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CONTRACT

WILMINGTON CITY BOARD OF EDUCATION

AND

WILMINGTON EDUCATION ASSOCIATION

JULY 1, 2014 – JUNE 30, 2017

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ARTICLE 1 – RECOGNITION

The Wilmington City School District Board of Education, hereinafter referred to as the "Board," recognizes the Wilmington Education Association/Ohio Education Association/National Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional negotiations representative for all certified employees who are under contract to teach a full school year and/or at least one-half a regular work day, each day, for a full school year, excluding all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this negotiation unit or have the responsibility to make recommendations thereon.

Tutors employed on an hourly basis are included in the bargaining unit represented by the Association and are entitled to limited rights and benefits of this negotiated agreement. Tutors' contractual rights are limited to the following: compensation (specifically, tutor hourly rate in Article 36 of this agreement); renewable one-year employment contracts that automatically expire without notice of non-renewal; access to the issue resolution procedure, sick leave and sick leave accumulation, assault leave, childrearing leave, family medical leave, unpaid leaves of absence, severance pay upon qualification for service retirement under rules promulgated by STRS, mileage reimbursement and rights as otherwise defined in Article 9 of this negotiated Agreement. The contractual benefits applicable to tutors are intended to entirely replace and supersede the employment provisions provided in R.C. §§3319.08, 3319.11 and 3319.111.

The Association recognizes the board as the locally elected body charged with the establishment of policy education in the Wilmington City School District and as the employer of all personnel of this school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by Sections 3313.20 and 3313.47 of the Ohio Revised Code.

ARTICLE 2 – DEFINITIONS

A. **Days** – Refers to calendar days unless otherwise indicated.

B. **Good Faith** – The willingness to consider, propose, make concessions, and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.

C. **Party** – Shall be construed to mean the Association's and the Board's appointed members of the negotiating team.

D. **Member** – Shall refer to a member of the bargaining unit as described in Article 1.

ARTICLE 3 – PROFESSIONAL NEGOTIATIONS PROCEDURES

A. Items proposed for professional negotiations shall be submitted no sooner than March 1, but no later than April 15, by the President of the Association to the President of the

Board of Education, or by the President of the Board of Education to the President of the Association.

1. The initiating party shall include the following:
   a) Date of request.
   b) Person to contact.
   c) Three proposed initial meeting dates which shall be no later than May 1, times and place.
   d) The notice to negotiate required by the State Employment Relations Board.

2. The receiving party shall respond and include the following:

   a) Date of response.
   b) Acknowledgement of receipt of professional negotiations request.
   c) Person to contact.
   d) Acceptance of one of three proposed initial meeting dates.

B. Professional Negotiations Meetings

1. The parties shall meet at a time and place as established under Section A of this Article for the first negotiation meeting. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meetings.

2. Specific proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiation shall present and explain its specific proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.

3. The overall agenda shall be as mutually developed by the parties and may be altered by mutual agreement.

4. The agenda for the subsequent meeting shall be determined at the end of each meeting.

5. All meetings shall be scheduled after school hours.

C. Negotiation Teams

1. Each team shall be made up of three people of the party's choice. Each team shall designate a spokesperson.

2. Each party may have no more than two people to act as observers or consultants. The observers or consultants shall not participate in the negotiation discussions unless mutually agreed. Formal presentations may be made by consultants upon specific items under discussion provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of

same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

D. Information

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

Such information shall include, but not be limited to:

1. Training and experience grid.
2. Current rates and anniversary dates for health insurance.
3. Amended certificate.
4. SM-1
5. SM-2
6. Tax budget.
7. Year-end report: (a) by fund; (b) fund/receipt; (c) by fund/function/object.
8. Monthly Treasurer's report.

E. News Releases

No information pertinent to matters then under professional negotiations shall be given or released to news media during professional negotiations without approval of all parties hereto until impasse has been declared.

F. Recesses

Either group shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length.

G. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding nor as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

H. Agreement

When an agreement is reached through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiating team and submitted to the Association's membership for possible ratification and the Board for its consideration and will not become effective until ratified and approved by both parties.

1. A tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board by the President of the

Association. Upon receipt of notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non approval of the tentative agreement.

2. If the agreement is ratified and approved by both the Association and the Board, it shall be implemented in the same manner as any other official action of the Board.

3. The Board and Association shall equally share the cost of printing the contract. The Association shall distribute copies to all members.

4. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

I. Impasse Procedure

In the event an agreement cannot be obtained on all issues being negotiated within 60 days of the first negotiations session, either party may declare impasse.

If an impasse is declared as provided above, the parties shall jointly request the appointment of a mediator from the Federal Mediation and Conciliation Service (FMCS).

Mediation shall last for 30 calendar days from the first meeting with the mediator. If an agreement has not been reached within that time and the parties have not mutually agreed to extend the time of mediation, then the impasse procedures of the contract shall be completed.

In the event that impasse has been declared and mediation has occurred and no agreement reached, each party may proceed in accordance with law.

The Board and the Association agree that this impasse procedure shall supersede all other dispute and settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

J. Right to Strike

In the event all of the impasse procedures set forth in this contract have been fully completed and no agreement has been reached and the Association has given the statutory notice to strike required by Chapter 4117, Oho Revised Code, then, the Association may exercise the statutory right to strike.

ARTICLE 4 – ISSUE RESOLUTION PROCEDURE

A. Purpose

1. The purpose of the following issue resolution (formerly, "grievance") procedure shall be to settle equitably at the lowest possible administrative level issues which may arise with respect to specific claims of misapplication, misinterpretation and/or violation of the terms of the Contract or misapplication, misinterpretation

and/or violation of Board Policy. Both parties agree that these proceedings will be confidential.

2. Nothing contained herein will be construed as limiting the right of any member having an issue to discuss the matter informally with any appropriate member of the administration and having the issue resolved without intervention of the Association. The Association shall be notified in writing of any issue resolution.

A. Definitions

1. **Association** – Refers to the organization officially recognized by the Board of Education representing the certificated employees of the Wilmington City School District as defined in Article 1 of the Contract.

2. **Board** – As used in this instrument refers to the Wilmington City School District Board of Education.

3. **Days** – Refers to scheduled work days unless otherwise indicated.

4. **Issue Classification**

   a. Individual issue – an issue affecting only one bargaining unit member. The individual issue resolution form shall be signed by the member presenting the issue for resolution.

   b. Class issue – an issue affecting two or more bargaining unit members. The class issue resolution form shall be signed by at least two members of the class. A class issue may be initiated at Step Three of this procedure.

   c. An Association issue – an issue involving an alleged violation of specific rights guaranteed to the Association by this Contract.

5. **Member** – formerly "grievant," is a member of the bargaining unit as defined in Article 1, Recognition.

C. Procedure

1. Speedy Disposition

The number of days between each step in the following chart shall be a maximum of seven (7). If the appealing party does not take appropriate action within the time limit specified, the issue will be deemed settled on the basis of the disposition at the preceding level. The seven-day limit may, however, be extended by mutual consent between the parties. Consent shall be liberally granted to promote mutual agreed solutions whenever appropriate.

Step Zero:

Within ten (10) days of the occurrence or event which gave rise to the member's issue, the member shall meet with his/her principal or immediate supervisor to discuss the issue, identify options for addressing the issue and consider possible solutions. The member and the supervisor will utilize the Mutual Issue Resolution Outline to guide their discussion.

The Step Zero meeting is a mandatory prerequisite to advancing the issue to Step One. The ten (10) day time period may be extended by mutual consent. If the issue cannot be resolved at this level, the member may proceed to Step One.

Step One: An issue shall be filed in writing with the principal or immediate supervisor within ten (10) days of the Step Zero meeting unless mutually agreed otherwise. Failure to file the initial issue resolution form within the ten day period constitutes a waiver of the issue. If the issue is outside the scope of the principal's or immediate supervisor's responsibility, the issue may be initiated at the Step Three. Such issue shall be filed using Issue Resolution Form A.

A meeting shall be held within seven (7) days after receipt of the written issue with the principal or immediate supervisor.

Step Two: The written decision of the Principal or Supervisor shall be provided to the member on Issue Resolution Form A within seven (7) days of meeting.

Step Three: A written appeal to the Superintendent or designee by the member shall be filed on Issue Resolution Form B within seven (7) days of receipt of the Step Two decision.

A meeting with the Superintendent or designee shall be held within seven (7) days of filing of Step Three notice.

Step Four: A written decision of the Superintendent or designee shall be provided to the member on Issue Resolution Form B within seven (7) days of meeting.

Step Five: Board Policy
A written appeal to the Board shall be filed by the member on Issue Resolution Form C within seven (7) days of receipt of Step Four decision, if the issue involves an alleged misapplication, misinterpretation or violation of Board Policy.

The Board shall meet within fifteen (15) days or the next regular meeting of the Board, whichever is sooner to hear the issue. A written decision of the Board of Education shall be provided to the member on Issue Resolution Form C within seven (7) days of meeting with the Board. The decision of the Board on policy issues shall be final and not appealable to arbitration.

Step Six: Mediation
If a member is not satisfied with the disposition of his/her issue (alleged misapplication, misinterpretation or violation of the Contract at Step Four, only)

the parties, by mutual agreement, may request the assistance of the Federal Mediation and Conciliation Service ("FMCS") and the assignment of a mediator to provide grievance mediation services. Grievance mediation is a voluntary step in the issue resolution process.

Step Seven: Contract
If the member is not satisfied with the disposition of his/her issue that involves an alleged misapplication, misinterpretation or violation of the Contract at Step Four or Step Six, the Association will notify the Superintendent, in writing, that the matter is being is submitted to binding arbitration.

D. Arbitration

1. The arbitrator shall be selected from a list of names submitted by the Federal Mediation and Conciliation Service (FMCS) in accordance with the rules and regulations of the FMCS using the alternate strike method of selecting the arbitrator.

2. The arbitrator will hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date the final arguments are made by the parties. The decision of the arbitrator shall be binding on the parties and delivered in writing to the Association, the member and the Board. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall not have the power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and the Association.

3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for the fees and expenses of its representatives.

E. Representation

At Steps Zero and One of the Issue Resolution Procedure, the member may be accompanied by a representative. At all remaining steps of the issue resolution procedure, the member will be accompanied by a representative of the Association and the Administrator and/or Board may be accompanied by a representative of their choice.

F. Miscellaneous Provisions

1. A member who participates in this issue resolution procedure shall not be subjected to discipline or reprisal because of such participation. All documents, communications and records dealing with the processing of an issue for resolution will be filed separately from the personnel file of the participants.

2. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons,

including witnesses, to be present. When possible the hearing will be held after regular school hours, or during non-teaching time of the personnel involved.

3. It is important that an issue be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

4. All issues may be withdrawn at any level without prejudice. In the case of issues filed by individuals, the teacher involved has the right to withdraw the issue at any time.

ARTICLE 5 – ASSOCIATION RIGHTS

The following shall be made available to the Association:

1. Bulletin board space in each building.

2. Use of intra-district mail service and e-mail subject to the Board's acceptable use policy.

3. Use of members' mail boxes provided a copy of any information being placed in the mail boxes is given to the Principal and Superintendent and any information being so placed is signed by the individual or organization responsible for same.

4. Whenever possible, and with the permission of the building Principal, the use of a school building will be made available to the Association before or after school hours.

5. The President or his/her designee (no more than one individual) may meet, on his/her lunch break, before or after school with any other member in the District before or after school, or on his/her lunch break. If the Association President/Co-President is assigned to grades 6-12, he/she shall receive preferential scheduling for planning time to conduct association business. The Association President may be expected to cover a class during this time but only as a last resort at the district tutor rate. If the Association President/Co-President is assigned to grades pre-K through 5, he/she shall meet with the administration to write a memorandum of understanding that will release the Association President from work related responsibilities (i.e. duties, bus, cafeteria, etc.) to conduct association business and minimize disruption to the school day. The President or his/her designee shall notify the Principal of his/her visitation to the building.

6. A copy machine will be available for use of the Association at the Association's expense including pro rata cost of maintenance based on usage.

7. A member is entitled to Association representation with an administrator in which violation of Board rules and regulations and/or professional performance or conduct is discussed.

8. Professional Association (local, district, state and national) membership dues shall be deducted in twenty (20) consecutive equal installments beginning with the third paycheck of the school year. Deductions will be made on the basis of current deduction authorizations supplied by the individual to the Treasurer. Authorizations for payroll deductions for Association membership shall be on a continuing basis from year to year unless the teacher notified the Treasurer in writing of his/her intention to cancel said deduction.

   The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.

9. The Association President shall receive a copy of the Board agenda, minutes and a summary of the Treasurer's regular monthly report. The schedule of regular Board meetings is available on the Board's website. The Board will provide the Association with notice of special and/or emergency meetings as required under the Ohio Sunshine Law.

10. The Superintendent will provide the Association with a copy of all non-confidential information in Board Packets prior to board meetings.

11. With proper authorization from the employee the following items may be deducted from the checks of the employees:
    a. OEA Fund for Children And Public Education donations
    b. WEA Scholarship Fund (at least twenty (20) applicants)
    c. Ohio Tuition Trust

ARTICLE 6 – FAIR SHARE FEE

A. The following provision shall apply to: (1) all members of the bargaining unit who are members of the Association on August 15, 2001 and; (2) all members of the bargaining unit employed subsequent to August 15, 2001.

B. Payroll Deduction of Fair Share Fee – The Board 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 nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

C. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

D. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payers – Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31st until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Upon Termination of Membership During the Membership Year – 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.

3. Transmittal of Deductions – The Board 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.

4. Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09 C of the Revised Code and that a procedure for challenging the amount of 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.

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

5. Indemnification of Employer – The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

   a. The Board shall be given a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

   b. The Association shall reserve the right to designate counsel to represent and defend the employer;

   c. 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/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The Board acts 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 intentionally or willfully misapplies such fair share fee provision herein.

ARTICLE 7 – LABOR MANAGEMENT COMMITTEE

A. The Superintendent shall meet monthly, except for the months of August, December, July and June, with the president of the Association and one (1) member from each building appointed by the president to discuss issues that may be of concern. A recorder will see that all members of the committee receive copies of minutes from the meetings.

B. Other individuals, including administrators, members, the Board Attorney, and the OEA consultant may attend and participate in any committee meeting provided advance notice is provided.

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ARTICLE 8 – PERSONNEL FILE

A. A personnel file of all members shall be maintained in the office of the Board of Education. This shall be considered a confidential file to the extent required by State law.

Upon request, each member shall be permitted to see his/her personnel file provided one-day's notice is given of the member's desire to review the file. This notification should be given to the Superintendent. The review of the file shall be in the presence of the Superintendent or his/her designee and shall be conducted in the Superintendent's Office. Anyone reviewing the member's file shall sign a receipt indicating the date of review and said receipt shall remain as a part of the file.

The file may be reviewed by the member and/or his/her designee, members of the Board of Education, the Superintendent, the Human Resources Director, the member's Principal or Assistant Principal and other school employees who have a legitimate school business need for reviewing same.

No anonymous materials shall be placed in a member's file or made a matter of record.

Before materials are placed in the personnel file, the member shall have the opportunity to see the material and shall initial and date the material shown to him/her. The initialing of the material does not indicate agreement by the member with the information contained in the material but simply indicates that the material was seen by him/her in accordance with this policy. In the event a member refuses to initial the materials, the time and date of such refusal should be noted on the materials.

The member may reply to any material in his/her file which he/she may deem to be critical of him/her. A written statement may be placed in his/her file and attached to the critical statement.

Pursuant to Chapter 1347, a member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent, or designee, to conduct an investigation as to the validity of the claim. Any information which is found to be inaccurate, irrelevant, incomplete or untimely may be removed from the member's file.

B. Public Records Request

1. Individuals from the community who wish to view the personnel file of a member may be asked to fill out a Public Records Request form that includes the following information:

    a. Name of person making request
    b. Date of request
    c. Date review is to occur
    d. Name of member whose file is to be reviewed.

2. If available, a copy of the request shall be sent to the member within five (5) business days. If no written request is available, the member will be notified, within five (5) business days of the request, and provided available information about the requesting party and the nature of the request.

3. Security of Personal Data

No member's medical information or personal identification numbers, such as a social security number, shall be included in the file released for public review.

ARTICLE 9 – TEACHING HOURS AND ACTIVITIES

A. General Provisions Applicable to Teachers

1. Teaching Load – Five (5) days a week of instruction in subject area and classroom working with student(s).

2. Conference Period – Five (5) days a week – minimum of forty (40) continuous minutes per day during the student day free of all duties for teacher preparation, grading, conferencing with parents, completing reports and interaction with other staff.

3 Length of School Day – The member workday shall be seven and one-half (7 ½) hours.

In the event school is closed/cancelled due to inclement weather or otherwise, at the direction of the Superintendent:

a. For the first six (6) days, teachers shall not be required to come to work.

b. Unless expressly directed by the Superintendent, for each day thereafter, there shall be a one (1) hour delay for the teachers to report to work. A teacher may elect to take a personal days in lieu of attendance should he/she deem it unsafe to travel to work.

When a delayed start is ordered due to inclement weather or otherwise, the teacher day will be reduced by the same amount and planning time may be reduced or eliminated at the direction of the principal.

4. Staff Meetings – Staff members are expected to attend two (2) regularly scheduled meetings per month (emergency meetings may be called as needed). Regularly scheduled meetings shall be no longer than one hour in length. Administrators will make reasonable efforts to avoid scheduling non-emergency after school meetings during the weeks of conferences, report cards, and interims.

If elementary staff members are scheduled to arrive thirty (30) minutes prior to the start of the student day, activities on one (1) of those days each week will be directed by the building principal or designee. For one (1) week during each nine (9) week period, there shall be no administrative directed meetings or activities.

This week without meetings shall be selected by the WEA building representative in cooperation with the building principal before the end of the prior school year.

5. Students will be released two (2) hours at the beginning of the school day to allow teachers to complete records related to reporting periods on three (3) dates, which shall be devoted to record keeping duties and such record keeping time shall not be subject to alternative assignment. The dates will be determined by consensus between WEA and Administration. No meetings will be scheduled on these days.

6. Students shall be released one (1) day near the end of the first quarter and one (1) day near the end of the third quarter for the purpose of teacher preparation and records keeping. Professional development may be offered for up to one (1) hour each day at the end of the school day at the building level.

7.. Duties Beyond the Classroom Assignment

   a. Elementary and Middle School Members will assume duties beyond the classroom assignment not to exceed one-half (1/2) hour per day. Upon request the Principal shall inform a member of his/her duties.

   b. High School Members are expected to perform all duties assigned in the staff handbook, in the areas of homeroom, class sponsors and assemblies. For supervision of hall, restroom and lunchroom area, High School Members control where and when possible without specific assignment within the confines of the school day.

   c. Administration will provide building representatives with a draft of the staff and student handbook and provide the opportunity to make suggestions to modify language prior to duplication and distribution of the handbook to staff. Whether such suggestions are adopted or rejected by the Administration shall not be subject to the provisions of Article 4.

8. Care of Classroom and Building – Members are responsible for reporting damage to any part of the building to the building principal as well as maintaining the order of the contents of the individual room(s) to which a member is assigned.

9. Conservation of Energy – Members shall make every effort to reduce energy costs of the building as much as possible.

10. Any and all topics not herein mentioned shall not be a part of a member's normal duties and responsibilities.

11. Upon approval of the Principal, a member may leave the building during the school day for a short period of time to take care of emergency or other business.

12. New teacher orientation meetings will be payable through submission of a Special Work and Overtime Log.

13. Special Education teachers/intervention specialists who have the responsibility for developing and writing individual education programs shall be provided two (2) release days during the school year, schedule by mutual agreement with the building principal for the purpose for IEP writing/training.

B. Provisions Applicable to Tutors

1. Tutors may be assigned to assist/instruct one or more students during all or part of a school day depending upon the tutor's regular daily schedule and number of hours employed per day.

2. Tutors may be assigned to multiple school buildings but will only be assigned to work on days that students are present.

3. Tutors will not be regularly assigned building duties (bus, lunch, recess, etc.) and will not be provided planning time.

4. Tutors are not required to attend staff meetings.

C. Ohio Teacher Residency Program

1. When required by law the District will participate in the Ohio teacher residency program, which shall be a four-year, entry-level program for classroom teachers. The teacher residency program shall include the following components:

   (a) Mentoring by teachers who are properly licensed;

   (b) Counseling to ensure that program participants receive needed professional development; and

   (c) Measures of appropriate progression through the program.

2. The teacher residency program shall be aligned with the standards for teachers adopted by the Ohio State Board of Education and best practices identified by the Superintendent of Public Instruction.

3. Each person who holds a resident educator license or an alternative resident educator license shall participate in the teacher residency program. Successful completion of the program shall be required to qualify any such person for a professional educator license.

4. Mentors must meet all of the following qualifications:

   (a) Hold a Five-year Professional License or above;

   (b) Five years of teaching experience;

   (c) Complete the school or district application process;

(d) Be selected by the school or district to attend state-sponsored mentor training; and

(e) Successfully complete state-sponsored mentor training.

5. Mentors will be assigned by the building principal whenever possible by subject area/grade level/department. Participation is voluntary. A list of currently trained mentors will be provided to the WEA President annually, upon request.

6. Stipend

Each Mentor Teacher assigned a First-Year Resident Educator who is required to complete the ODE Resident Educator Program shall be paid an annual stipend of Five Hundred Dollars ($500.00). A mentor who accepts assignment to a resident educator understands the expectation that this his/her service as a mentor to a resident educator is intended to be a four-year commitment.

The Mentor Teacher assigned a Resident Educator in their second, third or fourth year of the ODE Resident Educator Program shall be paid a stipend of $500.00 in the second year, $500.00 in the third year and $500.00 in the fourth year.

7. Mentors will keep a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.

8. The Resident Educator Program shall not replace the teacher evaluation system and will not be used to evaluate a resident educator.

9. Mentoring of Non-Resident Educators

Teachers who are new to the district but not required to complete ODE Resident Educator Training will be assigned a mentor teacher.

10. Protections

a. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned, assuming an alternative mentor is available and willing to serve the Resident Educator. The Mentor and the Resident Educator should operate in a trusting and comfortable relationship; therefore, no specifics shall be required as to the exercise of the option, and no negative consequences will flow from a request for a different mentor.

b. The Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

c. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

d. The Mentor Teacher shall not be held liable for the performance of a Resident Educator.

e. Resident Educators shall be provided all due process provisions allowed by the Master Agreement or the Ohio Revised Code.

f. Resident educators are not subject to LPDC requirements.

g. This Article shall not be subject to the grievance procedure.

ARTICLE 10 – EVALUATION PROCEDURES

I. Evaluations

A. OTES Evaluation

Evaluation Procedure Overview

A. The evaluation of teachers developed pursuant to section 3319.112 of the ORC. Each completed evaluation will result in the assignment of a teacher effectiveness rating of Accomplished, Skilled, Developing or Ineffective. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50 percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement, and fifty (50 percent is based on student growth measures.

B. An elementary or middle school teacher who does not have value added data will rely on his/her building attribution to comprise the fifty (50) percent student growth measures portion of the evaluation.

A high school teacher who does not have value added data will rely on the district attribution to comprise the fifty (50) percent student growth measures portion of the evaluation.

Purpose

A. The purposes of teacher evaluation are:

a. To serve as a tool to advance the professional development of teachers;
b. To inform and improve instruction;
c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement; and
d. To make a record of teacher performance.

Application

A. The OTES evaluation procedure contained in this Agreement applies to any certificated or licensed teacher who spends at least fifty (50) percent of his/her time providing content-related student instruction.

OTES Rubric and Forms

The District shall use the OTES Rubric and model OTES Form applicable to evaluation procedures (see Section 8 – OTES Evaluation Forms) to evaluate a teacher to which the OTES evaluation procedure applies.

Evaluation Cycle

A. The evaluation shall be conducted and completed no later than the first (1st) day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May.

B. The evaluator shall be the building principal, assistant principal, or other certificated/licensed credentialed administrator assigned by the Superintendent. By September 15 of the school year, bargaining unit members will be notified of their evaluator for that year.

C. Fifty (50) percent of the evaluation shall be based upon both formal and informal written observations completed by the evaluator during the school year, the teacher's progress in meeting their professional goals, and based upon the OTES Teacher Evaluation Rubric. The other fifty (50) percent of the final summative effectiveness rating will be based upon student growth measures.

Observations

A. Schedule of Observations

a. A minimum of two (2) formal observations (of at least 30 minutes each). There should be at least three (3) weeks between formal observations.

b. The first formal observation cycle will be completed by December 10th of each school year.

B. Observation Conference

a. All formal observations shall be preceded by a pre-conference, within five (5) work days of each observation. Plans and the adopted pre-conference form shall be provided to the Evaluator at the pre-conference meeting. A post-observation conference shall be held, within five (5) work days, after each formal observation using the adopted post-observation form.

b. Upon a teacher's request, a third formal observation may be conducted by mutual agreement of the teacher and the evaluator.

Walkthroughs

A. A walk-through is an unannounced observation, between 5 and 25 minutes in length, conducted at the discretion of the evaluator and is a formative written assessment piece that is completed using the OTES walkthrough form. At least two (2) walkthroughs shall be completed through each evaluation cycle.

Finalization of Evaluations

A. Completion of the Evaluation Process

1. The final summative evaluation of a teacher shall be based upon student growth measures and performance that is assessed during the walk-throughs and formal observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the final evaluation report. 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.

   Any teacher who receives a rating of accomplished two years in a row, will only be evaluated once every two years and this evaluation is to be completed by the first (1st) day of May with a copy of the evaluation report provided by the tenth (10th) day of May of the applicable school year.

B. Response to Evaluation

1. The teacher shall have the right to submit a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. The teacher shall retain a copy, signed by both parties.

Professional Development Plans

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with above expected levels of student growth, Accomplished, will develop a professional growth plan.
2. Teachers with expected levels of student growth, Skilled, will develop a professional growth plan collaboratively with the credentialed evaluator.
3. Teachers with below expected levels of student growth, Developing, will develop an improvement plan with the credentialed evaluator.
4. As provided under paragraph b under the "Improvement Plans" section of this Article.

   i) The teacher has the right to request WEA representation through this process, including during meetings with his/her assigned Evaluator.

B. Professional growth plans for a school year shall be developed by teachers and submitted no later than two weeks after the 1st instructional day of the applicable school year.

Improvement Plans

A. The professional improvement plan will follow the adopted OTES form.

B. The recommendation for a teacher's placement on an improvement plan will be made by the evaluator of record for any of the following:

1. the receipt of two "I's" on the Ohio Teacher Evaluation System (OTES) rubric,
2. rating of "Below Expected Growth" on the Student Growth Measure 50% of the overall evaluation system,
3. the receipt of an "Ineffective" rating on the Final Summative Rating of Teacher Effectiveness.

C. The improvement plan will be created by the evaluator with input from the teacher.

D. Not later than May 10 of the school year, the evaluator of record will complete a final summative evaluation report, meet with and provide a copy of it to the teacher. If the final summative evaluation report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

Due Process

A. A teacher shall be entitled to WEA representation at any conference held during this procedure in which the teacher will be advised on an impending adverse personnel action, however, the availability of a WEA representative shall not unreasonably delay the conference or meeting.

B. Failure by the Employer to adhere to any timeline will automatically require reemployment of the teacher as required by law.

Personnel Action Requirements

A. Until three (3) years of student growth measure data have been collected (the right 50% of the evaluation diagram), decisions concerning teacher retention as a result of teacher effectiveness, will be governed by the teacher performance portion (the left 50% of the evaluation diagram).

B. A member who meets the statutory requirements for a continuing contract and was rated Skilled or Accomplished in the prior school year shall be eligible for a continuing contract. The parties intend for this provision to supersede and replace the statutory right to a continuing contract under Ohio law, including but not limited to, R.C. §§3319.08 and 3319.11, and any related Code Sections that may apply.

C. At least three (3) formal observations are required for each limited contract teacher who is under consideration for nonrenewal.

Legislative Change

A. The parties agree to meet and confer regarding this Article, if needed, to amend and/or include new ODE requirements or legislative changes during the term of this Agreement. Action under this section will not be construed to open the contract for bargaining on any other issue.

B. Non-OTES Evaluation

C. Counselors, Librarians/Media Specialists, School Psychologists and Speech Language Pathologists or other non-OTES bargaining unit positions will be evaluated based upon the adopted evaluation process with Forms specific to their area of expertise. Section 8 – Non-OTES Evaluation Forms.

D. The evaluator shall be the building principal, assistant principal, or other fully certificated/licensed administrator assigned by the Superintendent. By September 15 of the school year, bargaining unit members will be notified of their evaluation schedule and their evaluator for that year.

E. The evaluator must meet with applicable staff members at leave five (5) days prior to the first formal observation to discuss the evaluation process and review procedures, including the purposes, evaluation Forms/documents, expectations, and evaluation rubric.

F. The evaluation shall be based upon both formal and informal written observations made by the evaluator during the school year.

G. For any non-OTES bargaining unit member who receives an unsatisfactory evaluation, the evaluator and the staff member will meet within fifteen (15) days of the evaluation conference to jointly develop a program of assistance.

ARTICLE 11 – RELEASE TIME FOR COMMITTEES

The Board shall provide release time for members upon recommendation of the Superintendent up to one-half (1/2) day a month for any committee assignments set up by the Board of Education and/or administration, such as the curriculum committee. Additional time may be requested when necessary.

ARTICLE 12 – BUILDING TRANSFERS, CHANGE IN ASSIGNMENT AND NOTIFICATION OF VACANCY

A. Building Transfers

1. **Voluntary Transfers:** A request for transfer of a member from one building to another, subject area, or grade level may be made by the member and shall be submitted in writing to the Superintendent. Applications for transfer shall remain active through September of the following school year. Seniority shall be

considered as a factor when determining if a member will be awarded a voluntary transfer. Upon request a member not granted a transfer shall have the opportunity to have a conference and be given verbal reasons by the appropriate administrator, with the decision of the administrator not grievable.

By notifying the Superintendent in writing of his/her interest in a specific posting and by filing a transfer request as defined in the first paragraph above, he/she shall be considered as an applicant for the vacancy prior to any outside applicant.

2. **Involuntary Transfer:** Transfers may also be made upon initiation of the Superintendent or the appropriate member of his/her staff for a reason(s) which, in their judgment, will serve the best interests of the schools. Prior to an involuntary transfer a conference shall be held and the reasons for the transfer will be provided verbally by the appropriate administrator with the decision of the administrator not grievable. Seniority shall be considered as a factor when making involuntary transfers. The Superintendent shall not transfer a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year. No involuntary transfer may be capricious, arbitrary or disciplinary in nature.

B. Notification of Vacancies

1. **Postings:** Postings for summer vacancies will be included on the district's website. A member's request for transfer on file shall be considered for positions as stated above which become vacant after August 1. However, a specific posting for such positions shall not be made.

2. Notice of all bargaining unit vacancies shall be communicated to staff members, including the Association President via e-mail and the auto-dialer (summer only). The job vacancy notice shall contain (a) position available and building, if known; (b) required certification; (c) effective starting date. A staff member shall have five (5) weekdays during which time an employee may provide notice he/she wishes to be considered for the vacancy.

ARTICLE 13 – SCHOOL CALENDAR

A. The President of the Association or his/her designee may submit the Association's preference on the composition of the school calendar to the Superintendent. The Superintendent and the Association president shall then collaboratively prepare a calendar to be submitted to the Board for its consideration.

The Board's decision on the calendar shall be final.

B. The calendar/member's individual contract will indicate the length of the school year, which shall be no more than 184 days, of which 180 are student days and 4 teacher days for work/inservice. Three (3) of these four (4) days shall be designated, in part, as teacher work days, one at the beginning of the year, one at the end of the first semester, and one at the end of the year. The length of the teacher work day scheduled at the end

of the first semester shall be reduced by the time spent at Open House during that same semester. Such days shall be used for record-keeping and classroom preparation. However, up to one (1) hour may be used for teacher recognition, welcome, and/or staff meetings on the first and last work day of the school year. Voluntary professional development may be offered on such days. In addition to the days set forth above, an additional inservice day may be scheduled. Only those in attendance shall be paid. Attendance at such additional inservice shall be voluntary.

ARTICLE 14 – NON-RENEWAL POLICY

A. If a member's evaluation or personnel file does not reveal the reasons for his/her non-renewal, he/she will be provided the written reasons, upon request.

Members being recommended for non-renewal shall be notified of the date of the meeting that the Board shall consider his/her contract non-renewal.

The member may address the Board as provided in R.C. §3319.11. He/she may be represented by his/her representative.

B. The limited teaching contract of a member shall be non-renewed in accordance with 3319.11 of the Ohio Revised Code except the issue upon review shall be whether the administration followed the evaluation procedure contained in the contract but not 3319.111 of the Ohio Revised Code.

ARTICLE 15 – REDUCTION IN FORCE

A. If, in the sole judgment of the Board, it determines to make a reduction in force for those reasons set forth in 3319.17 of the Ohio Revised Code, financial reasons or changes in curriculum and program, then the following procedure shall be utilized when making the reduction.

1. Reduction shall be made through attrition to the extent possible.

2. If further reductions are necessary, the Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

   When reducing teachers on limited contracts, the Superintendent will not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

3. For the 2014-2015 school year, teachers that are rated Developing, Skilled or Accomplished shall be deemed comparable.

4. From the 2015-2016 school year and thereafter, a teacher's final summative rating will be used to determine comparability in the year of reduction.

5. A teacher whose position is eliminated as the result of a reduction in force and who is certified to teach in another area may bump a (1) lower rated; or, if none, (2) comparably rated less senior employee teaching in the other area of certification provided the teacher wishing to exercise this bumping privilege is qualified.

B. Seniority shall be defined as length of continuous service as an employee holding a teaching certificate or license in the bargaining unit under a regular teaching contract in the District.

1. Board-approved leaves of absence will not interrupt seniority, but time spent on such leaves shall not count toward seniority.

2. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:

a. Date of Board meeting at which bargaining unit member was hired, and then by
b. Date bargaining unit member signed initial employment contract in the District.
c. Any remaining ties will be broken by lot.

C. Laid off teachers will be placed on a recall list.

If a vacancy occurs in a teaching position and certification area for which a laid off teacher is certificated, he/she shall be recalled as follows:

1. Continuing contract teachers in order of reduction.

2. Limited contract teachers in order of reduction.

Teachers whose continuing contracts are suspended shall have the right of restoration to continuing contract status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

If there are no laid off teachers on the recall list who are properly certificated to fill the vacancy, then outside applicants may be considered by the Superintendent.

Any member whose limited contract is suspended pursuant to this section of the contract Agreement shall remain on the recall list for two (2) years. At the end of the two year period, the Board has no further obligation to the member and the member's employment with the Board shall terminate.

A member whose continuing contract is suspended will remain on the recall list and have the right to restoration to continuing service status if and when teaching positions for which he/she is certified become available provided he/she has not obtained full time teaching or administrative employment elsewhere.

Any member who is certified for a vacant position and who refuses to accept an offered teaching position for which he/she is certified shall be removed from the recall list and the Board's obligation under this contract to that member shall be terminated.

The Board has fulfilled its responsibilities herein by sending a written notice of a job vacancy to a member on the list by certified mail at the last address left by the member. Unclaimed, refused or nondeliverable notices as well as failure to responds within ten (10) calendar days of the mailing of the notice shall constitute refusal of the vacancy.

Members on layoff shall be permitted to remain on the Board insurance plans provided the employee pays 100% of the cost of the premiums for said insurance to the Board Treasurer in advance each month.

The board shall assume no responsibility for any cancellations of insurance coverage except when cancellation is due to a Board error and its responsibility hereunder shall end if the member obtains other employment.

ARTICLE 16 – COOPERATING MEMBERS

Student teachers and educational lab/field experience students may be assigned to a member with the prior consent of the member. The cooperating teacher may be assigned other education responsibilities during the time when a student teacher is fully responsible for the classroom. Cooperating teachers will not be held liable for acts or omissions that occur, if any, when the student teacher is in charge of the classroom and the cooperating teacher is not present in the classroom.

In the event the District receives money as a result of working with a student teacher, the District will provide equal compensation to the cooperating teacher, less applicable taxes and deductions.

ARTICLE 17 – PROFESSIONAL MEETINGS

A. Members shall, upon approval of the Superintendent or his/her designated administrator, attend professional meetings which may take place within the District or outside the District for a maximum of five (5) teaching days per school year. Additional days may be granted at the discretion of the superintendent.

B. To be qualified, the meeting must meet the following criteria:

1. Directly related to the duties assigned to the member as an employee of the Wilmington City School District.

2. Designed to improve the member's performance in his/her assigned duties.

3. Adjudged by the Superintendent to be in the best interest of the Wilmington City School District.

C. Written application to attend a professional meeting shall be made at least two weeks in advance to the Principal who shall forward it to the Superintendent. Member shall be notified in writing no later than five (5) days after receipt of the application of the disposition of same.

D. The teacher shall include with the leave request an itemization of expenses and amounts he/she wants approved.

E. The teacher shall be reimbursed for those expenses approved by the Board if the leave requested is granted upon submission to the Treasurer of paid receipts for said approved expenses.

ARTICLE 18 – COMPLAINT PROCEDURE

If an administrator intends to investigate a complaint, he/she will notify the member verbally of the nature of the complaint and the identity of the complaining party. The administrator will seek input from the member concerning the incident out of the presence of the complaining part prior to having any kind of meeting with the complainant and the teacher. If the administrator documents his investigation, the member may attach rebuttal thereto.

ARTICLE 19 – NO SMOKING

Smoking will not be permitted in any school building, on school grounds, including vehicles in school parking lots or vehicles owned or leased by the Board.

ARTICLE 20 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose and Number of LPDCs

1. Local Professional Development Committee (LPDCs) shall be established according to law and State Department of Education guidelines to oversee individual members' professional development plans.

2. The school board and administration will determine the number of LPDCs in the district, which number shall be at least one and which number may change only from year to year.

B. Membership Selection of Committee

1. The membership of any Wilmington Local Professional Development Committee shall consist of five (5) members including three teachers and two administrators.

2. In the case of an administrator's IPDP review, the LPDC committee make-up shall be altered as follows: two administrative members and one teacher member. The LPDC committee shall decide which teacher members will not vote and will serve as silent committee members. This determination shall be made on the basis of

(1) seniority on the LPDC (2) seniority within the Wilmington School District, or (3) determined by lot.

3. The teacher members shall be appointed via the president of the Association as per the bylaws of the Association. The Administrators shall be appointed by the Superintendent. In addition, in case of an in-term vacancy, the president of the Association shall appoint a replacement teacher member and likewise, the Superintendent shall appoint an administrative replacement.

4. Terms shall run from July 1 to June 30 and shall be staggered three (3) year terms. After the initial two years, each member will serve a staggered three (3) year term.

5. Committee members who find they are unable to fulfill their role as an active committee member may withdraw by notifying the committee chair in writing. No reasons need to be given.

6. One teacher and one administrator shall also be appointed respectively by the Association president and the Superintendent as alternates to the committee. Whenever an LPDC member is absent from a meeting, the alternate may serve in the regular member's place. Alternate committee members may be appointed to in-term vacancy positions by the selection process as stated above.

C. LPDC committee members shall be compensated for all time spent in training/in-service and meetings by receiving an annual supplemental contract in the amount of $600.00 including the alternate who shall attend all meetings.

D. The charge of the Local Professional Development Committee (LPDC) is to review and approve the individual professional development plans of all certificated employees in the district, and to review and approve completed individual professional development plans of certificated/licensed employees for renewal of or transition to a license. The LPDC may accept and process certificate renewal under 1987 standards for certificate renewal.

E. This committee shall establish the procedures that will govern its operation including but not limited to the following:

1. Meeting times (except that the meeting shall held after school hours)
2. Meeting locations (shall be on school premises)
3. Notification process for employees

F. Further the committee shall establish the procedures required for employees to submit written individual professional development plans (IPDP) for committee consideration and action, including but not limited to:

1. Timelines for submission and completion of the employee's plan
2. Criteria used to evaluate the plan
3. An appeal process for disagreements concerning the plan

4. A reciprocity statement for incoming plans
5. Format for the plans

G. These and any other items the committee finds necessary to meet the legal requirements shall be reduced to writing and distributed to all certificated employees. If the committee changes the document that has been distributed in any way, an employee who has submitted an IPDP under the previous document shall be permitted to either complete his/her IPDP under the previous document in effect when the employee filed his/her IPDP, or move under the new document without penalty.

H. This committee shall be selected and begin working immediately.

I. The LPDC shall comply with the Sunshine Law.

ARTICLE 21 – OPEN ENROLLMENT FOR EMPLOYEES' CHILDREN

All members' children may attend Wilmington City Schools under open enrollment with the following restrictions.

A. The Superintendent shall determine if the additional student(s) will be a hardship on the teacher and/or the total school enrollment.

B. Once a student is enrolled he/she may continue to attend the Wilmington Schools as long as attendance is in consecutive years. If a student is withdrawn, readmittance may occur under the same restrictions as the original approval.

C. A written request for open enrollment to the Wilmington Schools must be made to the Superintendent through the principal's office prior to the student's registration.

D. A written approval shall be returned to the employee no later than seven (7) days prior to the first day for students.

E. The Superintendent's decision is final regarding all open enrollment requests.

F. Transportation is the parent's responsibility.

G. Open enrollment requests from teachers employed by the Board shall be given preference over other open enrollment requests. If the Board abolishes open enrollment in the future, teachers may enroll their children in WCS without cost.

ARTICLE 22 – CRIMINAL BACKGROUND CHECK

A. All employees shall provide a criminal records check in the manner prescribed by law. A new member shall be considered conditionally employed until the results of the criminal records check are received. If the new member has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The member in this situation shall not be entitled to any further due process from the administration or the Board.

B. If the member establishes that such record is in error, then the member will be rehired by the Board to the position previously held or a comparable position.

ARTICLE 23 – JOB SHARING/HALF TIME

Job Sharing

A. As a program applicable only to the term of this negotiated agreement, two teachers who wish to partner in a job sharing plan shall submit a joint application to the Human Resources Director and the Building Principal which includes all the following information:

1. How the job sharing teachers plan to divide instructional duties;

2. How the job sharing teachers plan to regularly plan for and communicate about educational and operational objectives, student progress, and consistency of instructional methodology, expectations and goals; and

3. How the job sharing partners intend to acknowledge their shared accountability for student behavior, adjustment and performance.

B. The Human Resources Director and the Building Principal may approve such application, request additional information or reject the teachers' application which shall, upon request, be reviewed by the Superintendent. The Superintendent's decision shall be final and not subject to the issue resolution procedures in Article 4.

C. Job sharing partners are expected to work full-time during the first and last five (5) days of the school year. Both teachers will attend parent-teacher conferences, staff meetings and district-wide professional development activities as part of their professional responsibilities. Job sharing status will not affect a teacher's entitlement to observations/evaluations under applicable provisions of the negotiated agreement.

D. For the applicable school year, job sharing partners will each be entitled to one-half (½) the salary to which a full-time employee is entitled at the individual teacher's years of experience and advanced education as provided on the Wilmington Schools Certified Personnel Salary Schedule.

E. Job sharing partners will each be entitled hospitalization, surgical and major medical benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. If a job sharing partner wishes to continue his/her full-time benefits, the Board will contribute forty-five percent (45%) of the Board's cost of single coverage or forty percent (40%) of the Board's cost of family coverage. In the event one job sharing partner elects to waive health insurance benefits, the other job sharing partner will not be entitled to full benefits without submission of his/her premium contribution as indicated above. A stipend for waiver of benefits, if any, will be prorated.

F. Job sharing partners will each be entitled dental insurance benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. The Board will contribute fifty percent (50%) of the cost such coverage. In the event one job sharing partner elects to waive dental insurance benefits, the other job sharing partner will not be entitled to full benefits without submission of his/her fifty percent (50%) premium contribution as indicated above.

G. Each job sharing partner will be entitled to full life insurance benefits upon submission of one-half (½) the Board's cost of such insurance to the Treasurer.

H. Job sharing partners are expected, to the maximum extent feasible, to substitute for each other in the event one job sharing partner is absent from work. The substituting partner will be paid the applicable substitute rate for hours worked.

I. Job sharing assignments will be approved on an annual basis only. Following a job-sharing school year, if one or both job sharing partners elect or are assigned to return to a full-time position, he/she will be assigned to any vacant position for which he/she is qualified. If only one-full time position is available, the most senior job sharing partner will be offered the first opportunity to return to full-time status. If one or more full-time positions are not available at that time, the partner(s) not returned to full-time status will be placed on a "job-sharing recall list" for a period of two (2) years at which time the Wilmington City Schools will have no further obligation to the employee.

J. Teachers will be considered for job sharing only if such teachers agree, in writing, that assignment to a shared position will not create an entitlement to a half-time position on a continuing basis.

K. Staff members otherwise eligible for continuing contract status during the term of a job sharing assignment shall be awarded a one year limited contract (outside the definition of a statutory extended limited contract) of employment only and may apply or re-apply for continuing contract status at such time as the staff member returns to a full-time position.

L. The provisions of this article are intended to supersede and replace the provisions of R.C. §§3319.08 and 3319.11.

Half Time

M. As already outlined in Article 36, paragraph B, "Compensation for "part-time" teachers in the bargaining unit will be pro-rated on a percentage basis of the time required." Such compensation will be based on the individual teacher's years of experience and advanced education as provided on the Wilmington Schools Certified Personnel Salary Schedule.

1. A staff member wanting to be considered for a half time position shall submit a written application to the Human Resources Director and their Building Principal which includes their reasons for wanting to work on a half time basis and for how long they want to work half time.

2. The Human Resources Director and the Building Principal may approve such application, request additional information or reject the teachers' application

which shall, upon request, be reviewed by the Superintendent. The Superintendent's decision shall be final and not subject to the issue resolution procedures in Article 4.

3. Half time employees are expected to attend all parent-teacher conferences, one staff meeting/month (the teacher is also expected to initiate required discussion or activities to be up to date on information covered in any staff meeting they do not attend) and district-wide professional development activities as part of their professional responsibilities. Attendance at such activities will not result in additional compensation. Half time status will not affect a teacher's entitlement to observations/evaluations under applicable provisions of the negotiated agreement.

4. Half time employees must work at least 18.75 hours per week to be eligible for any district employee benefit coverage. (i.e. medical, dental, vision, life)

5. Half time employees working 18.75 hours per week will be entitled to hospitalization, surgical and major medical benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. If such half time employee wishes to participate in this coverage, the Board will contribute forty-five percent (45%) of the cost of single coverage or forty percent (40%) of the cost of family coverage. A stipend for waiver of benefits, if any, will be prorated.

6. Half time employees working 18.75 hours per week will be entitled to vision benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. If such half time employee wishes to participate in this coverage, the Board will contribute forty-five percent (45%) of the cost of single or family coverage.

7. Half time employees working 18.75 hours per week will be entitled to full life insurance benefits upon submission of one-half (½) the Board's cost of such insurance to the Treasurer.

8. Part time employees working more than 18.75 hours per week, will have their required contributions for employee benefits calculated on a pro-rated basis.

9. Half time assignments will be approved on an annual basis only. Following a half time assignment, the employee will be assigned to any full time position for which he/she is qualified (to include existing full time positions that are held by less senior employees). If a full-time position is not available at that time, the employee's name will be placed on a "half time recall list" for a period of two (2) years, at which time the Wilmington City Schools will have no further obligation to the employee.

10. Teachers will be considered for a half time position only if such teacher agrees, in writing, that assignment to a half time position will not create an entitlement to a half time position on a continuing basis.

11. Staff members otherwise eligible for continuing contract status during the term of a half time assignment shall be awarded a one year limited contract (outside the definition of a statutory extended limited contract) of employment only and may apply or re-apply for continuing contract status at such time as the staff member returns to a full-time position.

12. The provisions of this Article are intended to supersede and replace the provisions of R.C. §§3319.08 and 3319.11.

SECTION 3 – LEAVES OF ABSENCE

ARTICLE 24 ASSOCIATION LEAVE 36
ARTICLE 25 ASSAULT LEAVE 36
ARTICLE 26 STUDY, TRAVEL, EXCHANGE TEACHING 36
ARTICLE 27 SICK LEAVE 37
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ARTICLE 29 CHILDREARING LEAVE 40
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ARTICLE 24 – ASSOCIATION LEAVE

When it is necessary for officers of the association (i.e., President, Vice-President, Secretary or Treasurer) or their designees to engage in activities directly related to the Association's duties as representatives of the members, they shall be allowed such free time, without loss of pay, up to a collective total of eighteen (18) days in any school year as necessary to perform such activities. The Association and its officers recognize and agree that this privilege should not be abused. Request for the use of such time shall be made to the Superintendent and shall be granted in accordance with the above. The Association shall reimburse the Board at the rate of $100.00 per day for the cost of substitutes for all days used over nine (9).

ARTICLE 25 – ASSAULT LEAVE

A. A member who is physically injured as a result of a physical assault on him/her occurring while the member is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function shall be entitled to assault leave. The Superintendent may, in his/her sole discretion, grant assault leave in situations that are related to but not specifically covered under this Article.

B. When said assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each school year.

C. Medical verification shall be furnished to the Superintendent for all such absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician that is mutually agreed upon by the Board and the member after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the cost of the examination.

D. Under extremely unusual circumstances involving serious injury, the twenty (20) day limitation may be extended at the sole discretion of the Board.

E. Any member applying for assault leave must file charges against such assailant(s) and cooperate with the police and other public authorities in the prosecution of the assailant(s). The Board shall provide the member with any release time necessary to cooperate with the police and public authorities.

ARTICLE 26 – STUDY, TRAVEL, EXCHANGE TEACHING

Normally, granting a leave of absence will be considered only after three (3) full years of service for the following reasons: study, foreign travel and exchange teaching. Except for service in the armed forces, a leave of absence will be granted for only one (1) year upon the recommendation of the Superintendent and approval of the Board of Education and may not be renewed unless, in the judgment of the Superintendent, there are compelling reasons for such renewal and evidence that the interest of the schools will not suffer thereby. The member on a leave of absence must notify the Superintendent of Schools in writing by March 1 of his/her intention as to the succeeding school year contractual obligation. A request for renewal of the leave of absence must be approved by the Board of Education.

Any person granted a leave of absence for study, travel, or exchange teaching shall be reinstated to a position for which he/she is certificated.

ARTICLE 27 – SICK LEAVE

A. Members shall be entitled to one and one-fourth (1 ¼) days of sick leave credit for each completed month of service. The maximum accumulated sick leave for certified employees shall be: for the 2014-2015 school year, 250 days; 2015-2016 school year, 260 days; and for 2016-2017 school year, 270 days.

B. Members shall be entitled to five (5) days of sick leave at the beginning of a school year regardless of whether the amount has been accumulated. These five days, however, shall constitute a part of the total days for which such member is eligible during the year. In the event a member has used all accumulated sick leave, the Superintendent of Schools may grant up to five (5) days against sick leave.

C. A member may draw against his/her accumulated sick leave for absences resulting from personal illness, injury, pregnancy, for absence resulting from exposure to contagious disease which could be communicated to other employees, or for illness, injury or death in the employee's immediate family. Immediate family shall include mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, great grandparents, aunts, uncles, nieces, nephews, legal guardians/wards and any relative living in the member's house, distant relatives and friends.

D. A member who adopts a child may draw against his/her sick leave for up to a maximum of six (6) consecutive calendar weeks to care for the newly adopted child if recommended by the child's physician and/or the agency/organization facilitating the adoption. Such use of sick leave may begin once the child is placed in the member's home and in the parent's legal custody. When both parents of the newly adopted child are employed by the Board, the parents may divide or share the time period allotted for this leave as they elect.

E. Members shall fill out the standard leave form to justify the use of sick leave time. Such statement shall be presented to the proper administrative officer immediately following absence for which sick leave is to be applied. The physician's name, address and dates consulted, if any, will be provided to the Supervisor upon request.

F. No day will be charged against any member's sick leave if the school district or school building is closed for a full day due to a calamity.

G. WEA and the Administration shall work together to address unacceptable patterns of casual or excessive use of sick leave.

H. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide paid days for catastrophic personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee ("SBC").

2. Members may enroll in Sick Leave Bank during the month of September of each school year.

3. Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

4. Membership in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during the September enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

5. At any time that the total number of available days in the Sick Leave Bank fall below fifteen (15), the SBC may require the Sick Leave Bank members to donate upon to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

6. The SBC shall be composed as follows:

   a. The Superintendent or his designee.

   b. Three members appointed by the WEA President.

   The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

   The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

   Decisions of the SBC are final.

   The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

7. General Procedures

a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

b. Allotments will be limited to use for personal illness and catastrophic illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.

c. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

d. Days allotted from the Sick Leave Bank will be paid 100% of the member's daily rate of pay.

e. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of work days. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

f. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

g. Days may not be received from the Bank for absences due to child birth (natural or cesarean section) or adoption. Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.

h. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

i. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

ARTICLE 28 – SABBATICAL LEAVE

A. A member may be granted a leave of absence for up to one year after completing five years or more on the professional staff of Wilmington City School District and having obtained continuing contract status provided the reason for the leave is approved by the Board of Education. Any leave of absence may be with pay at the discretion of the Board in accordance with Ohio law.

B. Upon expiration of the sabbatical leave, the member shall be returned to a position for which he/she is certificated.

C. No more than five percent (5%) of the member staff may be on sabbatical leave at any one time.

D. No sabbatical leave may be granted a second time to the same individual when other members have filed a request for such a leave.

ARTICLE 29 – CHILDREARING LEAVE

A. Childrearing leave without pay for a newly born or newly adopted child shall be granted to a member for up to twelve (12) consecutive months or until the termination of a limited contract (whichever occurs first). Extensions may be granted at the discretion of the Board. All members shall submit a written notice to the Superintendent, not later than thirty (30) days prior to the member's last workday, advising the Superintendent of the date that the leave is to begin and the date the teacher shall return.

B. The Superintendent and the Board have discharged their responsibility under this provision by offering a position for which the member is certificated upon the member's return.

C. The term of the member's contract shall not be extended by childrearing leave and in the event that a member's limited contract expires while on childrearing leave, the member's contract shall be renewed or nonrenewed in the same manner as the limited contract of any person not on leave.

D. The Board recognizes that the granting of unpaid childrearing leave does not preclude a pregnant member from also exercising her statutory right to sick leave and/or medical leave without pay in accordance with the statutory law of Ohio. Childrearing leave, sick leave and medical leave without pay can run concurrently.

ARTICLE 30 – PERSONAL LEAVE

A. Members shall be granted a maximum of three (3) personal leave days per year for reasons set forth on the attached form. Such personal leave days are not deducted from sick leave and are not accumulative from year-to-year.

B. The use of personal leave days shall be requested from the building Principal. Except in emergency situations, requests for the projected use of a personal day shall be directed to the building Principal at least 48 hours prior to the designated day. In an emergency situation, the notification may be done verbally to the Principal or other administrator and the proper form shall be completed and filed with the building Principal immediately upon return to duty.

The Principal shall forward the employee's request to the Superintendent at least 24 hours prior to the designated day. All requests shall be made in writing on the appropriate form.

C. It is understood that personal leave days are to be used by the member to conduct personal business that cannot be conducted outside the school hours. It is also understood that such days shall not be used for recreational or vacation purposes.

D. The provision shall be uniformly applied to all members.

E. Falsification of a request for personal leave by a member shall be subject to discharge or other disciplinary action, subject to grievance solely on the question of whether the employee participated in such prohibited activity.

F. Unused personal leave days shall be converted to accumulated unused sick leave at the end of the school year on a one to one basis.

G. No day will be charged against any member's personal leave if the school district or school building is closed for a full day due to a calamity.

ARTICLE 31 – FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to the teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by the FMLA.

SECTION 4 – COMPENSATION

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ARTICLE 32 – SEVERANCE PAY

A. In accordance with Section 124.39 of the Ohio Revised Code, the Board of Education shall, at the time of retirement of a member from the District, grant payment for one-fourth (1/4) of the number of days of a member's unused accumulated sick leave not to exceed sixty (60) days. The daily rate for regular teaching duties at the time of retirement shall be used to determine the amount of such pay. Said pay to be made in a single payment at the time of retirement upon the member presenting to the Treasurer of the Board a copy of his/her first retirement check.

B. Upon service retirement from the Wilmington City School District, a professional employee with less than five (5) years of service to the Wilmington City Schools but a combined total of ten (10) or more years with the State of Ohio, any political subdivisions, or any combination thereof shall be entitled to payment equal to one-fourth of the value of the employee's accrued but unused sick leave credit, payable at the employee's rate of pay at the time of retirement, not to exceed thirty (30) days.

C. Retirement as used herein means service in the State Teachers Retirement System provided it takes place simultaneously with the member's termination of employment with the Board. If a member is eligible for retirement in accordance to STRS at the time of death but has not elected to retire, at the time of death, his/her estate shall be paid the appropriate severance pay.

D. In the event a member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment equal to 35% of his/her accumulated but unused sick leave. Payment of such severance shall be at the member's daily rate of pay at the time of retirement. Any member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to Section A and B above.

Eligible to retire shall be as defined by the State Teachers Retirement System as the first happening of any of the following events:

Age 50 and 30 years of service
Age 55 and 25 years of service
Age 60 and 5 years of service

Payment pursuant to this provision shall be made in the year earned.

ARTICLE 33 – HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE

A. The Board shall provide basic Hospital-Surgical and Major Medical Insurance coverage which meets the general specifications below for each eligible member, if he/she so chooses and makes application, and his/her eligible dependents. The Board shall pay

eighty-seven and one-half percent (87.5%) of the single coverage and eighty percent (80%) of the family coverage. Plan Design is attached as Appendix 1.

B. A member who does not elect to participate in the Board's health insurance plan will receive a yearly stipend of one thousand dollars ($1,000). A part-time member's stipend will be prorated. A member shall notify the treasurer's office of his/her interest in receiving this stipend by sending a written note no later than June 30. All married couples who are employed by the District before July 1, 2014, and who participated in the Board's health insurance plan, will be provided one (1) family plan and will qualify for the yearly stipend as referenced above. Thereafter, any married couples who are first employed by the District or married on or after July 1, 2014, and who participate in the Board's health insurance plan, will be provided one (1) family plan and will be ineligible for a yearly stipend as referenced above.

C. Application by Individual for Coverage

Newly employed teachers may, if they so choose, be covered by the hospitalization, surgical and major medical insurance effective on the first billing date after thirty (30) days if application is submitted within thirty (30) days of hire.

Teachers hired on or after the effective date of this agreement and/or teachers whose initial employment will commence after the effective date of this agreement will be subject to a spousal limitation on family coverage if the employee's spouse has health insurance coverage available through his/her employer. If such coverage is available, the employee's spouse must elect his/her employer's plan as the primary insurer.

D. Period of Coverage

The Board shall provide coverage to all full time certified employees upon application, commencing on the first billing date after thirty (30) days, if application is submitted within thirty (30) days of hire and continue until employee's resignation or termination.

E. Flexible Spending Plan

The Board will facilitate implementation of a Section 125 flexible spending plan to allow members to shelter health insurance premiums, unreimbursed health care costs, dependent care costs and other related expenses as provided by law.

F. The specification of benefits provided below is intended as a general guide and specific benefits are outlined in the master contract with the insurance carrier on file with the Board of Education.

G. The Board will offer single or family vision coverage for all eligible members. The Board will pay ninety percent (90%) of the cost of the plan.

ARTICLE 34 – LIFE INSURANCE

A. The Board shall purchase group term life insurance for each eligible member in the amount of fifty thousand dollars ($50,000) paying 100% of the premium. Such insurance shall include provisions for double indemnity in the case of accidental death, dismemberment waiver of premium due to disability, and conversion privilege as well as guaranteed insurability.

B. The Board shall provide such coverage to all full time members commencing on the first day of the month following the date of hire and continue until member's resignation or termination.

C. A member shall have the option of purchasing additional coverage.

ARTICLE 35 – DENTAL INSURANCE

A. The Board shall purchase dental insurance coverage which meets the general specifications below for each eligible member, and his/her eligible dependents, the Board shall pay 90% of the premium.

These specifications are intended as a general guide and specific benefits are outlined in the master agreement on file with the Board of Education. Interpretations of these specifications will be determined by the insurance contract in effect during the 1987-88 school year.

Specifications

1. Maximum benefits per person per calendar year for all services except Orthodontics - $1,500.

2. Deductible:

   Individual - $25 per calendar year per person.
   Family - $50 per calendar year.
   Dependent children to age 19 and students to age 25.
   Deductible not applicable to preventive, diagnostic and orthodontics services.

3. Benefits Paid:

   a. Preventive and diagnostic services 100% UCR.
   b. Basic restorative services 80% UCR.
   c. Major restorative services 60%.
   d. Orthodontia services 60% to a maximum per person of $1,000.

B. The Board shall provide coverage to all full time members and dependents commencing on the first day of the month following the date of hire and continue until member's resignation or termination.

ARTICLE 36 – SALARY

A. The base salary will be increased by two percent (2%) for the 2014-2015 school year. For the 2015-2016 and the 2016-2017 years, the parties agree to re-open (meet and confer) on base salary only.

B. Teachers entering the Wilmington system will receive credit for years of service in armed forces of the United States, up to a maximum of five (5) years, applicable to "Years of Experience" on the current salary schedule. Teachers entering the Wilmington system will receive credit of previous teaching experiences, military service, overseas teaching service, or any combination thereof, applicable to "Years of Experience" on the current salary schedule up to a maximum of ten (10) years.

C. During the life of this agreement, Tutors shall be paid at the rate of $23.00 per hour.

D. Members selected and agreeing to attend and participate in any committee or meeting outside the work day shall be paid at the rate of $23.00 per hour.

E. Summer school instructors shall be paid at the rate of $23.00 per hour.

F. A member required to attend an IEP conference outside the scheduled workday shall be paid at the rate of $23.00 per hour for each hour of attendance.

G. A step increase and horizontal movement on the salary schedule, for eligible employees, shall apply for each year of service during the term of this Agreement. No missed steps as a result of prior contractual agreements shall be applied. The parties understand and agree that a teacher's years of actual service and placement on the salary schedule will not necessarily match.

H. Supplemental salaries shall be paid according the supplemental salary schedules attached hereto as Exhibits B and C.

I. The Board shall designate each member's mandatory contribution to the State Teachers Retirement System of Ohio as "picked-up" by the Board although they shall continue to be designated as member contributions. The amount of the members' income reported by the Board as subject to federal and state income tax shall be the members total gross income reduced by the then current percentage amount of the member's mandatory STRS contribution. No member's total salary shall be increased by such "pick-up," nor shall the Board's total contribution to STRS be increased thereby. There shall be no increase to the Board, except administrative costs necessary to implement this program.

The members of the bargaining unit acknowledge that the Board is not liable as the result of the implementation of this program and that the employee shall assume any liability as the result of an adverse ruling by the Internal Revenue Service. If there is an adverse determination by the Courts or the Internal Revenue Service, this pick-up provision shall become null and void.

J. The District may move from a bi-weekly equal installment pay period to a twenty-four (24)-pay period no earlier than the 2014-2015 school year provided:

1. The District notifies all bargaining unit members by July 1 that the move to a twenty-four (24)-pay period will occur the first (1st) pay period of the upcoming school year;

2. The move to a twenty-four (24)-pay period is made for all District employees during the same fiscal year; and

3. The move to a twenty-four (24)-pay period is made the first pay period of that particular school year.

K. Member's share of the monthly insurance premiums shall be processed through a Section 125-A Internal Revenue Code Plan.

L. All bargaining unit members shall utilize electronic direct deposit.

ARTICLE 37 – TUITION REIMBURSEMENT

A. Funding Guarantee: It is agreed that funding will be appropriate for educational growth payments. Funding shall be: $5,000.00 for classes taken only during June, July and August, 2011.

B. Qualifications of Reimbursement: In order to qualify for this educational growth payment, a member must teach in Wilmington Schools the year following completion of the work. To clarify, if a member completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year in a single sum in a separate check issues after school has started and when the member provides a grade slip or certified transcript of work completed, if he/she is still teaching in the Wilmington Schools.

C. Course of Study: Course of study selected is subject to prior approval of the Superintendent. The payment shall apply only towards work beyond the B.A. level. If a member applies for an educational growth payment, application should be made to the Superintendent by supplying a copy of the registration form after registration for the course work has been completed. Satisfactory evidence of completion of the course work (grade slip or certified transcripts) will be presented to the Superintendent upon completion of the course work.

D. Payment Limits: The amount payable to any member shall be the cost of up to a total of ten (10) quarter hours per school year (July-June). Semester hours will be converted to quarter hours for the purpose of reimbursement. On June 30 of each school year, all requests for tuition reimbursement shall be brought together. The total of quarter hours requested for reimbursement by members shall be divided into the total amount of funding available until available tuition reimbursement funding for the school year is exhausted to the extent possible. In no event shall payment exceed the actual cost per quarter hour.

E. Information: The Superintendent will notify the Association President and applicants when the annual maximum for the District has been expended. The Association President will be advised quarterly of the names of the members who have requested

reimbursement. In addition, the Superintendent will make available to the President those bargaining unit members who have been approved, as well as all members who have been placed on a waiting list because of the exhaustion of the maximum funds. This information shall include the amount paid to each member for educational growth, and up-to-date balance of educational growth fund.

F. Coursework Reimbursement Requirements: All course work claimed for reimbursement shall:

1. Have been requested by a member on the proper form.
2. Have been satisfactorily completed during the previous year (July 1 through June 30) by the member and either a grade slip or a transcript submitted to the Treasurer as evidence of successful completion of the above defined educational growth work.

ARTICLE 38 – EMERGENCY PERIOD SUBSTITUTES

A. In the event substitutes are not available, members will be asked to volunteer to serve as period substitutes during their regularly scheduled preparation periods.

B. Requests for period substitutes shall be made as far ahead as reasonable.

C. In the event no one volunteers, the principal will assign members on planning time on a rotating basis to serve as a period substitute.

D. When events scheduled by the board and/or administration require a member to be away from his/her teaching assignment, an attempt will be made to provide a substitute for his/her classroom periods.

E. Any member assigned to or volunteering for such assignment will be paid at the rate of $23.00 per preparation period. This hourly rate will increase the same percentage as the base salary for each year of the contract.

F. Class absorption, as defined as a member or members temporarily adding a class or a portion of a class into their existing classroom when the district cannot find a substitute teacher, will be compensated at the rate of $23.00 per period. This hourly rate will increase the same percentage as the base salary for each year of the contract.

ARTICLE 39 – BONUS FOR ATTENDANCE

A. Professional leave days taken shall not count as a missed day.

B. Effective with the 2002-03 and each year thereafter, the following bonus incentive shall be applicable;

1. In an attempt to assure a high level of classroom instruction and to recognize the dedication of members, the following Attendance Incentive shall be provided to those who achieve at least a ninety-six percent (96%) attendance level based on

the number of teacher work days in each grading period as set in the school calendar:

1st Grading Period	-	One Hundred Dollars ($100.00)
2nd Grading Period	-	One Hundred Dollars ($100.00)
3rd Grading Period	-	One Hundred Dollars ($100.00)
4th Grading Period	-	Two Hundred Dollars ($200.00)

2. Payments shall be made in February and in July.

SECTION 5 – DURATION

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ARTICLE 40 – PROVISIONS CONTRARY TO LAW

Except as specifically provided herein, if any provisions of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.

ARTICLE 41 – REOPENER PROVISION

If mutually agreed to by the parties, the contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiation shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.

ARTICLE 42 – EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

A. The Board is authorized to fill any certificated vacancy, for which no qualified application is received, with a previously retired certificated applicant (*i.e.*, retired from any public school district in Ohio, including the Wilmington City School District) subject to conditions provided below. A separate agreement, Exhibit D will be completed by a successful candidate.

B. For purposes of salary schedule placement, a previously retired teacher ("PRT") will be granted a maximum of five (5) years service credit upon initial employment. A PRT may not advance beyond Step 5 on the certificated salary schedule.

C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.

E. PRTs may be re-employed from year to year under limitations described in paragraph D., above, with Board approval, but shall not be eligible for continuing contract status.

F. For purposes of Article VII., Reduction in Force, PRTs will be subject to reduction prior to those holding non-retired limited contracts.

G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

H. PRTs will not be eligible for the annual stipend for waiving the District's insurance coverage. PRTs are eligible for group life insurance offered to all members of the bargaining unit.

I. PRTs will be entitled to the use of ten (10) days of paid sick leave per school year.

J. PRTs will be considered members of the bargaining unit and shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

K. The provisions of this Article are intended to supersede all contractual and statutory employment and reemployment provisions including, but not limited to, a teacher's entitlement to a continuing contract as provided in R.C. §§3319.08 and 3319.11.

ARTICLE 43 – LENGTH OF CONTRACT

A. Unless otherwise indicated, this Contract shall commence on July 1, 2014 and terminate on June 30, 2017.

B. The terms of this agreement shall then be effective from July 1, 2014 and continue in full force and effect until midnight, June 30, 2017.

WILMINGTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By:_____
President

By:_____
Treasurer

By:_____
Superintendent

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

WILMINGTON EDUCATION ASSOCIATION

By:_____
Co-President

By:_____
Co-President

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

By:_____
Team Member

SECTION 6 – FORMS

REQUEST FOR LEAVE FORM 54
ISSUE RESOLUTION FORMS
Form A 55
Form B 56
Form C 57
Form D 58
Form E 59
Form F 60

WILMINGTON CITY SCHOOL DISTRICT
REQUEST FOR LEAVE

NAME _____ DATE(S) REQUESTED _____

BUILDING _____ NUMBER OF DAYS REQUESTED (full/partial)_____

START TIME/END TIME OF REQUESTED LEAVE _____

SUBSTITUTE NEEDED: YES NO (circle appropriate answer)

SICK LEAVE:

[ ] Personal Illness
[ ] Personal injury
[ ] Exposure to contagious disease

The physician's name, address and dates consulted, if any, will be provided to the supervisor upon request.

[ ] Illness/injury in immediate family
[ ] Death in immediate family

_____Relationship to staff member

PROFESSIONAL LEAVE:

[ ] Professional Meeting - (Complete itemized estimate below and attach documentation)
[ ] Administrative Assignment
[ ] Professional activity with release time
(Briefly describe how attendance will benefit your students, building or the District.) _____

_____
_____
_____

PROFESSIONAL LEAVE COST ESTIMATE:

Name of Meeting/Seminar: _____
Location: _____ Dates: _____
Other staff members attending? Yes No (circle)

Estimate Total Costs for each item below:
___ Meals @ _____ per meal _____
___ Lodging nights @ ____ per night _____
Transportation @ ____ per mile _____
Registration _____
TOTAL COST ESTIMATE: _____

PERSONAL LEAVE:

[ ] I am requesting personal leave for an approved purpose: 1) necessary legal or business matters that cannot be attended to after school hours, on Saturday, or during a vacation period; 2) funerals of relatives or friends outside the immediate family; 3) court orders; 4) religious holidays; 5) examination or conferences connected with advanced college degrees; or 6) urgent or unusual family obligations including but not limited to weddings, graduations, or other significant events, etc. It is understood that such days shall not be used for recreation or vacation purposes.

OTHER LEAVES:

[ ] Association Leave
[ ] Assault Leave
[ ] Education, Study, Travel, Exchange Teaching
[ ] Sabbatical Leave
[ ] Childrearing Leave
[ ] Family Medical Leave

(Attach appropriate medical and/or other documentation to explain basis for request)

VACATION:
(11 and 12 month employees only)

Beginning date: _____

Return to work date: _____

Employee Signature _____ Date _____
Administrator Signature _____ Date _____
Superintendent Signature _____ Date_____

Form A

WILMINGTON SCHOOL DISTRICT
STEP ONE ISSUE RESOLUTION

DATE SUBMITTED:_____

NAME:_____ POSITION:_____

SCHOOL:_____ PRINCIPAL:_____

Briefly state the problem, indicating the date issue arose and provisions of the agreement allegedly violated.

Remedy Sought:

SIGNATURE:_____

Did you discuss this issue with your Principal/Supervisor as required by Step Zero of the Issue Resolution Procedure prior to filing this forms? _____. Please give date _____ _____and name of person with whom you discussed the issue:_____ _____.

STEP TWO RESPONSE (within seven days of meeting):

DATE:_____ SIGNATURE:_____

Original to: Principal
Copies to: Member, Association, Superintendent

Form B

WILMINGTON SCHOOL DISTRICT
STEP THREE ISSUE RESOLUTION

NAME:_____ DATE:_____

The disposition of this issue at Step Two has not been satisfactory. I find it necessary to appeal this issue to Step Three for the following reasons:

SIGNED:_____

STEP FOUR RESPONSE (within seven days of meeting):

DATE:_____ SIGNED:_____

Original to: Superintendent
Copies to: Member, Association, Principal

Form C

WILMINGTON SCHOOL DISTRICT
STEP FIVE ISSUE RESOLUTION
(to be filed within seven days of receipt of Step Four decision)
FOR BOARD POLICY ISSUES

NAME:_____ DATE:_____

The disposition of this issue at Step Four has not been satisfactory. I find it necessary to appeal this issue to Step Five for the following reasons:

SIGNED:_____

STEP SIX RESPONSE (within seven days of meeting):

DATE:_____ SIGNED:_____

Original to: Board
Copies to: Member, Association, Principal, Superintendent

Form D

WILMINGTON SCHOOL DISTRICT
REQUEST FOR ISSUE MEDIATION
FOR CONTRACT ISSUES

NAME:_____ DATE:_____

The disposition of this issue at Step Four has not been satisfactory. I wish to submit this issue to voluntary mediation.

DATE:_____ SIGNED:_____

The administration agrees to join with the Association in submitting the member's issue to voluntary mediation and will contact FMSC for assignment of a mediator.

DATE:_____ SIGNED:_____

Original to: Superintendent
Copies to: Member, Association, Principal

MUTUAL ISSUE RESOLUTION OUTLINE

ISSUE IDENTIFICATION: (Contract concern)

ISSUE FOCUS: (The *Who, What, Where, When* that raised the issue)

ISSUE STATEMENT: (Non-leading question that provides for multiple solution possibilities and if answered, solves the issue.)

INTERESTS: (*Why* the issue is a problem, use bulleted statements)

-
-
-
-
-
-
-
-
-
-
-
-
-

Form F

WILMINGTON SCHOOL DISTRICT
REQUEST FOR ARBITRATION
FOR CONTRACT ISSUES

NAME:_____ DATE:_____

The disposition of this issue at Step Four has not been satisfactory. I find it necessary to appeal this issue to arbitration for the following reasons:

DATE:_____ SIGNED:_____

Original to: Association
Copies to: Member, Principal, Superintendent, Board

SECTION 7 - SALARY SCHEDULES

Certified Salary Schedule 2014-2015, Exhibit A 62
Additional Duty Schedule 2014-2015, Exhibit B 63
Curriculum 2014-2015, Exhibit C 65
Retire/Rehire Agreement, Exhibit D 66

Exhibit A

WILMINGTON CITY SCHOOLS
Certified Salary Schedule
2014-2015

YEARS OF EXP.	II A.B. DEGREE	III A.B. +15*	IV A.B. +30*	V MASTERS A.B. +45 **	VI MASTERS +15***
0	34,519	36,331	38,143	39,956	41,768
1	36,331	38,143	39,956	41,768	43,582
2	38,143	39,956	41,768	43,582	45,392
3	39,956	41,768	43,582	45,392	47,205
4	41,768	43,582	45,392	47,205	49,019
5	43,582	45,392	47,205	49,019	50,829
6	45,392	47,205	49,019	50,829	52,642
7	47,205	49,019	50,829	52,642	54,455
8	49,019	50,829	52,642	54,455	56,265
9	50,829	52,642	54,455	56,265	58,078
10	52,642	54,455	56,265	58,078	59,890
11	54,455	56,265	58,078	59,890	61,703
12		58,078	59,890	61,703	63,515
13			61,703	63,515	65,327
15	59,890	61,703	63,515	65,327	67,139
20	61,703	63,515	65,327	67,139	68,952
25	63,515	65,327	67,139	68,952	70,764

2% increase on base from 2013-14

*All additional hours are semester hours.
**All 45 semester hours must be graduate level.
***All 15 semester hours must be graduate level.

Exhibit B

Wilmington Schools Additional Duty Schedule 2014-15

Boys Varsity Football	$4,932
Boys Varsity Basketball	$4,932
Band Director	$4,932
Girls Varsity Basketball	$4,932
Boys Varsity Wrestling	$4,932
Weight Room Manager	$4,279
Open Gym Supervisor-Boys/Girls	$4,279
Faculty Manager	$4,279
Site Manager	$4,279
Boys Asst. Varsity Football	$2,930
Assistant Band Director	$2,930
High School Cheerleader Adv.	$2,930
Boys Reserve Wrestling	$2,930
Boys Reserve Basketball	$2,930
Girls Varsity Volleyball	$2,930
Girls Reserve Basketball	$2,930
Boys High School Soccer	$2,930
Girls High School Soccer	$2,930
Boys Varsity Basketball Asst.	$2,930
Girls Varsity Basketball Asst.	$2,930
Boys Head Baseball	$2,652
Boys Head Track	$2,652
Girls Softball	$2,652
Choral Dir.-High School	$2,652
Swimming	$2,652
Girls Head Track	$2,652
Boys Reserve Soccer	$2,652
Girls Reserve Soccer	$2,652
Auditeria Site Manager	$2,583
Girls 9th Grade Basketball	$2,513
Boys 9th Grade Basketball	$2,513
Boys 9th Grade Head Football	$2,513
Boys 9th Grade Football Asst.	$2,049
Drama Coach	$2,049
Boys 8th Grade Basketball "A"	$2,049
Boys 7th Grade Basketball "A"	$2,049
Boys Reserve Baseball	$2,049
Boys Freshman Baseball	$2,049
Boys Assistant Track	$2,049
Girls Reserve Volleyball	$2,049
High School Wrestling Asst.	$2,049
Girls 8th Grade Basketball "A"	$2,049
Girls 7th Grade Basketball "A"	$2,049
Girls Middle School Track	$2,049
Boys Middle School Track	$2,049
Boys Tennis	$2,049

Cross Country	$2,049
Marching Band Advisors	$2,049
Swimming-Middle School	$2,049
Girls Reserve Softball	$2,049
Wrestling Middle School Asst.	$2,049
Football Middle School Asst.	$2,049
Volleyball 7th Grade	$2,049
Varsity Lacrosse	$2,049
Boys 8th Grade Basketball "B"	$1,421
Boys 7th Grade Basketball "B"	$1,421
Girls 8th Grade Basketball "B"	$1,421
Girls 7th Grade Basketball "B"	$1,421
LPDC Chair	$1,384
Middle School Cheerleader	$1,367
Student Council Advisor HS	$1,367
A-V Club Advisor	$1,367
Boys Reserve Tennis	$1,291
Girls Reserve Tennis	$1,291
Reserve Golf	$1,291
Bowling Assistant	$1,291
Technical Supervisor-Musical	$1,173
Spring Musical Director	$1,173
Choral Director M.S.	$1,173
War of Wits Advisor	$1,173
Power of the Pen	$1,173
Class Advisor-Junior	$1,173
Class Advisor-Senior	$1,173
Yearbook Advisor	$1,173
Newspaper Advisor	$1,173
Student Council Advisor M.S.	$1,173
Technology Champions	$1,173
Cross Country WMS	$1,024
War of Wits -Assistant Advisor	$589
Class Advisor-Freshman	$589
Class Advisor-Sophomore	$589
Problem Solving Coordinator	$589
Student Council Elementary	$589
Drama Production 3rd Performance	$587
Club Advisors	
Foreign Language	$539
Interact	$539
National Honor Society-HS	$539
National Honor Society-M.S.	$539

Girls Tennis	$2,049	Phi Delta Sigma	$539
Boys Golf	$2,049	Art Club WMS	$539
Girls Golf	$2,049	Art Club-H.S.	$539
Girls M.S. Volleyball (8th)	$2,049	Historical Society-M.S.	$539
Boys Middle School Wrestling	$2,049	SADD	$539
Boys 8th Grade Football	$2,049	Industrial Technology	$539
Varsity Bowling	$2,049	Yearbook Advisor WMS	$539
Boys 7th Grade Football	$2,049	Science Fair	$539
Girls Assistant Track	$2,049	Can We Talk	$539
		Resident Educator (year 1 - 4)	$500
		Virtual Learning Academy (per student)	$288
		Virtual Learning Semester	$180

Number of people hired in each job is determined by the recommendation of the appropriate administrator

Wilmington Schools
Curriculum 2014-15

Department chairpersons, curriculum coordinators and grade level chairpersons will not be responsible for the evaluation of any staff member during the life of this contract. Further, department chairpersons, team leaders, curriculum coordinators and grade level chairpersons shall remain members of the bargaining unit. Compensation for these curriculum positions will increase at the same percentage rate as the BA-0 step increases.

I. **Department Chairpersons**

Business Education	9-12	Language Arts	9-12
Foreign Language	9-12	Mathematics	9-12
Industrial Arts	9-12	Science	9-12
Social Studies	9-12		

Duties/Formula – (salary is total of following factors of responsibility)

1 Curriculum study and writing:
Base $193.34 + $38.06/course in operation within department

2 People supervision and organization:
$98.21/person in department

3 Equipment, materials, etc.
Base $193.34 + $193.34 for medium group + $193.34 for a large group
NOTE: Medium Group-Business/PE/Science
Large Group IA

4 Responsibility in building to Principal $98.21

II. **Curriculum Coordinators**

Art	K-12	Physical Education/Health	K-12
Guidance	K-12	Science	K-5
Home Economics	9-12	Science	6-8
Instrumental Music	6-12	Social Studies	K-5
Language Arts	K-5	Social Studies	6-8
Language Arts	6-8	Unified Arts	6-8
Mathematics	K-5	Vocal Music	K-12
Mathematics	6-8		

Duties/Formula – (salary is total of following factors of responsibility)

1 Curriculum study and writing:
Base $193.34 + $38.06/course in operation within study area
NOTE: K-8 – each grade considered once course in subject area (exceptions possible)
H.S. – each course currently being offered

2 Equipment, materials, etc.
Base $193.34 + $193.34 for medium group + $193.34 for large group
NOTE: Medium Group-Art/Music/P.E.; Large Group-Unified Arts

Whether any of the above positions are filled and the number of people hired in each job is determined by the recommendation of the appropriate administrator.

Exhibit D

RETIRE/REHIRE AGREEMENT

The Wilmington City School District, the Wilmington Education Association and the employee listed agree to the following provisions:

I, _____, will retire under STRS effective June 1, 20__. My last day of work in the 20__-20__ school year will be May 25, 20__.

I agree to be rehired AS A TEACHER at Step 0 on the current WEA salary scale for the 20__-20__ school year (at my current education/training column).

I understand that my rehire will be effective for the 20__-20__ school year only, and that my employment with the Wilmington City School District will end at the conclusion of that school year, WITHOUT NOTICE OF NONRENEWAL, as outlined in Article 42, paragraph D of the CBA.

If I elect to continue my employee benefits during the 20__-20__ school year, they will cease as of May 31, 20__.

_____	_____
Employee	Date
_____	_____
For Wilmington Education Association	Date
_____	_____
For Wilmington City School District	Date

SECTION 8 – EVALUATION FORMS

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OTES EVALUATION FORMS

Self-Assessment Summary Tool

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

Name: _____

Date: _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• 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 population			
Standard 2: Content	• 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	• 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	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and delivery 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	• 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 conductive to learning for all students			
Standard 6: Collaboration & Communication	• 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 7: Professional Responsibility & Growth	• 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			

☐ Student ☐ Content ☐ Assessment ☐ Instruction ☐ Learning Environment ☐ Collaboration and Communication ☐ Professional Responsibility and Growth	☐ Student ☐ Content ☐ Assessment ☐ Instruction ☐ Learning Environment ☐ Collaboration and Communication ☐ Professional Responsibility and Growth
Goal #1	**Goal #2**
Specific: Measurable: Attainable: Relevant: Time Bound:	Specific: Measurable: Attainable: Relevant: Time Bound:

☐ Approved

☐ Revise

Principal Signature: _____ Date:

Form A

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 teacher's evaluation.

Name:		**School Year:**	

Standard for Goal 1:

- ☐ Student
- ☐ Content
- ☐ Assessment
- ☐ Instruction
- ☐ Learning Environment
- ☐ Collaboration and Communication
- ☐ Professional Responsibility and Growth

Annual Focus	Date	Notes of Progress, Support, Next Steps, Evidence of Student Growth
SMART Goal 1:	**1st Preconference Check:**	
	2nd Preconference Check:	

Standard for Goal 2:

- ☐ Student
- ☐ Content
- ☐ Assessment
- ☐ Instruction
- ☐ Learning Environment
- ☐ Collaboration and Communication
- ☐ Professional Responsibility and Growth

Annual Focus	Date	Notes of Progress, Support, Next Steps, Evidence of Student Growth
SMART Goal 2:	**1st Preconference Check:**	
	2nd Preconference Check:	

Teacher Signature: Date:

Principal Signature: Date:

Evaluator Signature: Date:

Form B

PRE-OBSERVATION FORM

Teacher Name:

Date:

Complete and bring a copy to the pre-conference

- ☐ Pre-observation form
- ☐ Lesson plan
- ☐ Professional Growth Plan

SMART GOALS: *Relevant notes*
Focus for Learning ***Standard 4: Instruction*** What standards are addressed in the planned instruction? Why is this learning important?
Assessment Data ***Standard 3: Assessment*** What assessment data was examined to inform the planning for the observed lesson and what does this indicate about student learning needs? (also pertains to Assessment for Student Learning)
Prior Content Knowledge/ Sequence/Connections ***Standard 1: Students*** ***Standard 4: Instruction*** ***Standard 2: Content*** What are the connections to previous and future learning? How does this lesson connect to students' real life experience, possible careers, and other disciplines?

Knowledge of Students ***Standard 1: Students*** What information will you consider regarding the student population in preparing your lesson?
Lesson Delivery ***Standard 2: Content*** ***Standard 4: Instruction*** ***Standard 6: Collaboration/Communication*** How do you plan to engage all students in the content? Include instructional strategies, materials, student groupings, and/or pacing.
Differentiation ***Standard 1: Students*** ***Standard 4: Instruction*** How will you provide differentiation to meet the instructional needs of individual students?
Resources ***Standard 2: Content*** ***Standard 4: Instruction*** What resources/materials will be used in instruction?
Classroom Environment ***Standard 1: Students*** ***Standard 5: Learning Environment*** What opportunities do you take to engage families, the community?

Teacher Signature **Date**

Evaluator **Date**

Form C

WILMINGTON CITY SCHOOLS

POST-OBSERVATION FORM

Teacher:

Date:

Please provide a copy of the following at the time of the post-observation:

- ☐ Completed Post-Observation Form
- ☐ Professional Growth Plan
- ☐ Evidence
- ☐ Data to support your performance

Reflection How would you assess today's lesson? Did it achieve your goals? Please cite examples to support this and ways the lesson could be improved.
Assessment Data *Standard 3: Assessment* How will you use assessment data from the observed lesson to inform your next steps?
Professional Responsibilities *Standard 6: Collaboration and Communication* What opportunities do you take to collaborate with colleagues?
Professional Responsibilities *Standard 7: Professional Responsibility and Growth* Discuss ways you reflect and analyze your teaching?
Professional Responsibilities *Standard 7: Professional Responsibility and Growth* What are some proactive ways you work toward achieving your professional goals?

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

Form D

Wilmington City Schools
OTES Classroom Teacher Evaluation Report

Teacher Name:	
Grade Level/Content:	
School:	
School Year:	
Evaluator's Name:	

Instructions: Please rate the teacher's performance on any of the ten criteria for which you have appropriate data. Please use the following rating scale:

I = Ineffective **D** = Developing **S** = Skilled **A** = Accomplished **N/O** = Not Observed

Instructional Planning		**Rating 1**	**Rating 2**
1a	Focus for Learning		
1b	Assessment Data		
1c	Prior Knowledge/Sequence/ Connections		
1d	Knowledge of Students		

Instruction & Assessment		**Rating 1**	**Rating 2**
2a	Lesson Delivery		
2b	Differentiation		
2c	Resources		
2d	Classroom Environment		
2e	Assessment of Student Learning		

Professionalism		**Rating 1**	**Rating 2**
3a	Professional Responsibilities		

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

(Signature indicates completion of the appraisal process, but not necessarily agreement.)

*The final summative rating is not indicated on this document. The final summative rating will be provided on or before May 1st (Form F)

Observation One

Area of Reinforcement:
Area of Refinement:

Observation Two

Area of Reinforcement:
Area of Refinement:

Form E

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

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.

Form F

Improvement Plan

Teacher Name _____ Grade Level/Subject_____

School Year _____ Building _____ Date of 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 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 measureable 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 Pg. 2

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.

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.

Form G

Improvement Plan Evaluation

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 the evaluation.

Teacher Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that 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.

Form H

NON-OTES EVALUATION FORMS

Wilmington City Schools
Pre-Observation Planning Conference

Administrators will share these questions with the teacher prior to the pre-observation conference. This form may be used by the teacher to make notes in preparation for the pre-observation conference.

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. Briefly describe the students in this class, including those with special needs. [1b]

2. What are your goals for the lesson? What do you want the students to learn? [1c]

3. Why are these goals suitable for this group of students? [1c]

4. How do these goals support the district's curriculum and state curriculum model? [1a &1c]

5. How do these goals relate to broader goals in the discipline as a whole or in other disciplines? [1c]

Pre-Observation Planning Conference (Cont'd)

6. How do you plan to engage students in the content? Include teaching methods, student groupings and specific activities. [1e]

7. What instructional materials or other resources, if any, will you use? [1d]

8. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties? [1a and 1b]

9. How do you plan to assess student achievement of the goals? What procedures will you use? (Attach appropriate tests or performance tasks with scoring guides.) [1f]

10. How do you plan to make use of the results of the assessment? [1e, f]

The following signatures indicate that a pre-observation meeting was conducted and that a copy was given to the teacher.

_____ at _____

Date Time

_____ _____

Employee's Signature Observer's Signature

FORM I

Wilmington City Schools
Observation Report

Administrator: _____ Employee: _____

Date: _____ Class: _____

I. SUMMARY

II. STRENGTHS

III. RECOMMENDATIONS

Employee's Signature_____ Date_____

Administrator's Signature _____ Date_____

(Signature indicates completion of the observation process, but not necessarily agreement.)

FORM J

Wilmington City Schools
Post-Observation Conference Notes
Domain D

[This form will be completed at the post observation conference.]

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. How would you assess today's lesson? Did it achieve your goals, and can you cite examples to support this and ways the lesson could be improved? [4a]

2. Share with me your system for maintaining records of student achievement. [4b]

3. Cite examples of methods by which you have communicated with parents during the past month/semester/etc. [4c]

4. Describe any work at the district and/or building level in which you have recently participated. [4d, f]

5. Describe for me professional growth opportunities in which you have participated recently. [4e]

6. Describe and evaluate your overall efforts to serve students and their varied needs. [4f]

FORM K

Wilmington City Schools
Guidance Counselor Evaluation Report

Counselor's Name _____ School _____ Grade/Age Level_____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the counselor's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

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

	Domain 1: Planning and Organization	Rating		Domain 2: Assistance to Students	Rating
1a	Establishing priority outcomes for developmental (grade) level		2a	Interpreting test results	
1b	Involving teachers, counselors, administrators, when appropriate		2b	Planning their current and future academic/vocational programs	
1c	Following systematic, comprehensive guidelines for guidance program		2c	Adjusting to school, developing self concept, acquiring interpersonal skills	
1d	Completing record-keeping tasks		2d	Providing occupational/career information	
1e	Using a variety of methods to disseminate information		2e	Coping with personal/social concerns	

	Domain 3: Assistance to Parent/Guardian	Rating		Domain 4: Assistance to School Staff	Rating
3a	Forming realistic perceptions of student abilities/aptitudes		4a	Serving as consultant/support to meet students' curricular or advisory needs	
3b	Acquiring information about appropriate resources in or out of school		4b	Contributing to curriculum development	
3c	Providing understanding of child/adolescent growth and development		4c	Facilitating smooth transitions for students from grade to grade/ building level	
3d	Initiating parent communication when appropriate		4d	Interpreting data related to student assessment	
3e	Providing family assistance		4e	Actively working with IATs	
3f	Using strategies to encourage student learning		4f	Serving as liaison with other student services	

FORM L

Wilmington City Schools
Librarian/Media Specialist Evaluation Report

Librarian's Name _____ School _____ Grade/Age Levels_____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

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

	Domain 1: Planning and Organization	Rating		Domain 2: Library Skills	Rating
1a	Establishing goals for the library		2a	Maintaining print and non-print material in good condition and that is supportive of curriculum	
1b	Implementing/maintaining processes for selecting, processing, inventorying materials		2b	Providing an organized and welcoming environment	
1c	Establishing appropriate schedules for teachers and students		2c	Providing fair and effective supervision of assistants and volunteers	
1d	Completing reports accurately and on schedule		2d	Maintaining written circulation policies and procedures	
1e	Maintains suitable budget and accounting procedures		2e	Incorporated computer assisted instruction	

	Domain 3: Instructional Leadership	Rating		Domain 4: School and Community	Rating
3a	Demonstrating knowledge of the curriculum		4a	Promoting positive relationships between the school and parents/ community	
3b	Assisting classroom teachers in obtaining supportive materials		4b	Conducting orientation program for students as necessary	
3c	Developing/maintaining/ improving instructional program of the library		4c	Coordinates and maintains a volunteer program in the library, as appropriate	
3d	Carries out procedures for orientation and supervision of the library		4d	Maintaining good relationships with faculty, parents, students	

FORM M

Wilmington City Schools
Speech Language Pathologist Evaluation Report

Therapist's Name _____ School _____ Grade/Age Level_____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

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

	Domain 1: Planning and Preparation	Rating		Domain 2: The Classroom Environment	Rating
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Selecting instructional goals based upon diagnostic information and test data		2c	Managing classroom procedures	
1d	Designing coherent instruction		2d	Managing student behavior	
1e	Assessing student learning		2e	Organizing physical space	

	Domain 3: Instruction	Rating		Domain 4: Professional Responsibilities	Rating
3a	Communicating clearly and accurately		4a	Reflecting on teaching	
3b	Using questioning & discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communication with families	
3d	Providing feedback to students		4d	Contributing to the school & district	
3e	Demonstrating flexibility & responsiveness		4e	Growing & developing professionally	
3f	Using appropriate multi-sensory cues and prompts		4f	Showing professionalism	

FORM N

Wilmington City Schools
School Psychologist Evaluation Report

School Psychologist's Name _____ School_____ Grade/Age Level_____

Evaluator's Name _____ School Year_____ Evaluation Conference Date _____

Instructions: Please rate the school psychologist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

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

Domain 1: Planning		**Rating**	**Domain 2: Management and Organization**		**Rating**
1a	Plans, develops, and provides school psychological services which meet identified needs and expectations of students, parents, and administration.		2a	Organizes and manages time.	
1b	Evaluates service(s) programs or specific activities through input from parents, students, and staff/administration; includes input in the service planning process.		2b	Maintains required school psychological files.	
			3c	Manages cases and other assigned responsibilities.	

Domain 3: Interpersonal Relationships		**Rating**
3a	Communicates in a manner which promotes problem solving and positive relationships with administration, school, parents, and others.	
3b	Works collaboratively and cooperatively with other professionals including supervisor and director.	

Domain 4: Professional Skills		**Rating**	**Domain 5: Professional Responsibilities**		**Rating**
4a	Selects psychometric measures and techniques demonstrated to be valid and reliable for referral problem/concern.		5a	Follows state and federal regulations and WCS policies regarding Due Process	
4b	Follows publisher guidelines and principles of standardization in the administration, scoring and interpretation of tests and techniques.		5b	Adheres to ethical and professional guidelines as defined by professional organizations such as NASP, OSPA, or APA.	

4c	Writes psychological reports which relate referral problem to evaluation findings and recommendations.		5c	Is knowledgeable of and follows WCS Policies and Procedures.	
4d	Interprets evaluation results and recommendations to parents, teachers and administrators in practical and understandable terms.		5d	Satisfies role expectations of each worksite within the realm of professional practice as defined and agreed upon by staff, district administration, and WCS administration.	
4e	Provides consultation services to school personnel, parents, or students.		5e	Protects confidentiality in all situations related to professional practice.	
4f	Provides counseling services within the scope of training and experience and uses a theoretical model for structuring service delivery.		5f	Communicates with supervisor and/or other professionals regarding common problems and/or legal and ethical concerns.	
4g	Conducts groups where content is planned and organized taking into consideration student ability and interest; engages all students while maintaining order and discipline.		5g	Participates in professional growth and development through coursework and/or seminars, professional reading, and membership in professional organizations.	
4h	Is capable of functioning as a resource for crisis intervention.				
4i	When requested, demonstrates ability to define needs, and designs, implement, and evaluate in-service programs.				
4j	Understands and uses technology to support professional functions.				

FORM O

Wilmington City Schools
Evaluation Report

Evaluator's Name: _____ Employee's Name: _____

Summary Statement of Evaluator

Evaluator's Recommendation(s)

Evaluator's Signature _____ Date _____
Employee's Signature _____ Date _____
(Signature indicates completion of the appraisal process, but not necessarily agreement.)

FORM P

Wilmington City Schools
Plan of Assistance for Improvement

Name _____ Limited K___
School _____ Continuing K_
Assignment _____

You are being placed on the Plan of Assistance for Improvement because of unsatisfactory performance as specified in the deficiencies outlined below. This program is designed to help you correct these deficiencies. If the program is not successfully completed, your future employment in the District may be jeopardized.

Upon successful completion of this program, those areas in the program that were identified as deficient will be monitored for up to one year. If an acceptable level of performance is achieved/maintained, you will be returned to the regular evaluation cycle and the Plan of Assistance will be removed from your personnel file.

I. DESCRIPTION OF DEFICIENCY (specific standards/job description elements)

II. SUPERVISOR'S EXPECTATIONS (how things should look after the deficiency is corrected)

III. RECOMMENDED PROGRAM TO CORRECT DEFICIENCY

IV. CRITERIA TO BE USED FOR MEASURING CORRECTION

V. ASSISTANCE AND RESOURCES TO BE PROVIDED

VI. MONITORING PROCEDURES

VII. DATE WHEN PROGRAM MUST BE COMPLETED

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond to all issues raised in this program.

_____ _____
Employee's Signature Date

_____ _____
Supervisor's Signature Date

FORM Q

Wilmington City Schools
Optional Evaluation Procedure Checklist
(For Employee Use Only)

Staff Member _____

Evaluator _____

1) _____ Administrator provides five (5) days notice prior to initial group meeting.

2) _____ Administrator conduct group meeting (September) for the purpose of acquainting certificated personnel with evaluation purposes procedures, and documents including performance rubric.

3) _____ Establish schedule for date and time of pre-observation conference, observation and post-observation conference.

4) _____ Meeting between staff member and evaluator at least five (5) work days before the observation for Pre-observation Planning Conference. Discussion will be related to pre-observation planning form questions. (Domain 1)

5) _____ 1st Observation in the classroom. (Domains 2 and 3)

_____ 2nd Observation in the classroom. (Domains 2 and 3)

6) _____ 1st Post-observation conference within ten (10) work days of the observation. (Domain 4)

_____ 2nd Post-observation conference within ten (10) work days of the observation. (Domain 4)

FORM R

FRAMEWORK

	Unsatisfactory	Basic	Proficient	Distinguished
1a: Demonstrating Knowledge of Content and Pedagogy	Teacher displays little understanding of the subject or structure of the discipline, or of content-related pedagogy.	Teacher's content and pedagogical knowledge represents developing Understanding but does not extend to connection with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
1b: Demonstrating Knowledge of Students	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interest, and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
1c: Selecting Instructional Goals	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher's goals are of moderate value or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and most permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum frameworks and standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
1d: Demonstrating Knowledge of Resources	Teacher is unaware of school or district resources available either for teaching or for students who need them.	Teacher displays limited awareness of school or district resources available either for teaching or for students who need them.	Teacher is fully aware of school and district resources available for teaching, and knows how to gain access to school and district resources for students who need them.	Teacher seeks out resources for teaching in professional organizations in the community, and is aware of resources available for students who need them, in the school, the district, and larger community.
1e: Designing Coherent Instruction	The various elements of the instructional design do not support the stated instructional goals or engage students in meaningful learning, and the lesson or unit has no defined structure.	Some elements of the instructional design support the stated instructional goals and engage students in meaningful learning while others do not. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
1f: Assessing Student Learning	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear for students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards for students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria and standards that are for students but also show evidence of student participation in their development. Students monitor their own progress in achieving the goals.

	Unsatisfactory	Basic	Proficient	Distinguished
2a: Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are generally negative or inappropriate and characterized by sarcasm, put-downs or conflict	Classroom interactions, both between the teacher and students and among students, are appropriate and free from conflict but may be characterized by occasional inconsistencies.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine worth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
2b: Establishing a Culture for Learning	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student commitment to the work.	The classroom environment reflects a developing culture for learning, with modest expectations for student achievement, adequate teacher commitment to the student, and average commitment to the subject.	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student commitment to work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by being committed to their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
2c: Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in significant loss of instructional time.	Classroom routine and procedures have been established but function unevenly or inconsistently, with some loss of instructional time.	Classroom routines and procedures have been established and function smoothly.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
2d: Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor students behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual students needs.
2e: Organizing Physical Space	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

	Unsatisfactory	Basic	Proficient	Distinguished
3a: Communicating Clearly And Accurately	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
3b: Using Questioning And Discussion Techniques	Teacher makes inadequate use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques reflects an attempt at some high-level questions, true discussion, and evokes moderate student participation.	Teacher's use of questioning and discussion techniques consistently reflects high-level questions, true discussion, and participation by most students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
3c: Engaging Students in Learning	Few students are intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations or content, or lack of lesson structure.	Students are somewhat intellectually engaged as a result of activities or materials of uneven quality, inconsistent representations of content, or unevenly structure or pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
3d: Providing Feedback to Students	Teacher's feedback to students is not evident, of poor quality, and/or is not given in a timely manner.	Teacher attempts to provide feedback to students that is accurate, constructive, and timely.	Teacher consistently and successfully provides feedback to students that is accurate, substantive, constructive, specific, and timely.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
3e: Demonstrating Flexibility And Responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates some flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students. Teacher employs a limited repertoire of instructional strategies.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. Teacher employs an expanded repertoire of instructional strategies.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. Teacher employs an extensive repertoire of instructional strategies and solicits additional resources.

	Unsatisfactory	Basic	Proficient	Distinguished
4a: Reflecting On Teaching	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes global observations as to how it might be improved.	Teacher reflects accurately on the lesson citing general characteristics, and makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples; teacher draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining Accurate Records	Teacher has no system, or an inadequate system, for maintaining accurate instructional and/or non-instructional records, resulting in errors and confusion.	Teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient.	Teachers system for maintaining accurate instructional and/or non-instructional records is generally efficient, and teacher can readily access said records.	Teacher system for maintaining accurate instructional and/or non- instructional records is efficient, the teacher can readily access said records, and utilizes these records to provide frequent student feedback.
4c: Communicating With Families	Teacher does not comply with school procedures for communicating with families, provides little or no information to families and makes no attempt to engage them in the instructional program.	Teacher complies with school procedures for communicating with families, responds to family-initiated contacts, and makes an effort to engage families in the instructional program.	Teacher complies with school procedures for communicating with families, initiates family contacts, and makes a significant effort to engage families in the instructional program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program.
4d: Contributing to the School and District	Teacher's relationships with colleagues are negative or self-serving. Teacher avoids being involved in district events/projects, as defined in job description.	Teacher's relationships with colleagues are cordial. Teacher participates in school and district events/projects, as defined in job description.	Teacher maintains positive relationships with colleagues and takes the initiative to participate in school and district events/projects, even when not required to be present.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
4e: Growing and Developing Professionally	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are required and/or convenient.	Teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skill, and shares this knowledge.	Teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skills and uses this knowledge to provide leadership and impact change.
4f: Showing Professionalism	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students. Teacher fails to consistently adhere to building and/or district expectations and guidelines.	Teacher's attempts to serve students based on the best information are genuine but inconsistent. Teacher adheres to building and/or district expectations and guidelines.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school. Teacher assumes additional personal responsibility for non-assigned tasks that extend beyond building and/or district guidelines.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally undeserved, are honored in the school.

FORM S

SECTION 9 – INSURANCE SUMMARY

Appendix 1 – Insurance Summary 101

Your Summary of Benefits

Anthem.

Educational Purchasing Council - Wilmington
Blue Access® (PPO)
Effective October 1, 2013

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$500/$1,000
Out-of-Pocket Limit (Single/Family)	$1,500/$3,000	$3,500/$7,000
Physician Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections[1]: o allergy testing	$25/$25 20%	30% 30%
Preventive Care Services Services include but are not limited to: o Medical History o Mammography[1] o Pelvic Exams o Pap testing o PSA tests o Immunizations[1] o Annual diabetic eye exam o Annual Vision and Hearing exams	No copayment/coinsurance	30%
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services**	 $100 $75	 $100 $75
Inpatient and Outpatient Professional Services	15%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: o 60 days for physical medicine/rehab o 180 days for skilled nursing facility	15%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	15%	30%

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services Including but not limited to: o Home Care Services 30 visits non-network (excludes IV Therapy) o Certain diagnostic outpatient services o Hospice Care o Ambulance Services	15% No copayment/coinsurance No copayment/coinsurance	30% No copayment/coinsurance No copayment/coinsurance
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits) Limits apply to: o Physical/Occupational Therapy: 30/30 visits o Spinal Manipulation Therapy: 12 visits o Speech Therapy: 20 visits	Copayments based on place of service	Copayments based on place of service
Medical Supplies, Equipment and Appliances	20%	40%
Behavioral Health: **Mental Illness and Substance Abuse**[2] o Inpatient Facility Services o Inpatient Professional Services o Physician Office Services (PCP/SCP) o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 15% 15% $25/$25 15%	30%
Human Organ and Tissue Transplants o Except Kidney and Cornea transplants[3]	No copayment/coinsurance	50%
Prescription Drugs: **Administered by CVS/Caremark**	**See Your Prescription Benefit Plan Summary**	**See Your Prescription Benefit Plan Summary**
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Physician Office Services and Urgent Care).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance excluding allergy testing (Network).
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age; to end of the month which the child attains age 26
- No copayment/coinsurance means no deductible/copayment/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.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Your Summary of Benefits

- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2 We 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. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.
3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

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.

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.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance.
By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

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

Your Prescription Benefit Plan Copay Overview

Wilmington City Schools 10/01/2013

	CVS Caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	**CVS Caremark Mail Service Pharmacy** For long-term medications (Up to a 60-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	**$10** for a generic prescription	**$10** for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	**$30** for a preferred brand-name prescription	**$30** for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	**$60** for a non-preferred brand-name prescription	**$60** for a non-preferred brand-name prescription
Refill Limit	None	None
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

For out of network coverage, you will be reimbursed 50% with a minimum of $30.00

Certain medications may require prior authorization or coverage through a CVS Caremark specialty pharmacy. Please contact customer care or go to www.caremark.com for additional information on these medications.

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS Caremark retail network.

- Choose from more than 67,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,300 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS Caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Use the FastStart® tool found on www.caremark.com
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.
Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

22430-2PRTF-50-0713

K. The provisions of this Article are intended to supersede all contractual and statutory employment and reemployment provisions including, but not limited to, a teacher's entitlement to a continuing contract as provided in R.C. §§3319.08 and 3319.11.

ARTICLE 43 – LENGTH OF CONTRACT

A. Unless otherwise indicated, this Contract shall commence on July 1, 2014 and terminate on June 30, 2017.

B. The terms of this agreement shall then be effective from July 1, 2014 and continue in full force and effect until midnight, June 30, 2017.

WILMINGTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
President

By: _____
Treasurer

By: _____
Superintendent

By: _____
Team Member

By: _____
Team Member

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WILMINGTON EDUCATION ASSOCIATION

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