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**NEGOTIATED CONTRACT**

**BETWEEN**

**THE WYNFORD EDUCATION ASSOCIATION**

**AND**

**THE WYNFORD LOCAL BOARD OF EDUCATION**

**July 1, 2014 through June 30, 2017**

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This Agreement entered by and between the Board of Education of the Wynford Local School District (hereinafter, the Board) and the Wynford Education Association (hereinafter, the Association):

## ARTICLE I - PROFESSIONAL NEGOTIATIONS

### A. MANAGEMENT RIGHTS

1. The Board is the locally elected body charged with the final responsibility of establishing policies for the Wynford Local School District in accordance with the laws of the State of Ohio and the terms and conditions of this Agreement. The Superintendent and his staff have the responsibility of carrying out the policies established.
2. The Board shall retain all rights, duties, and authority as are provided for in statute and the provisions of the contract between the Board and the Association.

### B. PRINCIPLES

1. Objective: Attainment of objectives for the educational program of the Wynford Local School District requires mutual understanding and cooperation among the Board, the Superintendent, and Association. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
2. Certificated Personnel: It is recognized that members of the certificated staff require specialized qualifications, and that the success of the educational program in the Wynford Schools depends upon the maximum utilization of the abilities of the certificated personnel. It further recognizes that the professional staff has genuine interest in the welfare of the students and in the effective and efficient operation of the school system.
3. Right to Join or Not to Join: The Board recognizes that certificated personnel have the right to join, or not to join, any organization for their professional or economic improvement. Membership in any organization shall not be required as a condition of employment.
4. Right of Minorities and Individuals: Individuals and minority organizations may present their views and recommendations to the Board at scheduled meetings of the Board.
5. Good Faith: Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board be willing to react to each other's proposals with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, along with either rejecting or offering a counterproposal, the party must give reasons for said action.

"Good Faith" does not mean that either negotiation team is given authority to make final commitment for the Board or the Association.

C. RECOGNITION

1. The Board hereby recognizes the Association, an OEA/NEA - Local, as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, certificated (teachers), non-supervisory personnel (as certified by the State Employment Relations Board) both full and including by way of illustration only but not limited, classroom teachers (K-12, adult, special, vocational, guidance counselors, librarians, media and program specialists, school social workers, school nurses, coordinators, department heads, visiting teachers, advising or critic teachers). The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Board recognizes that the Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.
2. Duration of Recognition: Such recognition shall continue until such time that the Association is replaced by another employee organization in accordance with the provisions of 4117. For the duration of this recognition the Board agrees not to bargain with any other organization of teachers.
3. Any questions or disagreements with regard to the inclusions or exclusions of individuals of the bargaining unit shall be submitted to the State Employment Relations Board for determination. Such submission to SERB shall be preceded by an effort on the part of the Association and the Board to clearly identify and resolve the problem in accordance with the provisions of ORC 4117.

D. SCOPE OF BARGAINING

The scope of bargaining shall be in accordance with ORC 4117.

E. REPRESENTATION

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. Each party shall not have any control over representative(s) designated by the other party.

The negotiation teams may call upon professional and lay consultants (other than the designated team members) to assist in all negotiations. Such consultant(s) shall be entitled to attend bargaining session(s) and shall be allowed to speak with regard to their area(s) of expertise. The expense of such consultants shall be borne by the party requesting them.

F. INITIATION OF NEGOTIATIONS AND TIMELINE FOR THE BARGAINING PROCESS

1. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association.

The collective bargaining process shall commence no more than one hundred eighty (180) nor less than one hundred twenty (120) days prior to the expiration date of the existing Collective Bargaining Agreement and shall be at a mutually acceptable time within fourteen (14) days of the date that the initiating notice was served.

2. The parties shall continue in full force and effect all the terms and conditions of the existing Collective Bargaining Agreement, without resort to strike or lockout, for a period of sixty (60) days after the party gives notice or until the expiration date of the Collective Bargaining Agreement, whichever occurs later.
3. If the parties are unable to reach agreement within the timelines of F-2 above, the bargaining unit members have the right to strike under Chapter 4117 of the Revised Code provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to SERB, the agreement has expired and the impasse procedure has been exhausted.

G. NEGOTIATIONS PROCEDURES

Meetings

1. At the first scheduled negotiations meeting, the official representatives of the Association and of the Board shall meet for the sole purpose of submitting all subject items to be considered for negotiation. Once submitted, no new items may be introduced for consideration during the course of negotiations without the consent of both teams.
2. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement.
3. Negotiation meetings shall be in executive session.
4. Summary records of each negotiations session may be kept by either party. It will be the responsibility of each party to make arrangements for such record keeping as it may deem necessary.

5. Caucuses: During a negotiations session, either team may call caucuses not to exceed thirty (30) minutes each, unless mutually agreed to extend the time limit.
6. News Release: While negotiations are in process and prior to reaching an agreement to be submitted to the Board and the Association, statements to the media may be issued as needed by either party. A copy of any media release shall be furnished to the other party at the time and by the same method. Progress reports may be made to the represented bodies by either team at the discretion of that team.
7. Information: Upon request by the Association and in compliance with Ohio Revised Code (149.43), the Board shall supply, within five (5) working days when available from the auditor, all public financial information relative to the operation of the district and all public information pertinent to items to be negotiated by the Association. The cost for all materials will be shared by the Association and the Board.
8. Impasse:
  - a. In the event agreement is not reached after fifty (50) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of seven (7) days or until the expiration date of contract, whichever is greater. ORC 4117.14 (D) (2) and provisions thereafter shall then apply.
  - b. This alternative dispute settlement procedure shall replace ORC 4117.14 (c) (2) through 4117 (D) (1).

## H. AGREEMENT

Final agreement reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total agreement, and submitted by the Association to the membership for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board as a total agreement, for adoption or rejection. The Board must make said adoption or rejection within ten (10) calendar days of the date of notification of the Association ratification.

If the agreement is ratified by the Association and adopted by the Board, it shall be noted in the minutes of the Board and shall become a part of the contract between the Board and the Association. Said contract shall be signed by a representative(s) of each party.

## I. AMENDMENT PROCEDURE

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be 1) at the request of

either the Board or the Association or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, part H.

**J. NO REPRISAL**

No reprisals of any kind shall be taken by the Board and its representatives or the Association and its representatives against any member for participating in any part of the negotiation process, including preparation and research of proposals and/or membership on the negotiating team.

**K. RE-OPENING OF NEGOTIATIONS**

This Contract may be re-opened for negotiations upon mutual consent of the Board and the Association. In any case in which alterations are made to the original agreement, the finalization of such alterations shall be made in accordance with the provisions of Article I, part H.

**ARTICLE II - GRIEVANCE PROCEDURE**

**A. DEFINITION**

1. A grievance is a claim of a violation, misinterpretation, or a misapplication of the terms and conditions of this contract.
2. A "grievant" is the teacher(s) or the Association making the claim.
3. A "party in interest" is the grievant(s), the Association, the Administrator(s), the Board and/or any individual(s) or groups of individuals against whom action might be taken in order to resolve the claim.
4. A day shall be defined as a "calendar day."
5. "Appropriate supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

**B. PURPOSE AND OBJECTIVES**

1. The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances that may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to proceed independently with this grievance procedure. Any adjustment to such grievances shall not be inconsistent

with the terms of this Agreement. The Association shall have the right to 1) have representation of its choice at all levels of the procedure, 2) to receive notice (date, time, and place) of all hearings, and 3) to receive a copy of all awards from each level of the procedure.

### C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Grievances must be initiated at the appropriate level of the grievance procedure within one hundred twenty (120) days after the aggrieved knew or should have known of the grievance situation or the grievance shall be waived.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Grievance situations that occur during the summer break will, if agreeable to both parties, be processed after the start of the next school year, and the filing timeline will start on the first school day of such school year.
4. Level One: Before submission of a written grievance, the individual(s) shall first discuss such grievance with his appropriate supervisor. If such grievance is not initiated in accordance with the provisions of this section, said grievance shall no longer exist.
5. Level Two: If informal discussion does not resolve the grievance to the satisfaction of the teacher and the Association, the grievant(s) shall have the right to lodge a written grievance with appropriate supervisor. If said grievance is not submitted within ten (10) calendar days following completion of Level One, said grievance shall be waived.

Written grievance shall be on the grievance form (see Appendix A) and shall contain a statement of facts upon which the grievance is based and a reference to the specific provision(s) of the agreement alleged to have been violated, misinterpreted, or misapplied shall be included.

The grievant(s) shall have the right to a hearing with the appropriate supervisor. The hearing is to be conducted within seven (7) calendar days after receipt of the appeal. The grievant(s) and the Association shall be advised in writing of the time, place, and date of the hearing and shall have the right to representation at such meeting.

The appropriate supervisor shall take action on the written grievance within seven (7) calendar days after conclusion of the hearing. Action taken and reasons for the action shall be reduced to writing and copies sent to the grievant(s), Superintendent, and the Association.

6. Level Three: If action taken by the appropriate supervisor does not resolve the grievance to the satisfaction of the grievant(s) and the Association, or if no response is received after submission of the grievance to the appropriate supervisor, the grievant(s) may appeal in writing to the Superintendent. Failure to file appeal within seven (7) calendar days from date of receipt of written disposition shall be deemed a waiver of right to appeal.

The Superintendent shall convene a hearing within seven (7) days and shall take action on the appeal of grievance within seven (7) calendar days after conclusion of hearing. The grievant(s) shall have the right to be represented at the hearing by counsel, and/or representative of the Association. The Superintendent shall also have the right to legal representation at such meeting. Action taken and reasons for the action shall be reduced to writing and copies forwarded to the teacher, appropriate supervisor, and the Association.

7. Level Four: If action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant(s) and the Association or if no response is received after submission of the grievance to Superintendent, the grievant(s) may appeal in writing to the Board. Failure to file appeal within seven (7) calendar days from date of receipt of written disposition shall be deemed a waiver of right to appeal.

The Board shall convene a hearing within seven (7) days and shall take action on the appeal of grievance within seven (7) calendar days after conclusion of hearing. Grievant(s) shall have the right to be represented at the hearing by counsel, and/or representative of the Association. The Board shall also have the right to legal representation at such meeting.

Action taken and reasons for the action shall be reduced to writing and copies forwarded to the grievant(s), appropriate supervisor, Superintendent, and the Association.

8. Level Five - Arbitration: If the grievant is not satisfied with the disposition of the grievance by the Board at Level Four and the Association Executive Committee has investigated the grievance situation and has determined that the grievance has merit, the Association may request a hearing before an arbitrator by completing Grievance Report form, Level Five. The grievant's request for arbitration shall be made within twenty (20) calendar days following the receipt of the disposition of the grievance in Level Four. The request for arbitration shall be hand delivered or by certified mail, with return receipt requested, to the treasurer of the Board. Within ten (10) calendar days following receipt of the grievant's request for arbitration by the treasurer, the Board or its designated representative and the Association representative shall

mutually petition the American Arbitration Association to provide an arbitrator in accordance with its voluntary rules. Once the arbitrator has been selected he/she shall conduct a hearing on the grievance in accordance with rules and regulations of the American Arbitration Association. The arbitrator shall limit his/her decision to the application cited in the grievance. Post hearing briefs will be permitted in lieu of a closing statement by either party. The arbitrator will render a decision within thirty (30) calendar days and such decision will be binding on the parties. The cost of the arbitrator will be shared equally by the Board and the Association.

#### D. RIGHTS OF THE TEACHER TO REPRESENTATION

No reprisal nor discriminatory action of any kind shall be taken by the Board or by any member of the administration against any party of interest, any Association representative, any member of the Association Executive Committee, or any other participant in the grievance procedure by reason of such participation. Nor shall any reprisal or discriminatory action of any kind be taken by the Association or any of its representatives against the Board or any member of the administration.

Any party of interest or the aggrieved may be represented at any or all stages of the grievance procedure by a person of his/her own choosing from the bargaining unit, the Association, a representative of the Association, or of the legal profession; however, no teacher's organization other than the Association shall represent the grievant. When a teacher chooses to be represented by other than a representative of the Association, he/she shall so indicate by signing a "Waiver of Representation Rights" form which shall be filed with the Treasurer of the Board and the President of the Association. This form is found in Appendix B.

In all cases, the Association President shall receive notification of date, time, and place of hearings, and the Association shall be entitled to representation at such hearing in accordance with ORC 4117. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms and conditions of this Contract.

#### E. MISCELLANEOUS

Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decisions and the reasons. This material shall be promptly transmitted to all parties of interest and to the Association President.

### ARTICLE III - LEAVE PROVISIONS

#### A. PERSONAL LEAVE

1. Employees shall be granted three (3) personal days.

2. Personal leave is intended to be used only for personal business which cannot be conducted at any other time than during the school day.
3. Personal leave shall be unrestricted.
4. If an employee plans to take a day without pay (dock day), the employee must obtain approval from the Board or the Board's designee (Superintendent).
5. When feasible, notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use. In emergency situations, the request shall be completed upon return of the employee. When the request is submitted prior to use, the administrator will provide appropriate approval in a timely manner.
6. All requests for personal leave will be processed through Employee Kiosk.
7. The request submitted will be reviewed by the Superintendent and marked approved or rejected. In the latter case, the reason for the rejection shall be stated. In case of an emergency, the entire transaction may be conducted by telephone or in person.
8. All members of the bargaining unit shall have the option of receiving a bonus payment for the individual's unused personal leave equal to the Board of Education approved daily salary rate for a substitute teacher for each day of unused personal leave in a school year, having the unused personal leave converted to sick leave, or requesting up to two (2) unused personal leave days be carried over to the subsequent year.

An employee desiring the unused personal days to be converted to sick leave or up to two (2) unused personal days to be carried over to the subsequent year must notify the Treasurer by June 15. Otherwise a bonus payment shall be included in the second paycheck in July following the school year in which personal leave was not used. Employees may accumulate a maximum of five (5) personal days. Employees may be compensated for a maximum of three (3) unused days in a given year. Unused personal leave can be converted to sick leave.

## B. PROFESSIONAL LEAVE

Three (3) days' professional leave.

1. Any certificated/licensed employee requesting to attend a conference, convention, or workshop, or to observe other teachers within or outside the school district, may be absent for such purpose with or without the loss of pay, upon the recommendation of the principal and final approval of the Superintendent.

2. Such attendance must be in the best interest of the schools and within the employee's area or subject of school assignment.
3. Written approval or the reasons for denial must be returned to the employee prior to the date of leave unless the request is made 48 hours or less prior to date of leave. In the latter case approval or denial may be transacted by telephone or in person.
4. If the professional meeting is requested by the Superintendent of any employee, the Board shall pay, in addition to the teacher's salary, registration fees and transportation at the IRS rate in accordance with Article VIII, Section B. 6.
5. Upon request, teachers shall submit a written report to their immediate supervisor who will distribute it to interested parties.
6. Association officers and/or delegates who request leave to attend meetings of State Representative Assemblies, other State Association meetings, or other Association business will be granted up to three (3) professional leave days, with pay, in a school year. No more than two (2) Association members will be approved to attend the same meeting. The Board shall not pay the expenses of Association members, except for providing the substitute(s) necessary through the Employee Kiosk to fill the vacancies.
7. Normally not more than three (3) staff members shall be permitted to attend any one conference or meeting, with or without pay, at any time.
8. Itemized statement must be submitted for reimbursement with all attached original receipts. If overnight stay is necessary, employees will be reimbursed up to \$95.00 per night. Mileage to and from the site of conferences/meetings and registration fees will be reimbursed pursuant to Section B. 4. herein.

#### C. SICK LEAVE

1. Any employee who is employed by the Board shall be entitled to fifteen (15) days of sick leave with pay per school year, for each year under contract, and will be accredited at the rate of one and one-fourth (1 1/4) days per month. Unused sick leave shall accrue without limit. Employees shall be notified by the Treasurer of the Board of the total accumulated days of sick leave.
2. New teachers and current teachers who have exhausted their accumulated sick leave shall be credited with sick leave in accordance with ORC 3319.141, not more than five (5) days annually. Such credited leave will be deducted from the final pay of an employee, at his/her per diem rate if the employee leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the school provided insurance premiums of any teacher who has exhausted his/her sick leave accumulation and the five (5) days advance and who remains on active contract status with the district.

3. Teachers may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the teacher's immediate family.

Regarding illness or injury, the teacher's immediate family shall include: spouse, children, parents, sibling, or anyone who has clearly held same relationship to the employee. Regarding death, the teacher's immediate family shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.

4. The previously accumulated sick leave of a teacher new to the Wynford Local School District who has been separated from public service shall be placed to his/her credit upon his/her employment with the Board, provided that such employment takes place within ten years of the date of the last termination from public service. A teacher who transfers from another school district, or other public agency to the Wynford School District shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted by the Board.
5. Notification of a teacher's intent to use sick leave shall be communicated by telephone to the appropriate administrator and, on return to school, said sick leave shall be processed through Employee Kiosk.
6. Sick leave shall not be charged for days on which schools are not in session due to calamity, disease, epidemic, hazardous weather conditions, damage to school building, or other temporary circumstances due to utility failure rendering the school building unfit for school use.
7. Sick Leave Transfer: In the event that the Association President and Superintendent agree that a bargaining unit member who has a serious illness or injury needs additional sick leave, bargaining unit members can directly contribute unused, accumulated sick leave to the ill or injured member. However, the maximum sick leave contributed to the employee from all the other employees shall not exceed sixty (60) days and will be deducted from the contributing employees' accumulated sick leave. Sick leave that has been donated to a bargaining unit member will be deleted from that bargaining unit member's accumulated sick leave at the conclusion of the school year in which the donations were made. In the event that a bargaining member retires before the end of the school year, donated days may not be used in the calculation of severance payments. Application of this provision shall be on a case-by-case basis; bargaining unit members are limited to one (1) approved request per fiscal year.
8. Adoption Leave/Foster Care: Sick leave may be used for the adoption or foster placement of a child.

#### D. MATERNITY/PATERNITY LEAVE

1. Leave Privileges: In addition to the provisions of sick leave provided in Section C, a teacher who is pregnant, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, and to continue up to one (1) year. This leave period may be extended upon application for such extension.

If the teacher so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable.

2. Application for Maternity/Paternity Leave

Notice of leave for the purpose of maternity/paternity leave shall state in writing:

- a. expected date of birth
- b. date requested leave is to commence
- c. date teacher expects to return to service.

3. Time Period for Filing Application: Application for maternity/paternity leave should be made ten (10) days, if possible, but no less than three (3) days, prior to the requested beginning of maternity/paternity leave or extension of same.

4. Benefits While on Leave: Sick leave shall not accrue during maternity/paternity leave.

Teachers on maternity/paternity leave may continue to participate in employee Board paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due. Since maternity/paternity leave is without pay, the Board paid group benefits stated herein do not apply to the State Teachers Retirement System.

5. Reinstatement: Upon return from approved maternity/paternity leave, the teacher shall be entitled to reinstatement to a position for which certification/licensure is held. If the said position has been abolished, the returning staff member shall be appointed to a position for which he/she is certified/licensed to teach.

#### E. LEAVE OF ABSENCE

1. Upon written request, a teacher shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for a maximum of one (1) consecutive school year. Upon subsequent request, such leave may be renewed.
2. A written application must be made to the Superintendent on the appropriate Leave of Absence form at least thirty (30) calendar days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.

3. Members of the bargaining unit who take any leave under this section shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date. The employee is ineligible for the HSA Board contributions as outlined in Article VIII, D. 1. b. and the insurance opt-out stipend as outlined in Article VIII, D. 7.
4. At the expiration of the approved leave, the teacher shall resume the contract status which he/she held prior to such leave. The returning staff member may be granted his/her position held prior to the leave if the position is still in existence. If the said position has been abolished, the returning staff member shall be appointed to a position for which he/she is certified/licensed to teach.

F. MILITARY LEAVE OF ABSENCE

Military leave shall be granted in accordance with Section 3319.14 of the Revised Code of Ohio.

G. COURT LEAVE

When a teacher's presence is required in a court of law for jury duty or as a result of a subpoena during a contracted day, the teacher shall be paid his/her regular salary. Such leave shall not be deducted from any other type of leave. Court leave does not pertain to that employee who brings an action against the Board of Education. Documentation of the request to appear, or the need to appear in a court of law, shall be provided when requested by the administration.

H. ASSAULT LEAVE

1. In accordance with the provisions of Section 3319.143 of the Ohio Revised Code, the Board shall grant assault leave to employees absent due to physical inability to work due to an assault while engaged in school-related activities, on or off school premises, before, during, or after school hours.
2. If the Superintendent and Association mutually agree an employee is traumatized and is unable to work due to the threat of an assault, the employee may avail him/herself of assault leave consistent with the terms of this article.
3. An employee who is eligible for assault leave will be paid his/her full schedule compensation for the period of absence up to a maximum of twenty-five (25) days.
4. The employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.

5. The employee shall furnish a written, signed statement to the Superintendent from a licensed medical doctor as to the nature of the physical incapacity, its possible duration, and the need to be absent from duty.
6. Assault leave shall not be charged against personal leave or sick leave earned or earnable by the employee.

#### I. FAMILY AND MEDICAL LEAVE

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to eligible employees covered by this Agreement.
2. Any alleged violations of the Act may be processed through the grievance procedure contained herein; however, if an employee seeks enforcement of FMLA through a regulatory agency or the courts, the decision of the agency or court shall prevail over any grievance or arbitration award.
3. Leave Provisions
  - a. Each employee who meets the specified circumstances shall be granted upon request up to 12 weeks of unpaid leave per year for serious health condition of the employee or to care for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
  - b. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
  - c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
  - d. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.
  - e. When medically necessary, leave may be taken intermittently.
4. Protection of Employment
  - a. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
  - b. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

5. Insurance Continuation

During the leave, for up to 12 weeks per 12 month period, the Board shall continue to pay the contribution it makes for a teacher on the payroll to continue participation in the district's health insurance plans.

6. Twelve Month Period

Twelve month period means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.

7. If any part of this provision conflicts with federal law, rules or regulations, Article IX, Provisions Contrary to Law shall apply.

8. At the conclusion of this contract this Family and Medical Leave provision shall be re-negotiated in its entirety.

ARTICLE IV - EVALUATION, CONTRACTS AND SENIORITY

A. EMPLOYMENT

The Board of Education shall initially employ the teachers of the schools, upon the recommendation of the Superintendent. The salary shall be in conformity with the negotiated and adopted salary schedule.

Duties beyond the regular classroom work of the school day shall be paid for in extra sums in accordance with the negotiated and adopted supplemental schedule.

B. TEACHER CONTRACTS

Limited Contracts - Limited regular teaching contracts shall be approved by the Board on the recommendation of the Superintendent. A limited contract will be for regular duties (not supplemental responsibilities) for a term not to exceed five years entered into between the Board and a teacher who is not eligible for a continuing contract.

The minimum progression for the awarding of limited contracts to the eligible teachers is a one-year contract the first year of employment, a second one-year contract upon successful completion and recommendation for renewal of the first one-year contract, and a two- to five-year contract upon successful completion and recommendation for renewal of the second one-year contract.

Extended Limited Contract - Extended limited contracts shall be a contract entered into between the Board and a teacher who is eligible for a continuing contract but is granted only limited contract as expressly authorized by the Ohio Revised Code.

Continuing Contract – Continuing contract status shall be awarded to those staff members who become eligible through certification/licensure and service requirements established by Ohio Revised Code, 3319.08 which states the following requirements must be met to attain continuing contract status:

1. For teachers initially licensed prior to January 1, 2011:
  - a. hold a professional, permanent, or life certificate (issued under prior law); or a professional, senior professional, or lead professional educator license, and
  - b. has completed either of the following:
    - 1) if a Master's degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in an area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or
    - 2) if no Master's degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of graduate coursework in an area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
  
2. For teachers initially licensed after January 1, 2011:
  - a. hold a professional, senior professional, or lead professional educator license;
  - b. has held an educator's license for at least seven (7) years; and
  - c. has completed either of the following:
    - 1) if a Master's degree was held at the time of initially receiving a teacher's certificate under former law or an educator's license, six (6) semester hours of graduate coursework in an area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or
    - 2) if no Master's degree was held at the time of initially receiving an educator license, thirty (30) semester hours of graduate coursework in an area of licensure or in an area related to the teaching field since the initial issuance of that license.
  - d. has taught within the Wynford Local Schools for three of the last five years. For those individuals who have, prior to their employment within the district, attained continuing contract status in some other

district, continuing contract status begins after only two years of service within the district, and may begin at some sooner date if the superintendent of schools so recommends.

To be considered for continuing contract, the employees must meet all the following requirements:

1. Prior to September 15, the employee who wants to be considered for continuing contract in that school year must notify the Superintendent in writing, and the employee will be subject to the formal evaluation procedure.
2. After March 1 upon reaching eligibility for a continuing contract, the teacher shall apply to the Superintendent to be considered for a continuing contract fifteen (15) days prior to the next regular Board meeting. The Board will make a decision at its next regular Board meeting provided the application is timely.

#### C. TEACHER EVALUATION POLICY

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012)

The Board of Education (Board) of Wynford Local School District (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

#### DEFINITIONS

1. Teachers: This policy applies to District employees who meet one of the following categories:
  - a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
  - b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
  - c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or

- d. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.
2. **Electronic Teacher and Principal Evaluation System (eTPES):** The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
3. **Evaluation Cycle:** The period of time for the completion of evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
4. **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The three factors are Student Growth Measures (42.5%), Teacher Performance (42.5%), and Peer Evaluation (15%).
5. **Evaluation Instrument:** The forms used by the teacher's evaluator are located in Appendices C-1 – C-2 to this agreement.
6. **Evaluation Rating:** The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
7. **Evidence:** Information provided to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
8. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
9. **Peer Review Evaluation:** Method of teacher evaluation permitted under statutory revision that permits licensed educators to evaluate the instructional performance of fellow teachers.
10. **Poorly Performing Teacher:** A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

11. **Remediation Plan:** A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any performance deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.
12. **Shared Attribution:** The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
13. **Student Growth Measure (SGM):** A method for determining how much academic progress students are making by measuring growth between two points in time. Ohio recognizes three types: (1) value added; (2) those based on state-approved vendor assessments; and (3) locally-determined measures.
14. **Student Learning Objective (SLO):** A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
15. **Teacher of Record:** A Teacher who
  - a. Is responsible for assigning the grade to the student, and
  - b. Is required to have the proper certification and/or licensure to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and
  - c. Is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.
16. **Teacher performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teachers performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
17. **Teacher-Student Data Linkage (TSDL):** The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' growth scores for the purpose of attributing student growth to the teacher of record.
18. **Value-Added:** Refers to the Education Value-Added Assessment System (EVAAS) value-added model(s) provided by SAS, Inc. which calculates a

measure of student growth at the district and school levels based on student scores.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or "other administrator" as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

#### PUBLIC RECORD REQUEST

All evaluation documents are subject to public records requests. The Wynford Local Schools will implement Option 3 of the three options provided by the Ohio Department of Education in regards to public record requests. This option stipulates that there are no minimum forms required, that the uploading of specific forms to the OTES website does not apply, and that none of the OTES/OPES forms will be displayed on the OTES/OPES website.

#### ASSIGNING AN EFFECTIVENESS RATING

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following three categories: 1) Teacher Performance; 2) Student Growth Measures; and 3) Peer Review. 42.5% of the evaluation will be attributed to teacher performance, 42.5% will be attributed to multiple measures of student growth, and 15% attributed to peer review.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as Exhibit A and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

#### CALCULATING TEACHER PERFORMANCE

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. 42.5% of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;

3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance 42.5%, which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

An OTES Certified District Administrator shall be the primary evaluator. If requested by the principal or teacher being evaluated, upon mutual consent, the second evaluation may be conducted by any qualified, identified evaluator.

Prior to the evaluation being placed in the employee's personnel file, a post observation conference shall be conducted.

After the post conference is held, the teacher shall receive a written copy of the evaluation. Both the teacher and the evaluator shall sign and date the evaluation form. The teacher, by affixing his/her signature to the form indicates only that he/she has received and read such form and such signature does not indicate that he/she concurs with the evaluation, comments or ratings. The teacher has the right to submit comments or a rebuttal to the evaluation.

The OTES Rubric will be used for Teacher Performance. See Appendix C-3.

#### CALCULATING STUDENT GROWTH MEASURES

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures. Student academic growth will comprise 42.5% of the teacher evaluation.

1. Teacher-level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 exists, value-added data must be measure used in calculating student growth.
2. ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the percentage (42.5%) attributed to

student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

3. **Locally-determined Measures:** For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

In those classes where OAA value added data is available, student growth will be calculated solely using value added data. In those classes where value-added data is not available but data from ODE approved vendors is available, student growth will be calculated by data from the ODE approved vendor. Where OAA value added data and data from the approved list of assessments is not available for subject areas, Student Learning Objectives will be used to calculate growth.

In the calculation for student academic growth, a student who has fifteen or more excused and/or unexcused absences for the school year for a specific class will not be included.

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected"; and 3) "Below."

<b>SLO Scoring Matrix Percentage of students that met or exceeded growth target</b>	<b>Descriptive rating</b>	<b>Numerical rating</b>
<b>90-100</b>	<b>Most effective</b>	<b>5</b>
<b>80-89</b>	<b>Above Average</b>	<b>4</b>
<b>70-79</b>	<b>Average</b>	<b>3</b>
<b>60-69</b>	<b>Approaching Average</b>	<b>2</b>
<b>59 or less</b>	<b>Least Effective</b>	<b>1</b>

#### PEER REVIEW EVALUATION

Peer review evaluation will comprise 15% of the teacher evaluation. The instrument used for peer review evaluation will be limited solely to the list of approved instruments as provided by the Ohio Department of Education.

#### EVALUATION TIMELINE

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations

of at least thirty (30) minutes each and including a pre- and post-conference; and 2) Periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

1. Observations must be scheduled at least one week apart
2. More than two observations may be used for an evaluation
3. Both the teacher and the evaluator must sign the Teacher Observation Form, indicating the time and date of the observation
4. Informal observations by the evaluator, obtained during the school day, and/or relating to the day-to-day function of the school, may be used in the evaluation
5. No evaluation shall be conducted the day preceding or following a holiday or a planned break or on a day when the regularly scheduled day has been shortened
6. First year teachers shall be given two days advance notice of the first observation in their first evaluation
7. A teacher or administrator may request an evaluation at any time
8. An OTES Certified District Administrator shall be the primary evaluator. If requested by the principal or the teacher being evaluated, the second evaluation may be conducted by any of three qualified persons as described in ORC 3319.22.
9. Prior to the evaluation being placed in the employee's personnel file, a post-observation conference shall be conducted
10. After the post-observation conference is held, the teacher shall receive a written copy of the evaluation. Both the teacher and evaluator shall sign and date the evaluation form. The teacher, by affixing his/her signature to the form indicates only that he/she has received and read such form and such signature does not indicate that he/she concurs with the valuation, comments, and ratings. The teacher has a right to submit comments as a rebuttal to the evaluation.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy, via one formal observation provided the teacher completes a project that has been approved by the Board to demonstrate the teacher's continued growth and practice at the Accomplished level. The teacher must submit a proposed project to the Superintendent no later than September 30, for the Superintendent to obtain the necessary Board approval.

#### CREDENTIALLED EVALUATORS

The Board will annually adopt a list of approved credentialed evaluators. Such list will be comprised of only Wynford employees. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an

evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

### PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall include the following components:

1. The growth plan can be self-directed or collaborative
2. The growth plan should be individualized to the needs of the teacher
3. The growth plan must specifically relate to areas of refinement identified in the teacher's evaluation
4. Professional development opportunities and support for the teacher will be provided by providing resources

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall include the following components:

1. The growth plan can be self-directed or collaborative
2. The growth plan should be individualized to the needs of the teacher
3. The growth plan must specifically relate to areas of refinement identified in the teacher's evaluation
4. Professional development opportunities and support for the teacher will be provided by providing resources

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall include the following components:

1. The growth plan can be self-directed or collaborative
2. The growth plan should be individualized to the needs of the teacher
3. The growth plan must specifically relate to areas of refinement identified in the teacher's evaluation
4. Professional development opportunities and support for the teacher will be provided by providing resources

## TESTING FOR TEACHERS IN CORE SUBJECT AREAS

Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two of the three most recent school years. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

## RETENTION AND PROMOTION DECISIONS

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions:

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

## REMOVAL OF POORLY-PERFORMING TEACHERS

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.

## PROFESSIONAL DEVELOPMENT

The Board’s plan for the allocation of financial resources to support professional development is as follows:

Upon recommendations from the OTES, SGM and Labor Management Committee, financial resources will be allocated to support professional development.

## OTES COMMITTEE

1. Committee members shall serve the term of the collective bargaining agreement.
2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g. music, art, special education) and programs (e.g. career tech) within the district.

3. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
4. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee. The cost, if any, shall be borne by the board.
5. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
6. Committee agendas shall be developed jointly by the co-chairpersons of the committee.
7. All decisions of the committee shall be achieved by consensus.
8. Minutes of meetings shall be distributed in a timely manner to committee members, association President, and district Superintendent.
9. Any committee work performed outside of the contractual work day shall be paid at a rate of \$25.00 per hour.
10. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
11. The committee shall be responsible for recommending whether an employee is considered to be under the OTES evaluation procedure or non-OTES evaluation procedure.
12. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
13. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
14. The board shall amend its evaluation policy to conform to the terms of this agreement.
15. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results

in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.

16. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

#### STUDENT GROWTH MEASURES (SGMs) COMMITTEE

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs for the employees of Wynford Local Schools.

1. The committee shall be comprised of five (5) association members from the elementary school and six (6) association members from the junior/high school appointed by the association president, and an administrator from each school building appointed by the superintendent. Two student growth measure committees will be established. The SGM committee representing the elementary building will be composed of one teacher from grades K-2, one teacher from grades 3-4, one teacher from grades 5-6, one teacher from special education and one teacher from specialty areas. The high school SGM committee will comprise of one teacher from each area: English, social studies, math, science, special education, and one specialty area.
2. The terms of association members on the committee shall be for a period of the term of the collective bargaining agreement.
3. The committee shall be chaired jointly by a committee member from the association and a committee member from administration.
4. Members of the committee shall receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit shall be trained on the new system and SGM application). The cost, if any, shall be borne by the board.
5. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
6. Committee agendas shall be developed jointly by the co-chairs of the committee.

7. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
8. All decisions of the committee shall be evidenced-based and achieved by consensus.
9. The SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.
10. The SGM committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
11. The association and the board shall bargain as required in accordance with Ohio Revised Code 4117.
12. The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness:

SLO Scoring Matrix Percentage of students that met or exceeded growth target	Descriptive rating	Numerical rating
90-100	Most effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

13. Any committee work performed outside of the contractual work day shall be paid at a rate of \$25.00 per hour.

### WALKTHROUGHS

1. A walkthrough is a formative assessment process that focuses on any of the following components resulting in a brief written note(s) or summary:
  - a. Evidence of planning;
  - b. Lesson delivery;
  - c. Differentiation;
  - d. Resources;
  - e. Classroom environment;
  - f. Student engagement;
  - g. Assessment; or
  - h. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall consist of at least five (5) consecutive minutes.
3. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than two (2) work days following the walkthrough. At the request of the teacher, a formal debriefing shall occur upon receipt of the walkthrough form to discuss observations relative to the identified focus.

#### STUDENT GROWTH MEASURES (SGM)

1. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by [e.g. September 15]. The instructional staff shall be consulted in the purchase of vendor assessments.
2. Student Attendance – A teacher may elect to exclude the SGMs attributed to any student evidencing more than (15) days of excused and/or unexcused absences from the classroom. It will be the responsibility of the local district to ensure attendance is correctly recorded as it relates to SGM calculations.
3. Teachers on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act for not less than nine (9) weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.
4. Teacher who has transferred – A teacher, who is transferred to a different position (e.g. subject, grade level), shall have an SGM score consisting of a minimum of three consecutive years of SGM data before any job action may be taken. Also, a teacher who has voluntarily transferred or who is involuntarily transferred for any purpose to meet the mandated Third Grade Reading Guarantee or another State or ESEA mandate, shall have accumulated a minimum of three consecutive years of SGM data before any job action may be taken on the basis of the SGM data.

#### TEACHER OF RECORD

Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record and the attendance of students, as it relates to the SGM rating, prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, he/she shall notify the superintendent or his/her designee.

#### MENTOR TEACHER FOR TEACHERS ON ANY IMPROVEMENT PLAN

The district may provide teachers under a performance-driven remediation and/or SGM-driven improvement plan with a trained mentor who is not the credentialed evaluator.

The mentor teacher may be provided release time to allow for consultations and/or observations with the teacher.

Adoption Date: \_\_\_\_\_

#### D. CONTRACT NOTIFICATION

1. If the evaluator or the Superintendent decides to recommend contract non-renewal, denial of continuing contract or any other adverse personnel action, the employee shall be given notice at least five (5) days prior to any official Board action. Upon request, reasons will be given in writing.
2. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

#### E. SENIORITY

1. Seniority shall mean the length of continuous employment in a bargaining unit position as follows:
  - a. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
  - b. Seniority shall accrue for all time an employee is under contract except as specified in part 'c' below.
  - c. Time spent on an unpaid leave or layoff shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
  - d. Employees shall accrue one (1) year of seniority for each contractual year worked.
  - e. No employee shall accrue more than one (1) year of seniority in any work year.
2. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the first day worked; then

The employee with the earliest date of employment (date of hire); then

The employee with the earliest date of application; then

By administrative decision with reasons given in writing to the Association President, upon request.

3. For reduction in force purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.
4. Seniority shall be lost when an employee retires or resigns, is employed in a full-time non-bargaining unit position, or is discharged for cause.
5. The seniority list shall be posted annually, by November 1, of each work year. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Two (2) copies of said list shall be provided to the Union President on or before January 15 of each year.
  - a. The names and contractual status of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
  - b. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.
6. Each employee shall have a period of forty-five (45) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after forty-five (45) days of the posting of the seniority list and the list shall be considered as final until the next posting.

#### ARTICLE V - REDUCTION IN FORCE (RIF)

##### A. RIF

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or by reason of suspension of schools or territorial changes affecting the district, the Board may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

Said reduction shall be in accordance with the provisions of this agreement.

**B. NOTIFICATION OF ANTICIPATED RIF**

If the Board determines a RIF may occur, the Superintendent shall notify the Association President, in writing, no later than April 15. Any RIF will be implemented prior to the beginning of the subsequent school year. The notification shall include the reason(s) for the RIF, the position(s) to be reduced, eliminated or not filled, the name(s) of the employees to be affected, and the effective date of the RIF.

**C. PROCEDURES**

1. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, resign, or take an approved leave of absence.
2. The type of contract is the deciding factor. Continuing contract personnel would be listed in order of seniority followed by limited contract personnel in order of seniority. RIF would begin with the lowest seniority at the limited contract level.
3. To the extent that reductions are not achieved through attrition, the required reductions will be accomplished by suspension of contract. Suspension of contract shall mean that a teacher will be in an inactive status with the district.
4. Seniority shall be determined as defined in Section E of Article IV.
5. Length of continuous service will not be interrupted or affected by an authorized leave of absence.
6. Written notification (registered mail, certified mail or hand delivered in private) shall be given to all teachers whose contracts are to be suspended no later than May 1 prior to the year of implementation.
7. The staff member lowest on the seniority list according to certification/licensure will be subject to the provisions of this policy.
8. A seniority list will be available in each building office. This list will be by certification/licensure. Staff members working in more than one department will be placed in all areas of certification/licensure. In addition the Association President shall receive two (2) copies of the seniority list(s) by January 15 of each year.
9. A teacher may bump another teacher with lower seniority if he/she holds proper certification/licensure at the time of RIF.

#### D. RECALL

1. A teacher whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he or she is certified/licensed.
2. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified/licensed in order of seniority at the time of their layoff.
3. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher's last known address by certified mail. It shall be the responsibility of each teacher to notify the Board of any change in address.
4. If a teacher fails to accept full-time active employment status within ten (10) calendar days from the date said notification was mailed in accordance with the above, said teacher shall be placed at the bottom of Reduction in Force list.
5. A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status and will resume the contract status held at the time of the layoff.
6. A staff member will remain on the recall list for a maximum of three years or until she/he asks to be removed.
7. Laid-off teachers shall be given the right to pay the total group premium for group life, hospitalization, and other group benefits for up to 18 months from the date of the layoff.
8. Sick leave and seniority will be restored effective at the time of RIFing. No sick leave or seniority can be accumulated during the RIFed period except according to state statute.
9. Acceptance or rejection of employment as a short-term substitute (59 days or less) shall not constitute the basis for a Board challenge to a laid-off employee's entitlement to unemployment compensation. However, if the laid-off employee rejects any employment with the Board that would exceed 59 days, the Board may contest the unemployment compensation.

## ARTICLE VI - TEACHING CONDITIONS

### A. TEACHING ASSIGNMENT

1. The Superintendent has the right to assign consistent with the terms of this contract; however, all teachers shall retain their assignment from the previous year unless an assignment change occurs due to:

Job Posting/Bid  
Voluntary Transfer  
Involuntary Transfer  
RIF

2. During June the Superintendent and Association shall meet to review any proposed reassignments and work out problems or differences. Following the resolution meeting(s) any teacher who is being reassigned shall be notified in writing fourteen (14) days prior to the first day of school for students of their assignment which shall indicate the building, subject(s) and grade level(s). It is understood that unexpected retirements, resignations or deaths after the designated date above might not be included in the reassignment meeting due to timing but would be subject to the posting procedure.

Any employee who is reassigned after July 10 shall be exempt from all statutory regulations that dictate that employees are to give notice of retirement prior to a designated date. The Board of Education will accept any resignation offered after a reassignment has been made.

### B. POSTING

All certified and supplemental openings shall be emailed to each teacher and posted conspicuously on the bulletin board in each office near the teachers' mailboxes in every building during the school year. Such notices will be indelibly dated at the time of posting. Such notices shall be posted in the Board of Education office and shall be emailed to each teacher. Interested teachers shall apply within the stipulated deadline for application as indicated on the posting.

If no applications are received within ten (10) calendar days, two (2) full weeks when school is not in session, of date of posting the notice it will be assumed that there is no interest in the position among current teachers and the position may be filled from outside the system.

If a position becomes vacant on or after July 10, then the posting time shall be reduced to seven (7) calendar days.

If a position becomes vacant within two (2) weeks of the first teacher workday of the school year, then the posting requirement shall be waived.

A person hired to fill a posted position must possess all of the stated qualifications for the position. Current teachers having proper certification/licensure and meeting the stated qualifications, with consideration given for previous experience in the designated position, may apply for the posted position. The Board reserves the right to select the most qualified applicant for the position.

## C. TRANSFER PROCEDURE

### 1. Definitions

- a. A transfer shall be defined as a change in assignment.
- b. A voluntary transfer shall be defined as an employee initiated reassignment.
- c. An involuntary transfer shall be defined as an Employer initiated reassignment of an employee.

### 2. Vacancy

A vacancy shall be defined as any position in the bargaining unit resulting from:

- a. An employee's leaving employment as a result of a termination, resignation, or death.
- b. An employee's non-renewal for just cause.
- c. An employee's transfer to another bargaining unit position.
- d. An employee's assuming a non-bargaining unit position.
- e. The creation of a new bargaining unit position.

### 3. Posting of a Vacancy Notice

- a. The vacancy notice shall be posted within five (5) workdays of the Board of Education's approval of the vacancy.
- b. The vacancy notice shall be posted openly on all employee bulletin boards, a copy sent to the Association president, and emailed to employees scheduled to work during the posting period.
- c. The vacancy notice shall include the position title, qualifications, licensing, and/or certification requirements; date of initial posting; and last date to apply for the position.

- d. The posting period shall be for ten (10) workdays.
4. Voluntary Transfer: Teachers may request a change of assignment in accordance with negotiated agreement on assignments and open positions and the following procedures:
- a. Change of assignment requests shall refer to:
    - 1) Change in building
    - 2) Change of year/level
    - 3) Change of subject
  - b. Voluntary transfer requests may be initiated by teachers using the following guidelines:
    - 1) A Voluntary Transfer Request Form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.
    - 2) Voluntary transfers will be considered if a vacancy exists or becomes available.
    - 3) Persons applying for a transfer will be interviewed for vacancy and be given all due consideration for the position requested in accordance with Sections A and B of this Article. Voluntary Transfer form found in Appendix D.
    - 4) An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial.
5. Involuntary Transfer: Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer between buildings, subjects, or grade levels, notification thereof shall be given to the involved teacher(s) ten (10) workdays preceding the effective date of said involuntary transfer. When involuntary transfers are necessary due to a staffing need, a teacher's area(s) of certification/licensure, his/her teaching experience, and length of service in the Wynford Local Schools will be used as the criteria in determining if a teacher is to be transferred.

Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified/licensed. In discussing an involuntary transfer, there will be a meeting (within five (5) days of a written request) of the teacher(s) involved and the Superintendent or his/her designee to explain the

circumstances of the transfer. If requested, these reasons shall be put in writing. Reasons for involuntary transfer shall not be arbitrary or capricious.

Transfer decisions will be made without regard to race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status, or political or union affiliation.

#### D. LUNCH PERIODS

1. All teachers shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes during the student day. Teachers may leave the school grounds and/or use this time for personal business provided they notify the office of their intent to leave the building and receive permission from the principal.
2. Teachers will not be assigned the duty of collecting lunch money.

#### E. PERSONNEL FILES

The Board shall maintain the official personnel file system in the office of the Superintendent for all teachers. Said file shall be maintained by the Superintendent, who shall be responsible for developing necessary and reasonable rules regarding access to the system, proper placement material, and the security of the system.

The Superintendent shall inform all office employees who may work with this system of all maintenance rules. Further, the Superintendent shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accordance with this section of the contract and ORC 1347 so as to assure fairness in any determination made with respect to a person on the basis of the information.

The purpose of this system is to serve as a repository of personal information that is necessary and relevant to the individual teacher's employment and professional responsibilities.

Should a member of the general public request information from or request to inspect the personnel file of an employee, the employee will be notified.

The employee will have a right to be present for all inspections of the personnel file by anyone other than an appropriate administrator or Board member.

The teacher shall have access to all personal information contained in the system at all times. There shall not be a charge for access to the system.

Upon request, by the teacher, the Superintendent shall:

1. Inform the teacher of the existence of any personal information in the system;

2. Permit the teacher and his/her attorney to inspect all personal information contained in the system except a confidential law enforcement investigatory record of trial preparation;
3. Inform the teacher regarding the types of uses made of the information (a log shall be maintained as a part of each individual's file that will indicate the name and date that access was granted to the file);
4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;
5. Upon written approval of the teacher, grant access to the teacher's attorney or other representative, and;
6. Furnish the teacher with a copy of any information contained in the system. The teacher shall have the right to read and receive a copy of all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. Said material shall be clearly identified as material that is to be placed in the official personnel file system. The signing of the material does not indicate that the teacher agrees with the content of the document. Further, the teacher shall have the right to respond, in writing, to any material that is to be placed in the system. Said responses shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should disbursement of the original document be made.

No parent complaints will be placed in the personnel file of a teacher unless:

1. The allegation is in writing and is signed by the parent;
2. A conference was held including the parent, teacher, and the principal or immediate supervisor;
3. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor or principal;
4. The teacher's comments have been attached to the complaint.

No anonymous letters or material will be placed in the system.

Inaccurate, irrelevant, incomplete or untimely information shall not be contained in the personnel file.

F. PREPARATION TIME

Each teacher shall have at least one (1) preparation period per day. Such period shall be of no less than thirty-eight (38) continuous minutes. The required lunch period shall not be considered as a part of the preparation period.

Any teacher failing to meet the thirty-eight (38) minute requirement of the above paragraph shall not be required to assume any non-teaching duties on that day.

An alternate schedule will be developed for when the school day is shortened (district delayed start, early release, etc.). Class times will be shortened proportionately in order to allow for the adjustment of preparation time.

G. TEACHER CONTRACT YEAR/DAY

Each teacher's contract year shall be one hundred eighty-four (184) days (one hundred eighty [180] days with students in attendance), including parent-teacher conferences, unless a waiver is granted by the state Superintendent of Instruction. The teacher workday shall not exceed seven and one-half (7 ½) hours. It is understood that on parent-teacher conference days the teacher's workday may exceed seven and one-half (7 ½) hours. For the purpose of determining contract days, any scheduled conference time(s) totaling five (5) to seven (7) hours (at the principal's discretion) shall equal one (1) student day.

H. PROCEDURE FOR REQUISITIONS

1. Requisitions for supplies and materials will be completed and submitted first to the school principal for signature and then to the Superintendent for approval or disapproval.
2. A copy of the requisition submitted by any teacher will be returned indicating its status, to the person submitting it, no later than thirty (30) days after the date of submission.

I. BETTER LINE OF COMMUNICATION BETWEEN BOARD, ADMINISTRATION, AND STAFF

1. Copies of the same news release concerning Board meetings given the radio and press are to be sent to each of the Wynford buildings for posting on the teachers' bulletin board within three (3) days after the meeting. This should contain resignations and hirings or reassignments, and other business of major importance.
2. Labor-Management Committee
  - a. A Labor-Management Committee shall be established for the purpose of regular meetings to discuss concerns of either party. At the start of each school year the WEA president and the superintendent shall establish a schedule of quarterly Labor Management Committee

meetings. Additional meetings may be scheduled at the request of either party. Each year, guidelines shall be reviewed and revised by the committee, if appropriate.

- b. A tentative agenda for each meeting shall be jointly prepared by the WEA president and the superintendent. These meetings shall not be utilized for purposes of negotiations or for the adjudication of grievances. Prior to placement on the agenda, an issue affecting one (1) specific building/department must be discussed with the building principal in an effort to resolve the matter.
- c. The members of the Labor Management Committee shall consist of the Association president, five (5) additional Association members assigned by the Association president, the building administrators, and the superintendent. Other attendees at the various meetings will be invited if they are involved with issues brought before the Committee at that meeting. Chairmanship of the meetings shall alternate between the parties.
- d. Minutes shall be prepared for each meeting of the Labor Management Committee and such minutes shall be made available to all administrators, all Board members, and the bargaining unit represented by the WEA.
- e. Representatives of the Federal Mediation and Conciliation Service (FMCS) can be utilized by the parties to provide training to Committee members on the implementation of an effective Labor Management Committee.

3. New Teacher/Retiring Teacher Orientation

An orientation process for new employees and an exiting process for retiring employees shall be mutually designed that will include both a Board/Administration level and Association level.

The process shall include an orientation on the first workday of a school year for new bargaining unit members. The orientation will be provided by the Association and shall be no less than 1/2 hour. New employees will attend a new employee orientation meeting provided by the administration.

For retiring employees, a similar process shall be mutually developed to address any questions or concerns related to retirement issues such as severance, insurance continuation, pay-out, etc.

## J. CALENDAR

1. A Calendar Committee shall be formed each year. This Committee shall consist of a teacher representative appointed by the Association from each building and a non-teacher representative from each working area, and the Superintendent.
2. The Calendar Committee shall develop recommendations for the school calendar and shall forward said recommendations to the Board of Education by April 1 of each year. The Board shall seriously consider the recommendations.
3. The calendar that is adopted by the Board shall be in accordance with the following:
  - a. The Board shall not establish a calendar that does not conform to the past practices and customs of the district, or current law.
  - b. The contract year, for teachers, shall be in accordance with the provisions of this contract and shall include, but not limited to, the following:
    - 1) one pre-school meeting/workday,
    - 2) the week that school commences (students in attendance) shall contain no more than four (4) days,
    - 3) two (2) professional meeting days,
    - 4) a minimum of one (1) day for parent/teacher conferences (no students in attendance).
  - c. At least the following holiday periods:
    - 1) Labor Day,
    - 2) Thanksgiving Day and the following Friday,
    - 3) Martin Luther King Day,
    - 4) Spring break shall be not less than 2 days, including Good Friday,
    - 5) Memorial Day

## K. SUBSTITUTE TEACHER

Every effort will be made to obtain a substitute teacher(s) when a member of the bargaining unit is absent.

1. When a substitute teacher is not available, members of the bargaining unit may be asked to substitute during their schedule preparation/planning time under the condition that the member must agree to assume such responsibility.
2. If, at the request of an administrator, a member of the bargaining unit agrees to substitute during his/her only scheduled preparation/planning time, he/she shall be

compensated at a rate of \$20.00 per period or portion thereof. Employee shall submit service time on the standard (substitute teacher) form.

3. This provision applies to all members of the bargaining unit which would include elementary teachers who retain responsibility for their students when educational service personnel are absent.
4. Class coverage pursuant to paragraph '2' above will be arranged by the principal of the school in question and will be distributed as equitably as possible among the teachers in said school.

#### L. TEACHING ENVIRONMENT

All buildings, grounds, materials and equipment are to be safe, clean, attractive as possible, adequate in quantity and quality, and be in good operative and/or functional condition.

#### M. CLASS SIZE AND LOAD

1. It is recognized by the Association and the Board of Education that pupil-teacher ratio is an important aspect of an effective educational program.
2. Teachers in grades K-6 will not be scheduled more than 26 students to begin the school year. Class size may be increased due to new students living in the district, but may not be increased due to open enrollment.

A process will be established where the superintendent, building principal, classroom teacher, and grade level team will resolve any situation when the class limit is exceeded within two (2) weeks of the occurrence of the class size exceeding 26 students.

In grades 7-12, pupils will be assigned to classrooms and/or subjects in a manner designed to achieve equally balanced classrooms according to the facility limits available.

3. It shall be a goal of the Board to equalize class sizes in grades 7 through 12 so that teachers of academic classes have no more than 165 students per day. However, teachers of academic classes in grades seven (7) through twelve (12) shall not have a class load that exceeds one hundred seventy-five students per day, except upon individual teacher approval.
4. Elementary vocal music, art, and physical education classes shall not exceed one (1) classroom unit.
5. High school art, lab, and shop classes will have no more students per class than available work stations, except upon approval of the instructor.

6. All new students shall be assigned, if possible, to the classroom in each building that has the smallest number of students. In individual buildings, all students on each grade level will be equally divided among the classrooms in order to equalize classroom enrollment.
7. This policy shall not alter the offering of classes with small numbers of students nor treat the upper limits herein as required class enrollment.
8. The Board shall equalize elementary class sizes among the same grades so that there is no more than 25% disparity.
9. Secondary Scheduling: The administration shall attempt to design teaching schedules so no teacher in grades seven (7) through twelve (12) teaches more than seven periods in an eight period day.

The administration shall provide the teachers in these affected grades a copy of the proposed teaching schedule by the last teacher workday. In the event the administration is unable to design the teaching schedule so that no teacher in grades seven (7) through twelve (12) teaches more than seven (7) periods per day, the affected teacher may notify the building principal within one week to discuss the proposed schedule. An Association representative may accompany the teacher.

If the meeting between the teacher and the principal does not resolve the right to the matter, the Association shall have the right to present the issue at a special meeting of the Labor-Management Committee which may meet outside of the school year. For purpose of the special meeting, the Committee shall consist of up to six representatives appointed by the Association President and up to six administrators/supervisors appointed by the Superintendent.

If the situation is not resolved through the Labor-Management Committee efforts, the following procedure will be used.

- a. The issue will be submitted to the Federal Mediation and Conciliation Service for grievance mediation.
- b. If still unresolved, the issue will be appealed to the Board.
- c. If not resolved at the Board level, the issue will be brought to arbitration.
- d. Grievance time lines as per Article II will apply unless both parties agree to waive time lines.
- e. The date for the beginning of the grievance shall be the date of the last Labor Management Committee meeting at which the issue was discussed and left unresolved.

## N. IN-SERVICE PROGRAM

During the professional meeting days scheduled in the student calendar, teachers may request to either 1) attend the in-service program offered by the Wynford Local School District or 2) use the day to observe a class in another school district. Teachers electing to

observe another teacher must receive approval from the principal and Superintendent and provide written verification from the building administrator of the teacher observed.

#### O. PARENTAL/PUBLIC COMPLAINT PROCEDURE

1. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school building level. When a complaint is made by a parent or parents of a student, or any other member of the public concerning an employee's conduct, service, character or personality which is deemed serious enough to become a matter of formal record the employee shall be notified of the complaint. The employee and his/her principal shall attempt to resolve the complaint with the involved party or parties. If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action by submitting a signed complaint against a teacher to the principal of the school. The principal shall give a copy to the teacher. Likewise, the teacher may request in writing to the principal that such a signed complaint must be filed or the matter shall be considered closed. The principal shall give a copy to the parent.
2. Further action concerning the complaint shall be initiated by the following procedure:
  - a. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged as soon as possible to discuss the complaint.
  - b. If it is not resolved at that level, it may be appealed to the Superintendent.
  - c. If it is still unresolved, it may be appealed to the Board of Education.
3. In each of the steps above, a teacher may request and be accompanied by counsel and/or representative of his/her choosing. Conferences regarding such complaints shall be private.
4. To the extent permitted by law, at no time and under no circumstances shall a teacher's confidential personnel file be opened to the public or any part of the contents thereof be revealed, conveyed or in any manner transmitted directly or indirectly, to the public or members of the news media by the Board of Education or the Administrative staff, or their agents unless a public hearing is held at the request of the teacher concerning the suspension or dismissal of the teacher involved.

#### P. DISPENSING MEDICATION

Teachers shall not be required to dispense medication nor to be responsible for collection and storage of medication on a day to day basis. The Wynford Local School District

will hire and train auxiliary staff to administer, monitor, and provide auxiliary services to those special needs students when a school nurse is not available.

**Q. INDIVIDUALIZED EDUCATION PLAN (IEP)**

1. Classroom teachers who have assigned to their class a student who has been identified and enrolled in an Individualized Educational Plan (IEP), other than speech, shall be part of the student's team which develops the student's IEP for the subject area(s) identified within the IEP and shall have direct input into the student's IEP for the appropriate subject area(s).
2. If the bargaining unit member feels that the IEP student is not progressing satisfactorily or is creating an unfavorable educational climate in the regular classroom, the teacher should so advise the principal. The principal will call a conference of the child's IEP team at a time and place convenient to all members of the team, including the parent(s) and/or student. IEP students assigned to regular classrooms shall, to the extent possible, be equitably assigned by the administration to classrooms at each grade and/or subject level.
3. Additionally, the administration will cooperate with the affected teachers in accessing training, in-service programs, materials, and professional assistance to enable the teacher to implement the student's IEP.
4. Waiver Procedures -The administration shall not submit a define waiver request to the State Department of Education or to any other agency with competent jurisdiction without first obtaining concurrence of the WEA.
5. Support Services -- The administration shall arrange for the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student's IEP. No teacher shall be required to perform any custodial care services for students such as diapering, I.V. maintenance, toileting, lifting, catheterization, etc.
6. Release Time -- Teachers who participate in the development of IEP's and/or attend IEP team meetings will be provided release time if scheduled during the school day.
7. Evaluation Impact -- The performance evaluation of teachers who are impacted by an IEP shall not include any negative assessment if the short/long term competencies of the IEP student have not been met. Teachers are responsible for providing students the opportunity to learn in accordance with their IEP's.

**R. RESIDENT EDUCATOR PROGRAM**

1. Purpose

The mentoring program will provide Wynford Local School District new teachers with coaching, mentoring, and guidance that are critical to

improving their skills, knowledge, and student achievement which comply with the requirements set by the Ohio Department of Education.

- a. A program of support provided by the school district to meet the unique needs of an individual in their first year of teaching in the Wynford Local School District.
- b. A four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.
- c. The mentoring program will be administered and funded by Wynford Local School District.

2. Description of Mentoring Program

The Wynford Local Schools mentoring program will consist of the following components:

- a. Superintendent
  - 1) Will be responsible for registering Resident Educators into CORE and input end of year reports in CORE.
- b. Lead Mentor
  - 1) Will oversee and monitor the district mentoring program.
  - 2) The lead mentor will receive a \$600 stipend annually.
  - 3) May only take one mentee during the four years.
- c. RE Mentor Teachers
  - 1) The RE mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.
  - 2) RE mentor will receive an \$800 stipend per RE per year.
  - 3) No mentor teacher shall work with more than two resident educators.
- d. Resident Educators

3 Protections

- a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of the staff member's evaluation.
- b. No resident educator may remain in an entry year program for a period longer than four (4) school years.

- c. The resident educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
- d. A mentor teacher shall be held harmless in the event that resident educator fails or does not complete the resident educator program.

4. Transitioning Teachers

- a. A “transitioning teacher” (TT) is an educator who is new to the district; whose role, subject, or grade level is changing; or who is returning to education after being away from the classroom for an extended period of time.
- b. A TT who is not required to participate in the resident educator program may request a mentor or may be assigned a mentor by a building administrator. This mentor is intended to help guide a TT in making a smooth transition. The TT’s mentor will be assigned by the building administrator and could be any staff member who holds a similar position and is willing to provide support throughout the year. This mentorship does not require observations, evaluations, or a stipend.

ARTICLE VII - ASSOCIATION RIGHTS

The Wynford Education Association, as the exclusive bargaining representative for teachers, shall have the following sole and exclusive rights and privileges that are to be afforded to any employee organization.

- A. Payroll deduction of professional dues for the teachers of the Wynford Education Association to the United Education Profession (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association, and the Wynford Education Association), in equal amounts or as otherwise indicated, with the written authorization of the member, shall be made. Deductions shall be continuous from year to year unless an employee submits a written withdrawal of membership to the WEA treasurer between August 15 and September 30. The Association Treasurer shall notify the Board Treasurer of any such withdrawals.

1. Fair Share Fee

Effective August 1, 2000, and during each year thereafter, the Board will agree to deduct from the paychecks of any new bargaining unit members hired after that date of attainment an annual fair share fee in accordance with the Ohio Revised Code and the below-listed procedure. Any existing bargaining unit member who is as of that date of attainment not a dues-paying Union member shall be grandfathered and shall not be required to pay a fair share fee as long as that

member is employed in the district. However, once such individuals decide to become dues paying members, they are subject to all provisions of this section.

2. Subject to Division (A) (1) of this article, the Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of WEA a fair share fee for the Union's representation of such non-members during the term of this contract.
3. Notice of the amount of the annual fair share fee (which shall be equal to 100% of the unified dues of the Union) shall be transmitted by the Union to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Union.
4. Payroll deduction of such annual fair share fee shall commence on the first pay date of the school year. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:
  - a. sixty days' employment in a bargaining unit position, or
  - b. January 15
5. The Employer further agrees to accompany each such transmittal with a list of 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.
6. The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09 (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 Union 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.
7. Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.
8. The Union on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Employer shall give written notice within ten (10) days, or as soon as practicable, or any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;

- b. The Union shall reserve the right to designate counsel to represent and defend the Employee;
  - c. The Employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
  - d. The Employer acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- B. Agendas, minutes, and financial statements, and other official documents or papers used in the course of public portion of official Board meetings will be made available to the Association by the treasurer of the Board. The President of the Association will be notified of the time and place of all regular and special Board meetings.
  - C. Association officers and/or delegates who request leave to attend meetings of State Representative Assemblies, other State Association meetings, or other Association business will be granted up to three (3) professional leave days in a school year. No more than two (2) Association members will be approved to attend the same meeting. The Board shall not pay the expenses of Association members, except for providing the substitute(s) necessary to fill the vacancies.
  - D. Use of teachers' mailboxes in the building to distribute Association literature.
  - E. Free building use for Association meetings that do not interfere with previously scheduled school activities. Notice of such requested use shall be given to the building administrator as far in advance as possible, but no less than 24 hours.
  - F. Phone use for Association business, with Association paying for its toll calls.
  - G. Office machines' use (with adequate training by the secretarial staff) so long as such use does not interfere with school business, with Association paying for material.
  - H. Names and department assignments of all new teaching staff as soon as available.
  - I. Financial and insurance information upon request by the Association President.
  - J. Announcements at faculty meetings, whether department or district-wide, including new teacher or district-wide orientation meeting(s) at the beginning of the school year.
  - K. Informal meetings with the Superintendent at the request of the Superintendent or the President of the Association.

- L. **Right to Representation:** The Association shall have the right to provide representation for each member of the bargaining unit. A teacher may request the presence of an Association representative at any meeting with the administration/Board. Upon such request, said meeting shall not proceed until the representative is in attendance. Such meeting would not be delayed more than forty-eight (48) hours.

## ARTICLE VIII - SALARY AND FRINGE BENEFITS

### A. REGULAR SALARY

A base salary of \$28,607 will be in effect for the 2014-15 and 2015-16 school years. Teachers new to the district will be placed on the 2015 & 2016 salary schedule according to Section B, Number 3, of this agreement.

For the 2014-15 and 2015-16 school years, there will be a freeze on steps. For the 2014-15 school year, teachers with years of service in the district will receive a 3 percent raise over their 2013-14 salary. For the 2015-16 school year, teachers with years of service in the district will receive a 2 percent raise over their 2014-15 salary.

The base salary for the 2016-17 school year will be \$30,055. Steps will be reinstated and awarded for service gained over the years when steps were frozen. See Appendix F.

### B. MISCELLANEOUS PROVISIONS RELATED TO SALARY

#### 1. Pay Procedure

- a. Payroll checks will be issued on every other Friday for a total of twenty-six (26) pays per year. If more than 26 pays fall within a calendar year, an adjustment will need to be made to this schedule to maintain the proper number and amount of pay. In this event, the pay dates, beginning with the first pay in June, will be moved forward by one day each. This will affect four pay dates.

If the payday falls on a holiday of two days or less, payroll will be issued the last school day prior to such holiday. If the payday falls on a holiday or vacation of more than two days the direct deposit form will be mailed on the regular date of issuance unless special arrangements have been made to pick it up.

- b. Direct deposit forms will be delivered to the email address the teacher provides to the Treasurer's Office. The teacher will notify the Board if (s)he prefers to pick up his/her direct deposit forms or have them delivered to the teacher's mailbox at the school during the school year or to the employee's home during the summer months.

- c. Salary paid will be in accordance with the terms of the contract and in accordance with the salary schedule adopted by the Board.
- d. The following deductions will be processed: Federal income tax, Medicare tax, State income tax, local income tax-where applicable, employees' respective retirement systems. Other deductions as the treasurer may be directed providing five (5) or more employees participate in such deduction.
- e. Direct Deposit: An employee's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) of the employee's choosing not later than 8:00 a.m. each pay date. The Board shall not be held liable or accountable for mistakes and/or late deposits due to errors made by any financial institution.

This benefit will be available at no cost to the employee. Employees shall be able to select and change bank(s)/financial institution(s) at their individual options.

- 2. Advancement on Salary Schedule: Additional hours of college credit or continuing education units earned during a school year will be reflected by appropriate advancement on the salary schedule where such credit is properly certified on the form provided (Appendix L) to the treasurer as follows:
  - a. Teachers will be placed on the appropriate column and experience level within fifteen workdays following the submission of appropriate proof of satisfactory completion of credits and/or course work necessary for advancement.
  - b. For advancement purposes, when awarding additional hours of college credit or continuing education units, it shall be computed on a semester hour basis - quarter hours earned are to be converted by a factor of two-thirds (2/3).
  - c. Hours are to be earned after completion of MA must be (1) related to the individual's teaching field, or (2) for certification/licensure in an education area, (3) to obtain an advanced degree in a field of education, and (4) obtained on the employee's own time.
  - d. The BA+15 column may be achieved by earning undergraduate or graduate hours completed after the awarding of the BA degree.
  - e. The BA/150 column may be achieved by earning graduate or undergraduate hours, completed at any time.
  - f. The Bachelors' column(s) shall refer to any bachelor's degree earned.

- g. The Masters' column(s) shall refer to any master's degree earned.
  - h. The MA+10 and MA+20 may be achieved by earning graduate hours completed after the awarding of the MA degree.
  - i. All employees hired prior to July 1, 2003 shall not suffer any adverse salary consequences as a result of newly enacted provisions b. through e., inclusive.
3. Teacher's Experience Credit: When employing an experienced teacher, full credit on the salary schedule shall be given for public school teaching experience and/or non-public (chartered) school experience up to ten (10) years. A year of experience shall be defined as one hundred twenty (120) days or more of employment in any one school year. There shall be no granting of experience by this provision for current employees on a retroactive basis. In extenuating circumstances the Superintendent may place a new employee on a step beyond 10 years providing the teacher has accumulated such years in public school and/or non-public teaching. The Superintendent shall notify the WEA president when such action will be taken.
4. STRS Pick-up: The Board agrees to continue to recognize the tax deferred treatment of employees' contribution to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and condition:
- a. The amount to be picked-up and paid on behalf of each employee shall be at the current STRS determined percentage of the employee's compensation. The employee's annual compensation shall be reduced for tax purposes only, by an amount equal to the amount picked-up and paid by the Board.
  - b. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
  - c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  - d. The pick-up shall continue without interruption and shall apply to all compensation including supplemental earnings thereafter.
  - e. This provision shall not result in additional costs to the Board with regard to STRS premium amounts.
5. Severance Pay: Teachers who choose to retire are eligible for severance pay upon evidence of proof that they have retired. The term "retire/retirement" as stated herein shall be the definition developed by the State Teachers Retirement System. The severance pay is based upon the accumulated sick leave remaining to their credit. Each teacher is entitled to one-fourth (1/4) the value of accumulated but unused sick leave. The maximum payment will be for seventy (70) days. This is based upon each teacher's daily rate at the time of their

retirement (regular and supplemental). Payment shall be made on the next pay following retirement upon completion of the Request for Severance Payment Form, Appendix E.

6. Mileage: Teachers who are required to travel as the result of their teaching assignment shall be compensated at the current IRS rate for mileage as of July 1 for each subsequent fiscal year.
7. Additional Training Reimbursement
  - a. The Board shall allocate a maximum of forty thousand dollars (\$40,000.00) each fiscal year (July 1 to June 30 of the following year) for the training reimbursement program.
  - b. The number of hours that can be approved for fall, and spring semester is six (6) semester hours and for summer semester is nine (9) semester hours. Reimbursement per individual will be limited to \$600.00 per semester hour. No one will be eligible for more than twelve (12) semester hours in any 12 month period (July 1 – June 30).
  - c. Bargaining unit members are required to take the course prior to requesting training reimbursement. Members of the bargaining unit must make the commitment, receive a grade of "C" or better, and show proof of payment when submitting a request for tuition allowance reimbursement. Proof of payment shall include a registration form detailing the number of hours taken and the cost per hour for the course. Submission for payment reimbursement must be made within thirty (30) days after receipt of the college transcript and must be submitted in the fiscal year the course end date occurs. Summer semester courses shall be considered the first semester of three semesters in a fiscal year. Therefore, if a summer semester course ends in May or June, reimbursement will occur in the subsequent fiscal year for purposes of this agreement.
  - d. All course work must be (a) related to the individual's teaching field, or (b) for certification/licensure in an educational area, (c) to obtain an advanced degree in a field of education, and (d) obtained on the employee's own time.
  - e. Funds shall be paid as follows:
    - Step 1 - On a first-come-first serve basis, employees eligible for training reimbursement in accordance with Sections 'b' through 'd' shall be paid 50% of the requested amount within thirty (30) days of submission of all necessary paperwork to the Treasurer's office up to the limit specified in Sections 7-a and 7-b of this article. Reimbursement for less than full-time employees will be determined on a pro-rata basis.

Step 2 - On the first pay in June of each year, and based on the \$600.00 per semester hour amount, the remainder of the \$40,000.00 fund shall be divided and distributed to all eligible employees. All remaining funds will be divided on a pro-rata basis not to exceed the amount an employee actually paid for qualified tuition during the fiscal year.

- f. Monies must be reimbursed by the member of the bargaining unit if he/she resigns from Wynford School District prior to completing a year of service after receipt of training reimbursement funds.
8. Each employee shall receive a pass to all Wynford extracurricular activities that is non-transferable and admits the employee to Wynford sponsored events where admission is charged or a discounted pass will be extended to the employee's family member(s). This discounted pass will be for 50% of the cost of the current year's cost of a season pass.

#### C. SUPPLEMENTAL POSITIONS

1. Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:
  - a. duration of supplemental contract
  - b. title of supplemental position
  - c. amount of supplemental compensation
2. Posting and filling of supplemental positions shall be in accordance with Article VI, Section B, of this Contract.
3. Acceptance of a supplemental contract shall be voluntary.
4. Supplemental contracts will be paid in one of three methods:
  - a. one lump sum at the end of the supplemental contract duties,
  - b. in twenty-six (26) pays on the same check as regular payroll, or
  - c. one-half at the middle of the season and one-half at the end of the season.

A season shall be defined as the period lasting from the OHSAA first day of official practice to the team's final officially scheduled contest. Employees may select which payment method desired and shall notify the Board of Education at the time

the contract is returned. Compensation for a supplemental contract shall begin with the first regular pay period after the supplemental contract has started, pursuant to the employee's selected payment method. If a supplemental contract is granted after the twenty-six pays have commenced, the compensation will be divided by the remaining pays if that is the method of payment selected.

5. Employees with supplemental contracts will be evaluated.
6. An employee's performance in a supplemental position shall not have an adverse effect on his/her certified teacher position. An employee's supplemental duties are not to interfere with, or be conducted during instructional time, unless approved by the building administrator. Supplemental duties should not detract from or impede the performance of a teacher's instructional responsibilities.
7. Percentages stated in the supplemental contract are to be applied to the base salary of the regular salary schedule.
8. See Supplemental Position pay schedules, Appendices G-1 and G-2.
9. Duties performed as part of a certified employee's position which require an employee to work longer than their normal year as dictated in the contract shall be defined as extended time, and will be paid at a daily rate of 1/184 of their regular contract salary.
10. The supplemental duties shall be reviewed by a six member committee, when necessary:

3 appointed by the Superintendent

3 appointed by the WEA President

#### D. BONUS

1. Signing Bonus: Each teacher new to the District for the 2014-2015-, 2015-2016, or 2016-2017 school year and whose educational level falls within the BA category on the salary schedule shall receive a signing bonus of \$2,000.00 payable by the first pay of regular employment. This bonus is contingent upon each recipient remaining an employee of the Wynford Local School District for one year. If the employee does not remain in the Wynford Local School District for one year, then she/he shall pay the signing bonus back in full.
2. National Board Certification Bonus: Each teacher that attains National Board Certification after July 1, 2008 shall receive a one-time payment of \$2,000.00.

#### E. INSURANCE PROGRAM

1. Comprehensive Health Plan (Hospital/Surgical/Major Med): The Board shall provide, through a carrier or third party administrator licensed by the State of Ohio,

comprehensive health insurance coverage using a Health Savings Account Plan ("HSA Plan") which meets or exceeds the coverage that was in effect during the 2008-09 school year. The Board will provide said coverage for each eligible teacher, now or thereafter employed, and his/her eligible dependents with the following stipulations.

- a. Payments by the Board to the HSA Plan employee accounts will be made in two equal distributions. Every effort will be made to ensure that the bank receives the first Board contribution by the first business banking day after January 1. The second distribution will be made by the first pay in July. Advances will be made with the approval of the Superintendent on an as needed basis upon receipt of proper documentation and may be for up to the maximum amount.
- b. For full-time employees, the amount deposited in the account shall be \$1,350.00 for each employee enrolled in a single insurance plan and \$2,000.00 for each employee enrolled in a family plan. Full-time bargaining unit members are defined as 7 ½ hours per day. For part-time bargaining unit members, the Board contribution to his/her HSA account shall be prorated according to the percentage of employment using 7 ½ hours as the denominator.

If an employee leaves the district at any time during the calendar year, the employee must return the pro-rata portion of the contribution to the Board for the months the employee is not enrolled in the insurance. The Employer may use payroll deduction to recover all monies owed to the Board. For employees that begin employment subsequent to January 1, the employee will receive the pro-rata portion of the Board's HSA contribution based on the number of full months the employee is enrolled in the district's HSA Plan.

An employee may contribute to his/her HSA Plan an additional amount equal to the current IRS limits. These additional contributions shall be tax sheltered and may be made in equal bi-weekly deductions through payroll deduction. Elections to make contributions to an employee's HSA account via payroll deduction must be made by December 15 of the year preceding the calendar year for which the deduction(s) will be made by completing a HSA payroll deduction form provided by the Treasurer's Office. An employee may change his/her deduction election amount in June of the plan year for deductions in July through December by submitting a HSA payroll deduction form to the Treasurer's Office by June 15.

- c. Those employees who opt out of the Wynford Insurance program as per this negotiated agreement shall receive a payment of \$1,650.00 as outlined in Article VIII. E. 6.

- d. Full-time employees employed for the 2008-2009 school year and prior will not pay a monthly contribution for medical/prescription coverage. New employees hired for the 2009-2010 school year and subsequent school years will contribute 10% of the medical/prescription premium through payroll deduction. In addition, regardless of the hire date, less than full-time employees will pay insurance premiums on a prorated basis using the number of hours of employment divided by 7 ½ hours.
- e. Each employee will agree to a per policy in-network deductible. An employee may choose a physician or hospital out-of-network, which will require a 70/30 co-insurance.

	<u>Single</u>	<u>Family</u>
In-network	\$2,325	\$4,500
Out-of-network	\$3,325	\$6,500

- f. An eligible employee enrolled in Medicare may participate in the health insurance plan as outlined in this section. However, (s)he cannot contribute to a tax-sheltered HSA bank account. Therefore, the Board contribution will be paid directly to the enrolled employee in two equal distributions in the first pay in January and in the first pay in July. The Board contributions will be included in the employee's W-2 as taxable income.
- g. The current negotiated agreement will be reopened for health insurance renegotiation if one or more of the following situations occur during the time period covered by this agreement:
  - 1) The Board is notified that self-employed dependents cannot be covered under stop loss insurance or by doing so causes a significant increase in the Board's medical and prescription stop loss premiums.
  - 2) The Board identifies a health insurance plan that improves the financial condition of the district.

SPECIFICATIONS: - see APPENDIX H.

2. Dental Insurance

- a. The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the coverage that was in effect during the 1984-85 school year for each teacher, now or hereinafter employed, and his/her eligible dependents. The full cost of this coverage and any increases thereof shall be paid by the Board.
- b. At the employee's option, the Board shall provide additional coverage as follows:

Increase lifetime maximum orthodontic services per person to \$2,000.00.

Increase percentage of payment of reasonable and customary charges for Complex services to 70% and Orthodontic services to 60%.

If this option is elected by an employee, the Board will pay five dollars (\$5.00) per month towards the additional cost of said improved dental insurance. Any additional premiums will, through payroll deduction, be purchased by the employee. The employee may choose to take a single policy, a family policy, or no policy.

SPECIFICATIONS: - see APPENDICES I-1 and I-2.

3. General Provisions

a. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and the Insurance Company(ies) which provides the benefit(s) specified in this Contract. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

b. Benefit Description for New Employees

An employee employed after the effective date of this Contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

c. Copies of Improvements in Existing Benefits

Within fourteen (14) days of receipt by the Treasurer of the written description plan the effective date of any improvement(s) in an insurance plan provided by this Contract, each teacher shall receive a written description prepared by the carrier of the improved plan.

4. Life and Accidental Death and Dismemberment

The Board shall purchase, through a carrier licensed by the State of Ohio, a \$20,000.00 policy. The full cost of this coverage and increases thereof shall be paid by the Board. Every employee shall have the opportunity to purchase additional life and accidental death and dismemberment coverage and other insurance coverages established by the carrier, within coverage and cost limits set by the carrier, through payroll deduction. Employees must enroll for additional coverage in writing to the

treasurer during January or February of the current contract year for additional coverages to be provided in the next contract year. No additions or deletions to coverages above the \$20,000.00 policy for the next contract year shall be granted after March 1 of the current contract year.

5. Prescription Drug Insurance

Prescription drug coverage shall be subject to the deductible and out-of-pocket maximum as per D (1) of this article.

6. Non-Participation Stipend

Any bargaining unit member currently enrolled in the family or single medical and prescription insurance plan as of April 1, 1994, as provided in E. 1. above, may be eligible for a stipend during the term of this contract. Upon annual written application to the Treasurer by December 15 of the year preceding the election, any bargaining unit member who is enrolled in single or family coverage effective April 1, 1994, may elect to drop either single or family medical and prescription coverage and will be eligible for a \$1,650.00 stipend. Any bargaining unit members whose spouse has Board paid medical coverage under the Wynford Insurance Plan shall not be eligible for the stipend. New bargaining unit members who are hired and whose contracts are effective after June 30, 1994, shall be eligible for the stipend.

The bargaining unit member shall be paid the stipend in December at the end of the plan year.

If they are not covered by any other medical and prescription insurance plan, bargaining unit members will be able to re-enroll in the Wynford Insurance Plan during the plan year. The re-enrollment must be for a qualifying event recognized by IRS and consistent with the terms of the insurance carrier's contract. No pre-existing clause will be applied. The bargaining unit member will not be eligible in whole or in part for the stipend.

7. The Board will offer all bargaining unit members a Section 125 Plan that will only shelter the employees' contribution to their insurance premiums.

Additional 125 Plan shelters will be offered if there are no additional costs to the Board.

8. For bargaining unit members less than full-time and hired after July 1, 1994, the reimbursement stipend received by the bargaining unit member shall be prorated accordingly to percentage of employment.

9. Vision Insurance

The Wynford Board of Education will enter employees into a vision insurance plan.

The Board will pay five dollars (\$5.00) per month toward the cost of said approved vision insurance plan. Any additional premiums will, through payroll deduction, be purchased by the employee. The employee may choose to take a single policy, a single plus one policy, a family policy, or no policy.

SPECIFICATIONS: - see APPENDIX J.

10. Spousal Carve-out

Effective January 1, 2015, spouses of Wynford employees who have health insurance available to them at their place of employment on a full-time basis will not be eligible for health insurance coverage on the Wynford health insurance plans (medical, prescription, dental, and vision insurance). A stipend of \$1,650.00 per year will be paid to each employee whose spouse is forced off of the Wynford insurance plan as of January 1 of each year as a result of this provision. All Wynford employees that are enrolled in the Wynford Health Plan must sign an affidavit that documents his/her marital and spousal employment statuses. The affidavit will also serve as a certification of the spouse's ineligibility for full-time based health insurance coverage at his/her place of employment, if applicable. See Appendix K. This document must be submitted to the Treasurer's Office by the second Friday in December preceding the plan year.

F. FREE DEPENDENT TUITION

1. The Board shall maintain a policy of free dependent tuition.
2. The dependent of an employee shall be assigned to a building and class by the Superintendent in accordance with past records from previous schools or local testing.
3. Requests for free dependent tuition shall be made prior to the opening of the school year except for extenuating circumstances which may occur during the school year and are approved by the Board of Education.

G. RETIREES

There shall be no guarantee of employment to STRS, SERS, OPERS who have retired. The vacant positions shall be posted as per the negotiated agreement.

Membership in the WEA shall be as per the negotiated agreement. Retirees hired into the system shall not have any seniority, bumping rights or privileges as outlined in Article V of the agreement. In the event of a RIF, re-employed, retired teachers shall be reduced before any other certificated/licensed personnel.

Retirees hired into the system shall not accumulate seniority nor are they eligible for any signing bonuses or tuition reimbursement, but are entitled to personal and professional leave(s) as per the negotiated agreement.

Retirees shall earn one and one-quarter (1.25) days of sick leave per month, up to a maximum of fifteen (15) days per year. Retirees who were employed in the Wynford system the previous year may carryover a maximum of fifteen (15) days sick leave.

Retirees hired into the system shall not qualify for severance pay. It is the clear understanding of the parties that an individual cannot retire twice, regardless of where they were previously employed.

Retirees hired into the system shall only receive a one-year limited contract that is automatically non-renewed without any requirement for evaluation or compliance with ORC Sections 3319.11 and 3319.111. It is the parties' express intent to specifically supersede ORC Sections 3319.11 and 3319.111.

Retirees hired into the system may receive up to ten (10) years' experience on the appropriate education level salary schedule for prior teaching years. Ten (10) years shall also be the maximum level of compensation for such retirees.

Retirees hired into the system will be eligible for life insurance as negotiated in the master agreement.

#### ARTICLE IX - PROVISION CONTRARY TO LAW

The provisions of this Contract shall prevail over conflicting provisions of state law in accordance with Section 4117.10 of the Ohio Revised Code, except as may be limited by that section.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

## ARTICLE X - LIABILITY PROTECTION

The Wynford Education Association and the Wynford Local Board of Education in an effort to deal with liabilities placed on the Board of Education by Ohio Revised Code 3313.203 (sovereign immunity) agree to the following stipulations:

- A. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceedings in any state or federal court arising out of an alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Wynford Local Board of Education.
- B. The Wynford Local Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his employment of duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.
- C. The Board of Education further agrees not to enter into any consent judgment or settlement of claim on behalf of the employee unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board of Education.
- D. The Board of Education further agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to Ohio Revised Code 3313.203 that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.
- E. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between Board attorney, the insurance company representatives, the attorney representing the insurance company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.
- F. The Board further agrees that unless discovered and proven by independent inquiry none of the materials provided in confidence to the Board's attorney or investigator in an attempt to indemnify the Board, excluding incident reports developed by the administration or an admitted crime, relevant to any claim or damages, or allegation or admission of wrongdoing will be placed in the employee's personnel file and further that no records of relevancy to

any employee's alleged culpability in any liability claim may be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours, or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.

- G. The Board further agrees that there will be no media release, except that information which would be available to any person attending a public board meeting, regarding any liability suit which involves the alleged act or omission of a member of the bargaining unit and that any publicity or media release will require the express written concurrence of the member of the bargaining unit involved.
- H. Following notification of an incident, the Board of Education agrees to provide any member of the bargaining unit with a minimum of three (3) hours to secure professional advice before he or she is required to file a written accident report or to give an oral account to the Employer or anyone else of the incident that could result in a claim of liability.

The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim of liability.

- I. The Board of Education should provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or all claims of liability. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.
- J. The Wynford Education Association will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.
- K. The Wynford Local Board of Education will purchase liability coverage.

#### ARTICLE XI - NON-DISCRIMINATION

The Board shall not discriminate with regard to race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status, or political or union affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

The Board further will ensure that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, reduction in force (RIF), education, tuition assistance, will be administered without regard to race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status, or political or union affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

## ARTICLE XII - PROFESSIONAL DEVELOPMENT COMMITTEE

### A. PURPOSE

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. Guidelines for the LPDC shall be in accordance with statute and Ohio Department of Education requirements.

### B. TERM OF OFFICE

The term of office for members serving on the Committee for this contract period shall be two (2) members for a one-year term, two (2) members for a two-year term, and two (2) members for a three-year term. Subsequent terms after this contract shall run three years in length. In the absence of new candidates, the term limit provision may be suspended, one term at a time.

### C. COMMITTEE COMPOSITION AND SELECTION

1. The Committee shall be comprised of six members as follows:
  - four teachers (an attempt will be made to have representation from the primary, intermediate, junior high, and high school)
  - one principal
  - one at-large member
2. The four teachers shall be appointed by the WEA President. The principal member and at-large member shall be appointed by the Superintendent.
3. In the event of a vacancy, the Committee member shall be replaced in accordance with 2 above.

### D. CHAIRPERSON

The Committee chairperson shall be determined by majority vote of the Committee members.

### E. DECISION MAKING

Decisions shall be made by a vote of the Committee members present in the quorum. A quorum shall consist of four Committee members, at least one of which shall be a member appointed by the Superintendent.

### F. TRAINING

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.

2. A stipend will be paid to each teacher member in the amount of \$300.00 per year. If the available training is during work hours, the Committee members shall be given release time to attend.
3. LPDC members shall be reimbursed at all actual and necessary expenses incurred as part of this training.
4. LPDC training for Committee members shall constitute appropriate equivalent activities for purposes of Committee members' own individual development plans if they so decide by majority vote.

G. MEETINGS

The LPDC shall meet as often as the members feel necessary to complete their work. No later than September 10 each year the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

H. APPEALS PROCESS

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the WEA and the Board shall meet to bargain the appeals procedure which will herein apply.

- I. During the final year of a bargaining unit member's licensure, all required activities and submission of proof of such activities are to be completed by the final posted meeting of the year. The LPDC Committee is not required to accept material after the final posted meeting of the year. Acceptance of material after the final posted meeting of the year will be treated on a case by case basis and will only consider those cases that involve extenuating circumstances.

ARTICLE XIII - DURATION OF AGREEMENT

- A. The terms and conditions of this Contract shall be effective on July 1, 2014, and shall continue in full force and effect until twelve o'clock midnight, June 30, 2017, at which time it shall expire.

The contract shall be deemed expired June 30, 2017, and the Association shall be free to exercise its rights to strike under ORC 4117.

In the event the Wynford Local School District enters into consolidation, merger, or take-over talks with any other school districts, or is so ordered by the State Board of Education, the Association shall have the right to open negotiations on any and all issues.

- B. The terms and conditions as set forth in this Contract indicate the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or the members of the

bargaining unit of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio or interpretation(s), rulings, and precedence of such laws.

- C. Personnel Policies and Practices - The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract.
- D. Maintenance of Standards - During the term of this Agreement, the Board shall not implement any change that adversely affects the wages, hours, terms, or other conditions of employment heretofore afforded to members of the bargaining unit, regardless of whether such wages, hours, terms, or other conditions of employment are explicitly addressed in this collective bargaining agreement.
- E. It is understood that this successor agreement between the parties shall be composed of the various terms and conditions of employment that were agreed to by the parties during the current negotiations period and includes all other terms and conditions of employment from the current contract (expiration date: June 30, 2014) not specifically changed and not submitted as a subject for negotiations by either the Board or the Association during the current bargaining period.
- F. The cost of printing this Contract shall be shared equally by the Association and the Board. The number of copies to be produced will be determined by WEA president and the Superintendent. The Association will distribute copies of the Contract and/or revisions to members of the bargaining unit.
- G. This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Board and the Association.

WYNFORD LOCAL BOARD  
OF EDUCATION

WYNFORD EDUCATION  
ASSOCIATION

By \_\_\_\_\_ President

By \_\_\_\_\_ President

By \_\_\_\_\_ Superintendent

By \_\_\_\_\_ Negotiator

By \_\_\_\_\_ Treasurer

By \_\_\_\_\_ Negotiator

Grievance Report Form  
(To be Filed in Triplicate)

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Aggrieved \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

LEVEL TWO  
(Submitted to Immediate Supervisor/Principal)

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of grievance:

2. Relief sought:

C. Signature of Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

D. Disposition by Supervisor/Principal:

\_\_\_\_\_  
Signature of Supervisor/Principal \_\_\_\_\_ Date \_\_\_\_\_



WAIVER OF REPRESENTATION RIGHTS FORM

By my signature, I hereby state that I choose not to be represented by the Wynford Education Association or Association representative in my grievance initiated \_\_\_\_\_

\_\_\_\_\_ (date) concerning \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby give notice to the Board and to the Association of this choice.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TEACHER EVALUATION FORMS

**\*\*Ohio Teacher Evaluation Forms for evaluation will be added during the school year by mutual agreement between the Board and the Association.\*\***





## Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

## Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

**Teacher Performance Evaluation Rubric: Record of Evidence - *continued***

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

## Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

## Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING</b></p> <p>(Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i>                      Pre-Conference                      Formal Observation                      Classroom                      Walkthroughs/Informal Observations                      Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	<b>EVIDENCE</b>	Student work is not graded and posted in a timely manner.	Student work is graded and posted in a timely manner on an inconsistent basis.	Student work is graded and posted consistently in a timely manner.	Student work is graded and posted consistently in a timely manner.

## Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

**Classroom Walkthroughs and Informal Observations**

**Informal Observation: General Form**

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

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

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

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

**Classroom Walkthroughs and Informal Observations**

**Informal Observation: Open-Ended Form**

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

Evaluator Name                      Time Walkthrough Begins:                      Time Walkthrough Ends:

<b>TIMES</b>	<b>OBSERVATIONS</b>

**Evaluator Summary Comments:**

Evaluator Signature:

Photocopy to Teacher

<b>Final Summative Rating</b>
-------------------------------

**Final Summative Rating of Teacher Effectiveness**

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

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.

WYNFORD LOCAL SCHOOLS  
Bucyrus, Ohio

REQUEST FOR VOLUNTARY TRANSFER

NAME \_\_\_\_\_ DATE \_\_\_\_\_

Current Position: (List grade, subject, and building)

Position Sought: (List grade, subject, and building)

\*\*\*\*\*

Superintendent's Response: (Approval, denial with reasons, postponement with reasons)



2017

BASE SALARY:

30,055

YEARS OF SERVICE	BACHELORS DEGREE						MASTERS DEGREE					
	BS		BS+15		BS/150		MA		MA+10		MA+20	
	PERCENT	DOLLAR	PERCENT	DOLLAR	PERCENT	DOLLAR	PERCENT	DOLLAR	PERCENT	DOLLAR	PERCENT	DOLLAR
0	100.00%	30,055	105.20%	31,617	110.90%	33,330	116.60%	35,044	122.30%	36,757	128.00%	38,470
1	105.40%	31,677	109.70%	32,970	115.80%	34,803	121.50%	36,516	127.20%	38,229	133.10%	40,003
2	109.20%	32,820	114.20%	34,322	120.70%	36,276	126.40%	37,989	132.10%	39,702	138.20%	41,535
3	113.00%	33,962	118.70%	35,675	125.60%	37,748	131.30%	39,462	137.00%	41,175	143.30%	43,068
4	116.70%	35,074	123.20%	37,027	130.50%	39,221	136.20%	40,934	141.90%	42,847	148.40%	44,601
5	120.60%	36,246	127.70%	38,380	135.40%	40,684	141.10%	42,407	146.80%	44,120	153.50%	46,134
6	124.40%	37,388	132.20%	39,732	140.30%	42,166	146.00%	43,880	151.70%	45,593	158.60%	47,666
7	128.20%	38,530	136.70%	41,085	145.20%	43,639	150.90%	45,352	156.60%	47,065	163.70%	49,199
8	132.00%	39,672	141.20%	42,437	150.10%	45,112	155.80%	46,825	161.50%	48,538	168.80%	50,732
9	136.10%	40,904	145.70%	43,789	155.00%	46,584	160.70%	48,298	166.40%	50,011	173.90%	52,265
10	139.70%	41,986	150.20%	45,142	159.90%	48,057	165.60%	49,770	171.30%	51,483	179.00%	53,798
11	143.60%	43,158	154.70%	46,494	164.80%	49,530	170.50%	51,243	176.20%	52,956	184.10%	55,330
12	147.40%	44,300	159.20%	47,847	169.70%	51,003	175.40%	52,716	181.10%	54,429	189.20%	56,863
13	150.49%	45,229	163.70%	49,199	174.60%	52,475	180.30%	54,188	186.00%	55,901	194.30%	58,386
14	153.58%	46,158	168.20%	50,552	179.50%	53,948	185.20%	55,661	190.90%	57,374	199.40%	59,929
15	156.67%	47,086	172.03%	51,703	184.40%	55,421	190.10%	57,134	195.80%	58,847	204.50%	61,461
17	159.76%	48,015	175.86%	52,854	188.73%	56,722	194.43%	58,435	200.13%	60,148	208.97%	62,805
20	162.85%	48,944	179.69%	54,005	193.06%	58,023	198.76%	59,736	204.46%	61,449	213.44%	64,148
23	165.94%	49,872	183.52%	55,156	197.39%	59,325	203.09%	61,038	208.79%	62,751	217.91%	65,492
25	169.03%	50,801	187.35%	56,307	201.72%	60,626	207.42%	62,339	213.12%	64,052	222.38%	66,835
27	172.12%	51,730	191.18%	57,458	206.05%	61,927	211.75%	63,640	217.45%	65,354	226.85%	68,179
30	175.21%	52,659	195.01%	58,609	210.38%	63,229	216.08%	64,942	221.78%	66,655	231.32%	69,522

## SUPPLEMENTAL CONTRACT SCHEDULE FOR FY15 &amp; FY16 SCHOOL YEARS

## BASE RATE - \$28,607

	1	2	3	5	10	15	20	25
LEVEL A	\$6,866	\$7,152	\$7,438	\$7,724	\$8,010	\$8,296	\$8,582	\$8,868
ATHLETIC DIRECTOR	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%
LEVEL B	\$5,149	\$5,435	\$5,721	\$6,007	\$6,294	\$6,580	\$6,866	\$7,152
HEAD FOOTBALL HEAD MEN'S BASKETBALL HEAD LADIES BASKETBALL	18.00%	19.00%	20.00%	21.00%	22.00%	23.00%	24.00%	25.00%
LEVEL C	\$4,005	\$4,291	\$4,577	\$4,863	\$5,149	\$5,435	\$5,721	\$6,007
HEAD HIGH SCHOOL VOLLEYBALL	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%	20.00%	21.00%
LEVEL D	\$3,433	\$3,719	\$4,005	\$4,291	\$4,577	\$4,863	\$5,149	\$5,435
MARCHING BAND SUMMER BAND	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%
LEVEL E	\$2,861	\$3,147	\$3,433	\$3,719	\$4,005	\$4,291	\$4,577	\$4,863
ASST. HIGH SCHOOL FOOTBALL (6) MEN'S JUNIOR VARSITY BASKETBALL LADIES JUNIOR VARSITY BASKETBALL GIRLS/BOYS FRESHMAN BASKETBALL HEAD BASEBALL HEAD TRACK JUNIOR HIGH ATHLETIC DIRECTOR HEAD HIGH SCHOOL SOFTBALL WEIGHTLIFTING & FITNESS COORDINATOR MEN'S VARSITY ASST. BASKETBALL LADIES VARSITY ASST. BASKETBALL HEAD SWIM COACH	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%
LEVEL F	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433	\$3,719	\$4,005	\$4,291
HEAD CROSS COUNTRY HEAD GOLF YEARBOOK ADVISOR ROYAL SINGERS/DINNER THEATRE ATHLETIC TRAINER VARSITY/JV BASKETBALL CHEERLEADING ASST. HIGH SCHOOL VOLLEYBALL JUNIOR VARSITY VOLLEYBALL	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%
LEVEL G	\$2,002	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433	\$3,719	\$4,005
HEAD JUNIOR HIGH FOOTBALL B & G JUNIOR HIGH BASKETBALL JUNIOR HIGH VOLLEYBALL MEN & LADIES JUNIOR HIGH TRACK ASST. HIGH SCHOOL TRACK ASST. BASEBALL ASST. SOFTBALL FRESHMAN VOLLEYBALL PEP BAND/ROYAL BRASS ASST. SWIM COACH	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%
LEVEL H	\$1,716	\$2,002	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433	\$3,719
VARSITY/JV FOOTBALL CHEERLEADING	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%
LEVEL I	\$1,430	\$1,716	\$2,002	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433
ASST. JUNIOR HIGH FOOTBALL CROSS COUNTRY ASSISTANT	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%

**SUPPLEMENTAL CONTRACT SCHEDULE FOR FY15 & FY16 SCHOOL YEARS**  
**BASE RATE - \$28,607**

	1	2	3	5	10	15	20	25
<b>LEVEL J</b>	\$1,430	\$1,573	\$1,716	\$1,859	\$2,002	\$2,146	\$2,289	\$2,432
FLAG CORP ADVISOR JUNIOR CLASS AND PROM DRAMA/MUSICAL NEWSPAPER ADVISOR ASST. BASKETBALL CHEER COACH	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%	8.00%	8.50%
<b>LEVEL K</b>	\$1,144	\$1,287	\$1,430	\$1,573	\$1,716	\$1,859	\$2,002	\$2,146
JUNIOR HIGH BASKETBALL CHEERLEADING JUNIOR HIGH DRAMA ADVISOR ASST. FOOTBALL CHEER COACH	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%
<b>LEVEL L</b>	\$858	\$1,001	\$1,144	\$1,287	\$1,430	\$1,573	\$1,716	\$1,859
ATHLETIC BOARD TREASURER CONCESSION STAND MANAGER JUNIOR HIGH FOOTBALL CHEERLEADING	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
<b>LEVEL M</b>	\$787	\$858	\$930	\$1,001	\$1,073	\$1,144	\$1,216	\$1,287
WEIGHTLIFTING (5) BOWLING ADVISOR	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%
<b>LEVEL N</b>	\$572	\$644	\$715	\$787	\$858	\$930	\$1,001	\$1,073
SENIOR CLASS ADVISOR STUDENT COUNCIL ADVISOR NAT. HONOR SOCIETY ADVISOR ASST. DRAMA/MUSICAL VOCAL ASST. DRAMA/MUSICAL INSTRUMENTAL ASST. JUNIOR HIGH DRAMA	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%
<b>LEVEL O</b>	\$286	\$358	\$429	\$501	\$572	\$644	\$715	\$787
FRESHMAN CLASS ADVISOR SOPHOMORE CLASS ADVISOR J.H. STUDENT COUNCIL ADVISOR ELEMENTARY TECH CONTACT SECONDARY TECH CONTACT MUSICAL ACCOMPANIST 6 <sup>TH</sup> GRADE MOHICAN ADVISOR ROYAL SCRIBES	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%

**SUPPLEMENTAL CONTRACT SCHEDULE FOR FY17 SCHOOL YEAR  
BASE RATE - \$30,055**

	1	2	3	5	10	15	20	25
<b>LEVEL A</b>	<b>\$7,213</b>	<b>\$7,514</b>	<b>\$7,814</b>	<b>\$8,115</b>	<b>\$8,415</b>	<b>\$8,716</b>	<b>\$9,017</b>	<b>\$9,317</b>
ATHLETIC DIRECTOR	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%
<b>LEVEL B</b>	<b>\$5,410</b>	<b>\$5,710</b>	<b>\$6,011</b>	<b>\$6,312</b>	<b>\$6,612</b>	<b>\$6,913</b>	<b>\$7,213</b>	<b>\$7,514</b>
HEAD FOOTBALL HEAD MEN'S BASKETBALL HEAD LADIES BASKETBALL	18.00%	19.00%	20.00%	21.00%	22.00%	23.00%	24.00%	25.00%
<b>LEVEL C</b>	<b>\$4,208</b>	<b>\$4,508</b>	<b>\$4,809</b>	<b>\$5,109</b>	<b>\$5,410</b>	<b>\$5,710</b>	<b>\$6,011</b>	<b>\$6,312</b>
HEAD HIGH SCHOOL VOLLEYBALL	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%	20.00%	21.00%
<b>LEVEL D</b>	<b>\$3,607</b>	<b>\$3,907</b>	<b>\$4,208</b>	<b>\$4,508</b>	<b>\$4,809</b>	<b>\$5,109</b>	<b>\$5,410</b>	<b>\$5,710</b>
MARCHING BAND SUMMER BAND	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%
<b>LEVEL E</b>	<b>\$3,006</b>	<b>\$3,306</b>	<b>\$3,607</b>	<b>\$3,907</b>	<b>\$4,208</b>	<b>\$4,508</b>	<b>\$4,809</b>	<b>\$5,109</b>
ASST. HIGH SCHOOL FOOTBALL (6) MEN'S JUNIOR VARSITY BASKETBALL LADIES JUNIOR VARSITY BASKETBALL GIRLS/BOYS FRESHMAN BASKETBALL HEAD BASEBALL HEAD TRACK JUNIOR HIGH ATHLETIC DIRECTOR HEAD HIGH SCHOOL SOFTBALL WEIGHTLIFTING & FITNESS COORDINATOR MEN'S VARSITY ASST. BASKETBALL LADIES VARSITY ASST. BASKETBALL HEAD SWIM COACH	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%
<b>LEVEL F</b>	<b>\$2,404</b>	<b>\$2,705</b>	<b>\$3,006</b>	<b>\$3,306</b>	<b>\$3,607</b>	<b>\$3,907</b>	<b>\$4,208</b>	<b>\$4,508</b>
HEAD CROSS COUNTRY HEAD GOLF YEARBOOK ADVISOR ROYAL SINGERS/DINNER THEATRE ATHLETIC TRAINER VARSITY/JV BASKETBALL CHEERLEADING ASST. HIGH SCHOOL VOLLEYBALL JUNIOR VARSITY VOLLEYBALL	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%
<b>LEVEL G</b>	<b>\$2,104</b>	<b>\$2,404</b>	<b>\$2,705</b>	<b>\$3,006</b>	<b>\$3,306</b>	<b>\$3,607</b>	<b>\$3,907</b>	<b>\$4,208</b>
HEAD JUNIOR HIGH FOOTBALL B & G JUNIOR HIGH BASKETBALL JUNIOR HIGH VOLLEYBALL MEN & LADIES JUNIOR HIGH TRACK ASST. HIGH SCHOOL TRACK ASST. BASEBALL ASST. SOFTBALL FRESHMAN VOLLEYBALL PEP BAND/ROYAL BRASS ASST. SWIM COACH	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%
<b>LEVEL H</b>	<b>\$1,803</b>	<b>\$2,104</b>	<b>\$2,404</b>	<b>\$2,705</b>	<b>\$3,006</b>	<b>\$3,306</b>	<b>\$3,607</b>	<b>\$3,907</b>
VARSITY/JV FOOTBALL CHEERLEADING	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%
<b>LEVEL I</b>	<b>\$1,503</b>	<b>\$1,803</b>	<b>\$2,104</b>	<b>\$2,404</b>	<b>\$2,705</b>	<b>\$3,006</b>	<b>\$3,306</b>	<b>\$3,607</b>
ASST. JUNIOR HIGH FOOTBALL CROSS COUNTRY ASSISTANT	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%

**SUPPLEMENTAL CONTRACT SCHEDULE FOR FY17 SCHOOL YEAR  
BASE RATE - \$30,055**

	1	2	3	5	10	15	20	25
<b>LEVEL J</b>	<b>\$1,503</b>	<b>\$1,653</b>	<b>\$1,803</b>	<b>\$1,954</b>	<b>\$2,104</b>	<b>\$2,254</b>	<b>\$2,404</b>	<b>\$2,555</b>
FLAG CORP ADVISOR JUNIOR CLASS AND PROM DRAMA/MUSICAL NEWSPAPER ADVISOR ASST. BASKETBALL CHEER COACH	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%	8.00%	8.50%
<b>LEVEL K</b>	<b>\$1,202</b>	<b>\$1,352</b>	<b>\$1,503</b>	<b>\$1,653</b>	<b>\$1,803</b>	<b>\$1,954</b>	<b>\$2,104</b>	<b>\$2,254</b>
JUNIOR HIGH BASKETBALL CHEERLEADING JUNIOR HIGH DRAMA ADVISOR ASST. FOOTBALL CHEER COACH	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%
<b>LEVEL L</b>	<b>\$902</b>	<b>\$1,052</b>	<b>\$1,202</b>	<b>\$1,352</b>	<b>\$1,503</b>	<b>\$1,653</b>	<b>\$1,803</b>	<b>\$1,954</b>
ATHLETIC BOARD TREASURER CONCESSION STAND MANAGER JUNIOR HIGH FOOTBALL CHEERLEADING	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
<b>LEVEL M</b>	<b>\$827</b>	<b>\$902</b>	<b>\$977</b>	<b>\$1,052</b>	<b>\$1,127</b>	<b>\$1,202</b>	<b>\$1,277</b>	<b>\$1,352</b>
WEIGHTLIFTING (5) BOWLING ADVISOR	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%
<b>LEVEL N</b>	<b>\$601</b>	<b>\$676</b>	<b>\$751</b>	<b>\$827</b>	<b>\$902</b>	<b>\$977</b>	<b>\$1,052</b>	<b>\$1,127</b>
SENIOR CLASS ADVISOR STUDENT COUNCIL ADVISOR NAT. HONOR SOCIETY ADVISOR ASST. DRAMA/MUSICAL VOCAL ASST. DRAMA/MUSICAL INSTRUMENTAL ASST. JUNIOR HIGH DRAMA	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%
<b>LEVEL O</b>	<b>\$301</b>	<b>\$376</b>	<b>\$451</b>	<b>\$526</b>	<b>\$601</b>	<b>\$676</b>	<b>\$751</b>	<b>\$827</b>
FRESHMAN CLASS ADVISOR SOPHOMORE CLASS ADVISOR J.H. STUDENT COUNCIL ADVISOR ELEMENTARY TECH CONTACT SECONDARY TECH CONTACT MUSICAL ACCOMPANIST 6 <sup>TH</sup> GRADE MOHICAN ADVISOR ROYAL SCRIBES	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%

WYNFORD LOCAL SCHOOLS  
MEDICAL MUTUAL OF OHIO – SUPERMED PLUS  
PLAN 1

<b>BENEFITS</b>	<b>NETWORK</b>	<b>NON-NETWORK</b>
Benefit Period	January 1 through December 31	
Dependent Age Limit	26 Dependent/ Removal Upon End of Year	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$0	\$1,000.00/\$2,000.00
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	100% after deductible	70% after deductible
Urgent Care Office Visit	100% after deductible	70% after deductible
Voluntary Second Surgical Opinion	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100% after deductible	70% after deductible
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (\$300.00 maximum per benefit period)	100%	70%
Well Child Care Services including Exam and Immunizations (To age nine, limited to a \$500.00 maximum per benefit period)	100%	70%
Well Child Care Laboratory Tests (To age nine)	100%	70%
Routine Mammogram (One, limited to an \$85.00 maximum per benefit period)	100%	70%
Routine Pap Test (One per benefit period)	100%	70%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, each one per benefit period)	100%	70%
<b>Outpatient Services</b>		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical and Chiropractic Therapies (20 visits per benefit period combined) <sup>2</sup>	100% after deductible	70% after deductible
Speech Therapy (20 visits per benefit period) <sup>2</sup>	100% after deductible	70% after deductible
Occupational Therapy	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	90% after deductible
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

<b>BENEFITS</b>	<b>NETWORK</b>	<b>NON-NETWORK</b>
<b>Inpatient Facility</b>		
Semi-private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility (45 days per benefit period)	100% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health Services (25 days per Lifetime maximum) <sup>2</sup>	100% after deductible	70% after deductible
Inpatient Substance Abuse Services (\$10,000.00 per lifetime maximum) <sup>2</sup>	100% after deductible	70% after deductible
Outpatient Mental Health Services (25 days per benefit period) <sup>2</sup>	100% after deductible	50% after deductible
Outpatient Substance Abuse Services (\$1,000.00 per benefit period maximum) <sup>2</sup>	100% after deductible	50% after deductible

Note: Services requiring a co-payment are not subject to the single/family deductible. Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup> Maximum family deductible. Member deductible is the same as single deductible. Three-month carryover applies.

<sup>2</sup> Not applied to Coinsurance Out-of-Pocket Maximum.

WYNFORD LOCAL SCHOOLS  
TRADITIONAL DENTAL WITH ORTHODONTIA  
STANDARD PLAN

<b>BENEFIT PERIOD</b>	January 1 through December 31
Dependent Age Limit	26 Dependent/ Removal Upon End of Year
Benefit Period Maximum (per member)	\$1,000.00
Benefit Period Deductible (single/family) <sup>1</sup>	\$25.00/\$75.00
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$5,000.00
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – Two sets per benefit period	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers – limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines, & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	50% UCR after deductible
Partial and Complete Dentures – one every five years	50% UCR after deductible
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	50% UCR
Minor Treatment for Tooth Guidance	50% UCR
Minor Treatment for Harmful Habits	50% UCR
Interceptive Orthodontic Treatment	50% UCR
Comprehensive Orthodontic Treatment	50% UCR

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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<sup>1</sup> Maximum deductible per member. Three-month carryover applies.

**WYNFORD LOCAL SCHOOLS  
TRADITIONAL DENTAL WITH ORTHODONTIA  
ENHANCED PLAN**

<b>BENEFIT PERIOD</b>	January 1 through December 31
Dependent Age Limit	26 Dependent/ Removal Upon End of Year
Benefit Period Maximum (per member)	\$1,000.00
Benefit Period Deductible (single/family) <sup>1</sup>	\$25.00/\$75.00
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$2,000.00
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – Two sets per benefit period	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers – limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines, & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	70% UCR after deductible
Inlays, Onlays – one every five years	70% UCR after deductible
Crowns – one every five years	70% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	70% UCR after deductible
Partial and Complete Dentures – one every five years	70% UCR after deductible
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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<sup>1</sup> Maximum deductible per member. Three-month carryover applies.

**VISION BENEFIT EXPENSE**

Plan Type:	Exam	Lenses	Frame	Contacts
Available Once every:	12 months	12 months	12 months	12 months

**PARTICIPATING PROVIDER**

Plan Deductible(s)

Exam: \$10.00

Materials: \$0.00

Cosmetic Contact Lens Allowance: \$100.00

REPLACES MATERIALS ONLY – EXAM SEPARATE

Retail Frame Allowance: \$75.00

Covered Extras:

GROUND-IN PRISM

PINK TINT 1 & 2

**NON-PARTICIPATING PROVIDER**

Plan Deductible(s)

Exam: \$10.00

Materials: \$0.00

Reimbursement(s)

Exam: \$25.00

Single Vision: \$25.00

Bifocals: \$40.00

Trifocals: \$50.00

Lenticular Lenses: \$80.00

Frame: \$30.00

Cosmetic Contact Lenses: \$80.00

Necessary Contact Lenses: \$160.00

**Wynford Local School District  
Spousal Eligibility for Health Insurance Affidavit**

Employee Name (please print): \_\_\_\_\_ Employee ID: \_\_\_\_\_

If your spouse is eligible for group health insurance coverage through his/her employer's plan on a full-time basis (s)he must participate in that group coverage. In order to qualify for coverage under the Wynford Local School District's Health Plan, the spouse must not be employed or not have access to full-time basis group coverage through his/her employer.

- Is your spouse employed?  Yes – Complete Section I  No – Complete Section II  
 N/A – Single – Sign bottom of form

Section I

1. Spouse's Name (first and last): \_\_\_\_\_
2. Spouse's Birth Date: \_ / \_ / \_
3. Employer Name: \_\_\_\_\_
4. Employer's Address: \_\_\_\_\_
5. Employer's HR or Benefits Contact and Phone # \_\_\_\_\_
6. Is your spouse offered health insurance coverage through his/her employer?  
 Yes  No – Complete Section II
7. Is your spouse enrolled or enrolling in his/her employer's health plan?  
 Yes – Sign bottom of form  No – Complete Section II

Section II

- My spouse will not be enrolled in his/her employer's health insurance plan because:
- My spouse is ineligible to enroll in his/her employer's health insurance plan on a full-time basis
  - My spouse is self-employed
  - My spouse is retired

I certify that the answers provided on this form are true and correct. A person may be committing insurance fraud if (s)he submits a form containing a false or deceptive statement with the intent to defraud (or knowing that (s)he is helping to defraud).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Spouse Signature

\_\_\_\_\_  
Date

PAYROLL STEP INCREASE  
CERTIFICATION

This document is proper certification to the Treasurer of the Wynford Board of Education for payroll column increase in education.

I \_\_\_\_\_ am presently on column \_\_\_\_\_ and will be increasing to column \_\_\_\_\_, effective on \_\_\_\_\_,

to be implemented within fifteen (15) working days of receipt by the Treasurer of all appropriate and necessary paperwork to document column movement.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CERTIFIED TEACHER, SIGNATURE

\_\_\_\_\_  
TEACHER I.D. #

\_\_\_\_\_  
Received in Treasurer's Office  
DATE

Proper documents have been submitted.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TREASURER  
WYNFORD BOARD OF EDUCATION



bargaining unit of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio or interpretation(s), rulings, and precedence of such laws.

- C. Personnel Policies and Practices - The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract.
- D. Maintenance of Standards - During the term of this Agreement, the Board shall not implement any change that adversely affects the wages, hours, terms, or other conditions of employment heretofore afforded to members of the bargaining unit, regardless of whether such wages, hours, terms, or other conditions of employment are explicitly addressed in this collective bargaining agreement.
- E. It is understood that this successor agreement between the parties shall be composed of the various terms and conditions of employment that were agreed to by the parties during the current negotiations period and includes all other terms and conditions of employment from the current contract (expiration date: June 30, 2014) not specifically changed and not submitted as a subject for negotiations by either the Board or the Association during the current bargaining period.
- F. The cost of printing this Contract shall be shared equally by the Association and the Board. The number of copies to be produced will be determined by WEA president and the Superintendent. The Association will distribute copies of the Contract and/or revisions to members of the bargaining unit.
- G. This Agreement is made and entered into this 4 day of August, 2014, by and between the Board and the Association.

WYNFORD LOCAL BOARD  
OF EDUCATION

By [Signature] President  
By [Signature] Superintendent  
By [Signature] Treasurer  
By [Signature] Negotiator  
By [Signature] Negotiator  
By \_\_\_\_\_ Negotiator

WYNFORD EDUCATION  
ASSOCIATION

By [Signature] President  
By [Signature] Negotiator  
[Signature]  
[Signature]

