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MASTER CONTRACT

**BETWEEN THE
WAYNE TRACE BOARD OF EDUCATION
AND THE
WAYNE TRACE EDUCATION ASSOCIATION**

September 1, 2014 – August 31, 2017

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ARTICLE I

RECOGNITION

PROFESSIONAL NEGOTIATION PROCEDURE AND ASSOCIATION RIGHTS

A. ASSOCIATION RECOGNITION

The Wayne Trace Board of Education (hereinafter referred to as the Board), recognizes the Wayne Trace Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercises of such rights as defined and set forth in ORC 4117 for all staff members in the employee bargaining unit as set forth in the following paragraphs.

B. BARGAINING UNIT

The bargaining unit will be defined as all personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational), guidance counselors, librarians, school nurses, department heads, athletic directors, tutors, secretaries, food service personnel, instruction aides, maintenance/custodial staff, and bus drivers. Substitutes employed for ten (10) or more consecutive days shall also be members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals, Treasurer of the Board, secretary to the Treasurer, Superintendent's secretary, Dean of Students, Transportation Director, and District Technology Coordinator shall not be members of the bargaining unit.

Wherever the term(s) "professional staff member", "staff member", "staff", "classified employee", "employee", "teacher", "custodian", "secretary", "bus driver", "teacher's aide", "monitor", "cashier", or "cook" appear in this Agreement, they shall be taken to mean a member of the bargaining unit covered by this Agreement.

Fulltime: An employee who is employed to perform a full day's work for the affected classification or assigned position as defined by this Contract for a minimum of 120 days or more in a work year.

Part-time: An employee who works less than a full day in the affected classification or assigned position as defined by this Contract and/or less than the minimal standard of 120 work days.

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified herein or as may be distinguished by the respective job classification.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association to the Superintendent.

C. RIGHTS OF THE ASSOCIATION

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent of the instructional staff:

1. Use of all faculty bulletin boards provided for instructional staff information.
2. Payroll deduction of professional dues including Association, Ohio Education Association, and National Education Association. Deductions will be made in twenty-two (22) equal payments beginning with the first check in October.
3. To make Association announcements at general faculty meetings, building and total staff.
4. Use of building public address system for Association announcements in keeping with normal building procedures. All oral communications must be approved by the acting building principal.
5. Use of buildings with prior approval of the building principal.
6. Use of school mail for distribution of Association material.
7. To be a regular part of the Board meeting agenda for rights to speak at such meetings.
8. Use of individual school machines and equipment at reasonable times and when equipment is not in use otherwise. All consumable supplies will be reimbursed to the Board at invoice cost.
9. The Association shall be permitted to transact its official business on school property during the school day as long as it does not interfere with the teaching responsibilities of a teacher or attempt to interrupt normal school activities. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or designee and/or Labor Relations Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at a building, the Labor Relations Consultant will first check with the building principal or his designee prior to making any visitation.

10. Professional Association Leave

- a. Professional Association leave amounting to two (2) days shall be extended to the WTEA President or an assigned alternate for the purpose of attending OEA meetings or conferences.
- b. Professional organizational leave amounting to two (2) days shall be granted to one (1) faculty member delegate for attendance at the annual OEA Convention.
- c. The Superintendent shall receive notification of the dates of the convention and the names of the delegates at least two (2) weeks prior to the days of absence. The WTEA President or his alternate shall observe a similar notification period concerning the use of the days associated with the President's position.
- d. The Board's obligation toward expenses shall be limited to payment of substitute teachers.

D. FAIR SHARE FEE

Fair Share Fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed 100% of the total dues of the Association from the pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Any substitute employed for sixty (60) consecutive days who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of employees for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board 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 Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

The Association agrees to indemnify the Board of Education for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

E. PROFESSIONAL NEGOTIATIONS

1. Scope of Bargaining

Issues of bargaining are recognized as matters of concern to the Board or Association affecting wages, hours, terms, and conditions of employment.

2. Definitions

- a. Day or days shall consist of school days or week days other than Saturday or Sunday.
- b. "Good Faith" bargaining shall be to present proposals, consider proposals, offer counter-proposals, make considerations and concessions and provide positions on behalf of the party represented with the purpose of reaching agreement on issues being discussed.

3. Bargaining Teams

The bargaining procedures shall be conducted between representatives of the Board and Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representative but shall not select members of the other party involved in the bargaining procedure. Parties will make every reasonable attempt to retain the same team members throughout the negotiations process. Bargaining team members shall be authorized to bargain in good faith.

4. Bargaining in Executive Session

All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining sessions is being held.

5. Length of the Bargaining Period

The bargaining period shall be sixty (60) days from the first bargaining session.

6. Consultants

Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

7. Initiation of the Bargaining Procedure

The bargaining procedure may be initiated either by a letter from the Association President to the Board or the local Superintendent. Bargaining must be initiated at least ninety (90) days prior to the expiration of this Agreement. The letter to initiate the bargaining procedure shall include the following:

- a. Date of the writing
- b. Statement that the purpose is to initiate the bargaining procedure.
- c. A list of issues the initiating party is submitting for bargaining.
- d. The name of the representative of the requesting party to be contacted to make arrangements for establishing the initial bargaining session.
- e. Signature and position of the sender of the letter.

Upon receipt of the letter to initiate the bargaining procedure, the receiving party president shall respond with a letter to the representative of the sending party within (5) days of receipt of said letter including the following:

- a. Date of writing
- b. Acknowledgment of receipt of letter to initiate the bargaining procedure.
- c. The name of the representative of the receiving party to contact concerning arrangements for the establishing of initial bargaining session.
- d. Signature and position of the sender of the letter.

8. The Initial Bargaining Session

Except as may be otherwise agreed, the initial bargaining session shall be arranged within ten (10) days of the date on the letter to initiate the bargaining procedure. The first item of business shall be to establish an agenda, meaning: Arranging the order of issues to be discussed during the bargaining period. No item shall be added to the agenda unless mutually agreed to by both teams.

The initial session, and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

9. General Provision

- a. **Caucus** - Either bargaining team may call for a caucus for a period of a reasonable duration during a bargaining session.
- b. **Recess** - A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than three (3) days from present session or a mutually agreed upon date.
- c. **Ad Hoc Committee** - Ad Hoc Committee may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams.
- d. **Exchange of Information** - The Board and Association agree to provide the other, upon request, pertinent information to areas that may be discussed during the bargaining period.
 1. **Submission of information of mutual concern:** The Board and the Association shall exchange information that will be of mutual concern and benefit to each party. Privacy of individuals and individual concerns shall always be respected by both parties. Mutually exchanged information shall be shared with any third parties, except as provided by Ohio Revised Code.
- e. **Progress Reports** - Each bargaining team shall be responsible to make a periodic progress report to the respective parties they represent during the bargaining period.
- f. **Tentative Agreement** - As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team.
- g. **All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of the issues to the agreement provisions of this procedure.**

10. Agreement

- a. **Preparing issues for presentation to the Association and Board for approval** - When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, the issues tentatively agreed to shall be

reduced to writing and presented to the Association for its approval within five (5) days of the final bargaining session.

Each issue shall include the following provisions in writing:

1. Provisions of Agreement
2. Date that said provisions are to be implemented

Once the issues have been approved by the Association they shall be submitted to the Board for approval at its next regular or special Board meeting.

When approved by both parties, four copies of the entire Agreement shall be signed by the president of the Association and the president of the Board. Thereupon, the items agreed to shall constitute a revision of, or addition to school district regulations. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

- b. Dissemination of Agreement - The Board and Association agree to share the cost of producing and distributing a copy of this Agreement to each member of the bargaining unit.

11. Impasse

- a. Mutually Agreed Alternate Dispute Resolution Procedure:

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

- b. Responsibilities:

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

- c. Mediation:

If agreement is not reached on matters being negotiated at the end of the negotiating period or not later than thirty (30) calendar days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) calendar days after the call for mediation, the mediator will then be selected from one or more of those provided by the American Arbitration Association. In the event that the parties, after having received and reviewed three lists of proposed mediators, are unable to agree on the selection of a mediator, the mediator will be selected by the American Arbitration Association pursuant to its rules for voluntary mediation.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual written consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the

expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time. The cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

F. LABOR MANAGEMENT COMMITTEE

At the request of either party, the Labor Management Committee shall convene to discuss matters of concern for either of the parties. Except in cases of emergency or timeliness, such meetings will generally be limited to not more than one per month. The Superintendent and Association President shall be members of the committee and may select not more than four additional persons annually to participate on the committee.

ARTICLE II

GRIEVANCE PROCEDURE

A. PURPOSES

The Board, the Administration, and the Association have a mutual concern which recognizes that a well-conceived procedure for grievance adjudication which will resolve the dissatisfactions and redress the legitimate grievance of staff members is essential to the efficient and harmonious operations of the school district.

B. DEFINITIONS

Grievance - a claim that there has been a violation, misinterpretation or misapplication of:

1. Established Board policy
2. The negotiated agreement

Days - the term "days" shall mean all weekdays, except Saturday, Sunday, and legal holidays. The number of days indicated at each step shall be considered a maximum and every effort shall be made to expedite the process.

Grievant - Any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

Representation or Representative - Any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

C. GENERAL PROVISIONS

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

All written documentation as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If the service is personal service, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present.

The president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The procedures contained in this Article constitute the sole and exclusive method for redressing any grievance which could be brought pursuant to this Article.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II. In addition, the parties may mutually agree to expedite grievance arbitration and advance the grievance directly to arbitration.

When teaching schedules permit, grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any teacher as a result of participation in any grievance proceeding.

The Board, the Administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other any requested documents required for processing the grievance.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall be provisions for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. The Association shall have the exclusive right to determine whether any grievance is appealed to arbitration.

If either party misses any of the timelines contained in this Article, the grievance will automatically move to the next step. If either party fails to appear for a scheduled arbitration hearing, the grievance shall be resolved in favor of the party that was present.

A grievance may be withdrawn at any level without prejudice or record.

D. PROCEDURE

The Board, the Administration, and the Association acknowledge that it is usually most desirable for a staff member and the Administration to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the grievant, and then a grievance may be processed according to the following formal procedures.

STEP I

No later than twenty (20) days after the grievant knew or could have reasonably been expected to have known about the occurrence of the alleged violation giving rise to the grievance, the grievant may, through the Association, submit to the proper immediate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. Said administrator will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Within five (5) days of receipt of the grievance form, the administrator shall indicate his/her disposition of the grievance in writing and forward a copy thereof to the grievant and the Association.

STEP II

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the Association may initiate STEP II by completing a written Grievance Report form STEP II and submitting it to the Superintendent within five (5) days of receipt of the STEP I response. Within five (5) days after the receipt of the completed said form, the Superintendent and/or his designated representative shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within five (5) days of such meeting, the Superintendent shall indicate his/her disposition of the grievance in writing, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP III

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the Association may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board by filing a copy with the Treasurer of the Board and the Superintendent within five (5) days of receipt of the STEP II response. At the next regularly scheduled Board meeting, the Board shall meet with the grievant, the Association representative and the Superintendent or his designee, to review the grievance and attempt to resolve same. Within seven (7) days of such meeting, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to STEP IV without a hearing before the Board.

STEP IV

If the grievant or the Association is not satisfied with the disposition of the grievance by the Board, the Association may submit the grievance to an impartial arbitrator by filing a request for arbitration with the Treasurer of the Board and the Superintendent within five (5) days of receipt of the STEP III response. Within three (3) days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules [(1) the American Arbitration Association rules for voluntary labor arbitration or (2) the American Arbitration Association rules for expedited labor arbitration] shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of the Agreement and Board policy. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement or Board policy.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted. His/her decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE III

EMPLOYMENT PRACTICES

A. FILING AND MAINTENANCE OF CERTIFICATES

Except as otherwise expressly provided herein all members of the bargaining unit shall maintain such teaching certificates or licenses as are relevant and necessary for their current assignment. It shall be the responsibility of each member to apply and qualify for the renewal of any such certificate and to file such certificate with the Treasurer of the Board before school starts, if possible, or as soon thereafter as possible, but in any event, not later than October 1 of the school year. Except as noted below, failure to timely file such certificates shall result in the withholding of pay until the certificate is received.

In cases where the failure to file such certificate is not the result of teacher negligence or where the teacher is otherwise fully certified but assigned to an area where they are not fully certified, pay shall not be withheld.

B. SENIORITY

Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Job classification seniority shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. However, prior job classification seniority shall not be forfeited or broken during the period of job training and/or the probationary period when an employee changes job classification.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time or employees subject to the terms of this Agreement. Only full-time or regular part-time employees shall accumulate seniority.

No employee shall accrue more than one (1) year of seniority in any work year.

Seniority Changes for Classified Employees

As a classified employee moves from one job classification to another, he/she will be able to take all of their seniority with them for the purposes of layoffs.

He/she will receive up to ten (10) years of seniority for the purposes of establishing the proper position on the salary schedule.

Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

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

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then the order of hire at the Board Meeting where the employee was initially hired and then;

If a tie still remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

Superseniority

For layoff purposes only, certified/licensed employees employed under continuing contract shall have greater seniority than certified/licensed employees employed under limited contract.

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

Posting of Seniority List

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted once annually, by January 15th of each work year. The Employer shall prepare and submit to the Association President a seniority list indicating, by area of certification, license, or job classification the first day worked¹, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

¹ For current staff, where past Board records do not indicate the first day of employment and where other documentation is not available so as to substantiate the first day of employment the month and year only will be used.

The names 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.

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.

The names of part-time employees shall appear on the seniority list but shall be distinguished from the names of full-time employees by the listing of the extent of their part-time service.

Correction of Inaccuracies

After posting of the seniority list, each employee shall be responsible for advising 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 submit the updated list as noted above. No protest shall be considered after May 10th of the posting of the seniority list and the list shall be considered as final until the next posting.

C. JOB DESCRIPTIONS/ASSIGNMENTS

The Board of Education and Wayne Trace Education Association shall, through committee, develop and write job descriptions for all positions in the district. All new job descriptions must be completed within one month and revisions to existing job descriptions must be completed within two weeks, although extensions may be mutually agreed upon. Once completed, the Board and Association shall coordinate the ratification procedures. Changes to completed job descriptions shall be initiated by the Association or Superintendent. Reviews of completed job descriptions shall be initiated on an as-needed basis. Both the Board and Association agree to modify this agreement, Board policy, and WTEA Bylaws when and if necessary to implement these provisions.

All job descriptions will be reduced to writing with a copy provided to each affected employee as well as copies of all job descriptions being maintained in the central and building offices. As revisions are made in such job descriptions, copies will be provided to each affected employee within five (5) days of any change adoption. A flow chart of this process is attached as Appendix H.

Evaluation forms for certified/classified staff will correspond with job descriptions.

D. VACANCIES, TRANSFERS, AND PROMOTIONS

A vacancy shall be defined as a newly created position or a present position that is not filled. A position needing to be filled due to a large class enrollment advancing from one grade level to the next within a building is not considered a vacancy which needs to be posted.

On the first teacher workday the principal and staff shall jointly decide where postings and notices are to be placed for the current school year. All staff members in the building or traveling staff in the district shall be notified of the location in each building. Said posting shall contain the following information:

- (a) Type of work/position(s) available
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements
- (h) Deadline for application

At the beginning of each school year, employees will be given a form upon which they will be asked to list as many as three (3) of their top job preferences for which they would like to be considered, should any of their listed positions come open throughout the year. Such positions should be as specific as possible. The superintendent must then comprise a master list upon which as many as three (3) of the top job preferences for each employee is listed.

In the event a vacancy occurs for a certain position, the superintendent must first send each employee interested in that position a personal notice that the position is open. In this letter the superintendent must indicate the deadline for filing a letter of interest with him/her. After these letters have been sent out to all applicants indicating an interest in a position, the superintendent must then post for a period of five (5) working days the position to all other employees of the school district.

The employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of the same to each bargaining unit member by U.S. mail or with the regular payroll check to their last know address. The process for expedited job postings during the summer months shall then be followed.

The job preferences list filed with the superintendent at the beginning of each school year applies only to limited and continuing contract positions and does not apply to supplemental positions. Staff applying for supplemental positions must respond within five (5) working days (typically seven days unless posted on a Monday) from the date of initial posting.

In emergency situations only, the superintendent may request a waiver of the five (5) day posting from the Association President. If the waiver is granted by the Association President, the superintendent may temporarily hire and later post if the Association President deems it necessary.

Vacancies in classified positions shall be filled with the most senior qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by the most qualified applicant from other classifications. If two or more applicants are equally qualified, seniority will be the deciding factor. Based on the job description to be filled, the Superintendent will determine the most qualified applicant.

Posted vacancies occurring in certified positions K-6 shall be filled by the most senior properly certified applicant.

The filling of all other vacancies among certified staff positions within the bargaining unit shall be made by the Superintendent on the basis of the following criteria:

- a. Instructional/vacant position requirements.
- b. The qualifications of the staff member.
- c. The contribution which the staff member could make to student and to the school system in the new position.
- d. Seniority within the school system as set forth herein.

If two candidates are otherwise equally qualified, the vacancy shall be filled on the basis of seniority and experience within the school system.

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

When an applicant is not selected for a posted position in the bargaining unit, the Superintendent or designee shall notify the staff member(s) they were not approved for the transfer. The notification to the employee shall be made in person, writing, or by phone.

Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

Any classified bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate of pay for those duties pursuant to the adopted salary schedule for their experience in that assignment, or their regular rate of pay, whichever is greater.

When school is in session, no administrator shall take action to interview any individual until the close of the posting of written notice of a vacancy or newly-created position. During the summer, actions to interview may convene four (4) days following the initial posting. The posting date shall be the date on which such posting is mailed to staff.

The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall extend until selection procedures are completed, but not beyond the current school year and not to exceed sixty (60) days, whichever is shorter unless a replacement willing to accept such vacancy cannot be found.

If two candidates are otherwise equally qualified and one applicant can offer a needed extra service to students, such as supervision of extra activities or coaching, consideration will be given to them.

Expedited Job Postings Summer Months

Interested employees shall apply in writing to the Superintendent by 4:00 p.m. of the fifth (5th) calendar day following the payday of notice until July 10 of each year.

For vacancies occurring after July 10 in any year, the posting and application procedures shall be as follows:

- a. All vacancy notices will be posted in the administration building each Monday. The vacancy information will also be available by calling the administration office.
- b. Employees wishing to apply for such vacancies shall give oral or written notification of application to the Superintendent's office no later than 4:00 p.m. on Wednesday of the week the vacancy is posted.

If the Superintendent is not in receipt of any application within the specified time, or in the event none of the applicants are qualified and appropriate for the position, he may then consider applications from outside the school system.

Summer school vacancies - the Superintendent shall prepare a list of all summer positions no later than April 20th of the current school year. A copy of this list shall be sent to each school and posted as set forth above. The list shall include the following information:

- (a) Position(s) available.
- (b) Requirements for the job.
- (c) Deadline for application.
- (d) Effective starting date.
- (e) Any additional pertinent information.

The Bargaining Unit Member who last held the summer school position(s) shall be given preference over all candidates each year summer school is held. Should the person who last held the summer school position decline the position, the position shall be posted and awarded to the most senior and qualified applicant. If the summer school position remains open after the previous steps are followed, the Board of Education may hire any qualified applicant outside the bargaining unit.

If a non-Bargaining Unit Member last held the summer school position, the Superintendent shall offer the position to the last Bargaining Unit Member to hold the position before following the procedure as outlined in the above paragraph.

The Bargaining Unit Member who last held the summer school position shall notify their immediate supervisor of their desire to be rehired for the position by February 1.

Otherwise, summer school vacancies shall be filled on the basis of seniority, experience and qualifications, in the school system. Professional staff members shall be notified within five (5) days following the May Board meeting that:

- (a) They have been hired.
- (b) They have not been hired.

Voluntary Transfers:

Voluntary transfer shall be defined as any transfer where affected staff have made application for such transfer or where such affected staff have agreed to such transfer.

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request on a form provided by the Superintendent. All such requests shall expire annually on September 30th each year. All such requests shall be considered as applications for any vacancies for which the affected applicant is qualified.

When two or more people, with administrative approval, agree to voluntarily transfer from their position(s), those positions are now vacancies and shall be posted and awarded according to the procedures of the contract.

Involuntary Transfers:

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfers of bargaining unit members are to be effected only when there are no qualified voluntary applicants, only for reasonable and just cause, shall not be initiated for disciplinary reasons, and shall be in inverse order of seniority except in such cases where the Superintendent can justify a non-seniority transfer with clear and compelling or for just cause reasons.

E. REHIRING RETIRED EMPLOYEES

CERTIFIED EMPLOYEES:

If certified/licensed employees from the Wayne Trace School District wish to be considered for reemployment, they must indicate this to the superintendent, prior to May 1 of the year of their potential retirement. Their request must include a letter of resignation that states that their resignation is contingent upon being reemployed with the district.

The resignation letter requested under this provision must be received by the superintendent 5 working days prior to the upcoming announced board meeting. If the request is received within 5 working days of a board meeting, the request may be tabled until the next scheduled board meeting. The superintendent will notify the certified employee of the board's decision on reemployment within 2 days of the board meeting.

If a certified/licensed employee is rehired, retired certified employees will be placed at step 10 on the column at the level of experience on the salary schedule, provided they were past this step at the time of being rehired. If the employee was not past this level on the salary schedule, they will be placed at the last level occupied. Rehired retired certified employees will progress on the salary schedule each year following their initial placement.

Except as provided for under this agreement, all provisions of the contract will be maintained; however, a rehired retired certified/licensed employee will not be entitled to severance pay a second time.

Rehired retired certified employees will NOT accrue seniority for the purposes of reduction in force.

At their option, rehired retired certified/licensed employees will be eligible for board-provided single employee health insurance coverage at the contracted premium rate. Those rehired retired teachers electing not to take such coverage shall be eligible for an annuity as per contract provisions for certified employees under the single plan.

Rehired retired certified/licensed employees from the Wayne Trace School District will start out at up to 15 days sick leave, provided they had extra days accumulated that were not paid for as part of the severance package.

Prior employment in the district is no guarantee of post-retirement employment or a particular assignment if reemployed with the district.

Rehired retired certified/licensed employees shall be issued a one-year limited contract that shall automatically non-renew on each April 30th. The superintendent must notify each rehired retired certified/licensed employee prior to April 30th if he/she intends to renew the limited contract. Evaluations, as otherwise provided for under this contract, shall not be required for retired certified employee rehired under this agreement.

A retired certified/licensed individual from outside the district, who wishes to be employed by the Wayne Trace Board of Education, shall adhere to all provisions of this agreement with the exception of paragraph one and two above.

For any employee who is less than full-time, the provisions for annuities and insurance will be pro-rated by the Board.

CLASSIFIED EMPLOYEES:

If classified employees from the Wayne Trace School District wish to be considered for reemployment, they must indicate this to the superintendent, prior to May 1, of the year of their potential retirement. Their request must include a letter of resignation that states that their resignation is contingent upon being reemployed with the district.

The resignation letter requested under this provision must be received by the superintendent 5 working days prior to the upcoming announced board meeting. If the request is received within 5 working days of a board meeting, the request may be tabled until the next scheduled board meeting. The superintendent will notify the classified employee of the board's decision on reemployment within 2 days of the board meeting.

If a classified employee is rehired, retired classified employees will be placed at step 7 on the appropriate classified employee salary schedule. If the employee was not past this level on the salary schedule, they will be placed at the last level occupied. Rehired retired classified employees will progress on the salary schedule each year following their initial placement.

Except as provided for under this agreement, all provisions of the contract will be maintained; however, a rehired retired classified employee will not be entitled to severance pay a second time.

Rehired retired classified employees will NOT accrue seniority for the purposes of reduction in force.

At their option, rehired retired classified employees will be eligible for board-provided single employee health insurance coverage at the contracted premium rate. Those rehired retired classified employees electing not to take such coverage shall be eligible for an annuity as per contract provisions for classified employees under the single plan.

Rehired retired classified employees from the Wayne Trace School District will start out at up to 15 days sick leave, provided they had extra days accumulated that were not paid for as part of the severance package.

Prior employment in the district is no guarantee of post-retirement employment or a particular assignment if reemployed with the district.

Rehired retired classified employees shall be issued a one-year limited contract that shall automatically non-renew on each April 30th. The superintendent must notify each rehired retired classified employee prior to April 30th if he/she intends to renew the limited contract. Evaluations, as otherwise provided for under this contract, shall not be required for retired classified employee rehired under this agreement.

A retired classified individual from outside the district, who wishes to be employed by the Wayne Trace Board of Education, shall adhere to all provisions of this agreement with the exception of paragraph one and two above.

For any employee who is less than full-time, the provisions for annuities and insurance will be pro-rated by the Board.

F. EVALUATION ALL BARGAINING UNIT MEMBERS

Purposes:

To help the employee achieve greater effectiveness in the performance of their work assignment or to assist in the improvement of an employee's performance;

To constitute the basis for personnel decisions regarding promotions, reassignments, continuing contract status, contract renewal, contract non-renewal, or contract termination.

PERFORMANCE EXPECTATIONS

At the beginning of each school year or four weeks before the first formal thirty (30) minute observation, the Administration shall designate one administrator as the staff member's evaluator/supervisor. This designated administrator must fulfill the role as evaluator and supervisor and become solely responsible for the evaluation of the staff member. However, only for good and just cause may the supervisor/evaluator change during the school year. The staff member shall be notified, in writing, of the change of their supervisor one week prior to the administration making such a change. All staff members new to the district shall be given a copy of all instruments used in the evaluation process and a written copy of the evaluation procedures.

A conference between a staff member and their evaluating supervisor may be necessary to establish individual goals for that staff member. The staff member shall have the right to be represented by the Association or a person of their choosing during this conference.

All evaluating supervisors/administrators performing evaluations of staff members shall be properly certificated in the appropriate areas they are evaluating or properly trained to evaluate non-certificated employees. All evaluators shall be employees of the Wayne Trace School District.

FAIR CONSIDERATION OF WORK EFFORT

No staff member shall be evaluated on their work performance except after fair and reasonable observations of the staff member's assigned work by the supervisor/evaluator charged with the responsibility of evaluating that staff member.

The evaluation shall be limited to the specific criteria related to the staff members assigned job duties.

For non-OTES employees, state mandated student achievement or off grade proficiency tests cannot be used in teacher evaluations without first being negotiated and agreed upon with the Association.

The evaluator and staff member shall be in agreement before any electronic recording equipment can be used for evaluative purposes.

Formal observations or evaluations shall not be conducted on the day before or after a holiday recess, the day after an extended absence (5 or more days), days of scheduled shortened classes of less than thirty (30) minutes, the first or last day of a grading period, the first two weeks or last two weeks of the school year unless it is necessary to do so to meet contractual deadlines.

Each observation shall not be for less than thirty minutes in length. The evaluation shall consist of two (2) observations per evaluation.

RIGHT TO REVIEW AND RESPOND

A staff member shall have the right to review and respond, orally or in writing, to any observation/evaluation material prior to it becoming a matter of record. Upon the request of the staff member, such written responses shall be attached to the observation/evaluation report. This evaluation procedure is subject to the grievance procedure of this Master Contract.

EMPLOYEE SIGNATURE ON EVALUATION FORMS

The evaluated staff member will sign all appropriate observation/evaluation forms after a conference between the evaluator and staff member is conducted. Signing the form does not signify agreement or disagreement with the substance of such forms. The staff member shall be provided with duplicate copies of the final observation/evaluation reports after all appropriate documents have been signed. Staff members, at their request, shall have the right to be represented at this conference by a person of their choice. No staff member will be required to sign a blank or incomplete form.

FREQUENCY OF EVALUATIONS:

All evaluations will be completed by May 1 of each year.

Administration will perform evaluations on all teachers at least once during the 2014-2015 school year. Beginning with the 2015-2016 school year, the number of times the teachers are evaluated will be based on Ohio Revised Code.

Formal observations shall not disrupt and/or interrupt the learning environment in the classroom.

All formal observations shall be announced.

Employees shall be given a copy of any class visit, observation, or evaluation report prepared by the credentialed evaluator.

OTES EVALUATION

Definitions:

1. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
2. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
3. **Evaluation Procedure:** The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

4. **Evaluation Factors:** The two factors, which are required by law and weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent. Student Growth Measures will be weighted at the state minimum and the remaining will be Teacher Performance.
5. **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 and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded from "1" indicating lowest performance to "4" indicating highest performance.
6. **Student Growth Measure (SGM):** A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
7. **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 where Student Growth Measures will be weighted at the state minimum and the remaining will be Teacher Performance. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
8. **Evaluation Instrument:** The process and forms used by the teacher's evaluator. The evaluation tools are located in Appendix AA of this agreement.
9. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
10. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
11. **Poorly Performing Teacher:** 1) A teacher who is assigned an evaluation rating of ineffective for three (3) consecutive years so long as the teacher has been in the same position for those 3 years.
12. **Teacher(s) of Record:**
 - a. Is/Are responsible for assigning the grade to the student
 - b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s)of record(s)"

- c. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course:
 - 1. Minimum of 51% co-teaching;
 - 2. Minimum of 31% team teaching (classroom teacher(s));
 - 3. Minimum of 31% interventionist(s) (example: Title One and special education)
- 13. Linkage: The process of connecting the teacher (s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores.
- 14. Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific subject and/or grade level.

STUDENT GROWTH MEASURE COMMITTEE (SGM committee)

- 1. An SGM committee will be developed for the sole purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM.
- 2. The SGM committee is responsible to jointly recommend the policies and procedures for the Student Growth portion of the Evaluation Procedures.
- 3. Since Wayne Trace is a district with individual campuses, the district will utilize a district committee but recognizes the committee members at the individual buildings may meet to evaluate the SLO templates at times convenient to them and independent from the entire committee.
- 4. The SGM committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- 5. The committee shall consist of a majority of Association members, and at least one district representative appointed by the Superintendent and the Superintendent and/or his/her designee and the Association President or designee. The members shall be appointed by the Association. In addition, each party may appoint up to one ad-hoc non-voting member to assist and/or attend committee meetings.
- 6. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- 7. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- 8. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party, will appoint a new member to the committee.
- 9. Members of the committee will receive training in the writing of SLOs including, but not limited to, SGM trainings with ODE trained trainers and any other trainings that become necessary for the committee.
- 10. The committee will establish by mutual agreement a meeting calendar.

11. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
12. All decisions of the committee will be achieved by consensus.
13. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.
14. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.
15. The district will provide secretarial support and assistance to the committee. Responsibilities may include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.
16. The committee will review the multiple elements of SGM, using the approved established guidelines and return them to appropriate parties either for use for gathering data or for revision and resubmission to the committee.
17. The committee will develop a timeline by which teachers will turn in SGM and the timeframe the committee will return said SGM.
18. In the case that the committee returns an element of SGM for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
19. Prior to submitting the SGM results to his/her evaluator, the teacher may request the SGM Committee review their score for accuracy. The SGM Committee will review for verification only.
20. The committee shall determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
21. Association committee members will be paid the hourly rate of \$25.00 for each hour he/she attends committee meetings outside of the contractual work day.

APPLICATION:

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
5. All other teachers not covered by 1-4 above will remain on the evaluation system previously bargained prior to 2013 by the parties.

CRITERIA FOR PERFORMANCE ASSESSMENT:

1. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.
2. Teachers shall be evaluated on his or her work performance based on the evidence provided by the teacher, on the observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, hear-say, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
5. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher.

EVALUATORS

1. All evaluations for those teachers with below expected level of student growth on the student growth measure dimension of the evaluation procedure shall be performed only by the teacher's immediate supervisor.
2. All evaluations for those teachers with expected levels of student growth on the student growth measure dimension of the evaluation procedure will have input into their credentialed evaluator.
3. Those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure shall select their credentialed evaluator from the qualifying list as negotiated.
4. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under

division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

5. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within 10 days following the beginning of the school year.
6. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.
7. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

TRAINING

1. Training on the teacher evaluation procedure will be provided, at Board expense, for all credentialed evaluators prior to the implementation of the evaluation procedure.
2. The evaluators shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.
3. Written instructions and training on the teacher evaluation procedure will be provided annually for all teachers and shall include the tools, processes, methodology, and the use of student growth measure data.
4. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 1 of each year, or in the case of a new teacher, not later than fifteen (15) days after initial employment with the District.

EVALUATION PROCESS

1. Teacher performance shall consist of 30% for the evidence collaboration/communication, and tools (binder) as stated in Appendix AA, and 20% for the evaluation OTES Rubric as of 2013 and periodic walkthroughs as stated in this agreement.
2. The Formative Assessment including the OTES Rubric of 2013 shall include a pre-observation in-person conference between the teacher and the evaluating administrator. This will take place prior to each observation in order for the teacher to explain plans and objectives for the work situation to be observed.
3. The Formative Assessment including the OTES Rubric of 2013 shall include a post-observation in-person conference and will take place between the teacher and the evaluating administrator after each observation at which time the administrator will review the observation. This conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

4. Teachers shall be given the opportunity to provide evidence to support all aspects of the evaluation process.
5. If no written documentation is created by the evaluator, then no documentation shall be reported to the teacher. Furthermore, any information used by the evaluator as part of the formal observation shall be written down ahead of time and shared with the teacher before appearing in a formal evaluation. A conference date and time, when necessary, to discuss the formal observation report will be scheduled during the school day within 5 school days. However, the written summative evaluation is to be completed within 10 working days following the second formal observation.
6. Written instructions and group SGM trainings shall be presented annually to the teachers no later than 10 school days after opening day or in the case of a new teacher, no later than 15 school days after initial employment in the District.
7. A teacher may elect to exclude any student evidencing more than forty-five (45) days excused/unexcused absences, of his/her classroom instruction from his/her student growth measure calculation.
8. A teacher evidencing thirty (30) days of excused absences as defined in the negotiated agreement may elect to defer consideration of student growth measures to a subsequent year or modify the SGMs expectations.
9. A teacher may request a formal observation at any time in addition to those required by this procedure. Such request shall be agreed upon mutually by both parties in order to occur.
10. The employee shall have the right to submit a written response to the evaluation which shall be attached to the file copy.
11. Observations shall be conducted only on a day when normal classroom procedures can be expected, as example, but not limited to, not on the day before or after a vacation or the day after an illness.
12. The written evaluation shall include recommendations that are specifically clear on what is to be done to improve in the event the credentialed evaluator finds need for improvement from a teacher. The credentialed evaluator involved in the evaluation shall assist the teacher by providing suggestions and a timeline for improvement. If the recommendations included in the evaluation are not clear to the teacher, the teacher shall request, in writing, clarification from the credentialed evaluator. In turn the credentialed evaluator shall respond, in writing, to the request for clarification.
13. The teachers will be granted at least one month to correct deficiencies prior to the next observation. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted. The teacher will be granted at least one month to correct deficiencies following the second and third observations.
14. In the event a third observation is deemed necessary as stated in this agreement, another written report shall be completed within 5 days following the third observation designating all improvements and continued deficiencies if any.

15. If deficiencies are noted for the first time after February 1, the improvement plan shall be carried over into the next school year.
16. Any evaluation which is ineffective or has below expected growth levels must be accompanied by a written improvement plan as negotiated and the means by which to improve.
17. No teacher will be required to sign a blank or incomplete form.
18. Should a teacher desire an additional observation by a properly qualified credentialed evaluator other than his/her immediate supervisor, the request should be made to the Superintendent of Schools. Should said request be approved by the Superintendent, the affected teacher and Superintendent shall work to mutually appoint another qualified evaluator from the list. If the parties are unable to mutually agree, then the matter may be directed to the Board of Education.
19. Teachers and building principals will mutually agree on teachers' own SGM or group SGM other than value added. Should the teacher and building principal mutually agree on an SLO as the SGM, the teacher will submit the SLO to the SGM committee for review. IF a teacher chooses to complete an SLO, then the SLO will be submitted by a date determined at the building level.
20. SGM value added scores shall be prorated proportionate to the value added class schedule of a teacher. In the event the administration and the teacher do not agree with this amount, the SGM committee will make the final decision.
21. The teachers may mutually agree to use shared attribution SGM scores for teachers whose students are in the same subject and/or grade level.
22. Student assessments will not be used to compare evaluations or for purposes of non-renewal, termination, or reduction in force unless the teacher has a full three years of student assessments documented for the grade level and subject taught.
23. A teacher who has been approved by the district through sick leave and/or the Federal Medical Leave Act shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.
24. Teachers recently transferred to a different position, i.e. subject, grade; the teacher's SGM score must consist of a minimum of three consecutive years of SGM data before job action is taken.
25. Teachers who meet the state mandated requirements to be evaluated under the Ohio Teacher Evaluation System and have an approved job sharing arrangement shall recommend a percentage of the SGM score for the individual teachers in the job sharing arrangement, which will be presented by their building principal.
26. Teachers who meet the state mandated requirements to be evaluated under the Ohio Teacher Evaluation System and have an approved co-teaching arrangement shall recommend a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time spent with the student(s), which will be mutually agreed upon by the individual teacher and building principal.
27. The evaluation procedure may be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

28. All forms as well as the aforementioned procedures shall be changed only by mutual consent of the Board and Association stated in writing and ratified by both parties.
29. This evaluation procedure is subject to the grievance procedure of this Master Contract.
30. If the above procedures are not followed, the teacher or teachers being evaluated shall automatically be reemployed.

WALKTHROUGHS

1. A walkthrough shall be used for enhancement of the formal observation as collecting evidence that may focus on one or no more than two (2) of the following components:
 - a. Evidence of planning;
 - b. Lesson delivery;
 - c. Differentiation;
 - d. Resources;
 - e. Classroom environment;
 - f. Student engagement; and,
 - g. Assessment.
2. Walkthroughs may or may not be announced. If the teacher is on Board approved leave during the time the Evaluator sends the notification, the walkthrough shall be re-scheduled.
3. The walkthrough shall be at least 1 minute, but not more than 20 consecutive minutes in duration.
4. An in-person debriefing shall occur no later than two work days after the walkthrough to discuss observations relative to the identified focus.
5. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.
6. No less than 2 walkthroughs shall be conducted each year unless otherwise requested by the teacher.
7. Additional walkthroughs can be requested by a teacher, in addition to employer initiated walkthroughs, to determine professional development for a teacher if deficiencies are identified.
8. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

FINALIZATION OF REPORT

1. Completion of Evaluation Cycle
 - a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.

- b. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing as notification that said report will be placed in the personnel file.
 - c. The teacher's signature is simply notification that he/she received the evaluation and cannot be construed as evidence that the teacher agrees with the contents of the evaluation report.
 - d. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.
2. Response to Evaluation
- a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
 - b. Final evaluation information provided to any outside district agencies shall be limited to only the summative teacher rating and/or the number of teachers within a specific category.
 - c. Additional evaluation details and data cannot be uploaded to any digital media source.

PROFESSIONAL DEVELOPMENT

1. Professional growth plans are not required, unless for licensure renewal, but may be developed as follows:
- a. Teachers with above expected levels of student growth may develop a professional growth plan.
 - b. Teachers with expected levels of student growth may develop a professional growth plan collaboratively with the credentialed evaluator.
 - c. For the purposes of this agreement, professional growth shall be based on the teacher's overall student growth measure level, and not for individual subjects or classes taught.
 - d. Professional growth for a school year may be developed not later than October 1 of each school year.
 - e. The Board will allocate additional money annually to guarantee the success of the teachers covered by this contract. The financial resources to support the professional development will be provided in the following order:
 - 1. Teachers in need of professional development identified through their improvement plan, post observation conference or formal debriefing sessions following walkthroughs. The evaluator and teacher will identify training, classes, resources, etc.
 - 2. All other teachers not identified above.

2. All requests will be submitted to the District treasurer, including the cost of the professional development. If the request is denied, the District treasurer must provide to the teacher in writing the specific reason(s) for the denial within five (5) working days.
3. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

DUE PROCESS

1. Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator and such request may be honored by the District. However, the process shall be followed under number 18 under Evaluation Process.
2. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the summative rating evaluation "SKILLED" unless the teacher already holds an "ACCOMPLISHED" rating at which point the teacher shall again be rated. Whereby the District shall automatically re-employ the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
4. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

IMPROVEMENT PLAN

1. A professional improvement plan is a clearly articulated assistance program for a teacher whose overall student growth measure dimension of the evaluation is below the expected level of student growth.
2. All deficiencies shall be addressed during the post-observation conference.
3. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference.
4. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of improvement of identified deficiencies.
5. The evaluator and teacher shall develop a professional improvement plan to address the identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
6. The improvement plan, as outlined in this section, shall detail:
 - a. Performance issues documented as deficient;
 - b. Specific performance expectations;

- c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d. Sufficient, specific timelines, not less than one month, as to allow for the improvement of identified deficiencies.
 - e. The provision for a trained teacher mentor/coach as stated in the mentor teacher section AA of this agreement.
7. If an improvement plan is developed prior to February 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school year shall be deemed completed. If an improvement plan is not deemed complete, the improvement plan will extend into the next school year.
 8. If an improvement plan is developed after February 1, or is related to below expected growth measures, the plan shall be continued into the next school year.
 9. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.
 10. The improvement plan form shall be used as negotiated in Appendix BB.

MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN

1. The District will provide teachers under an improvement plan with a mutually agreed upon skilled or accomplished mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher. The mentor teacher will be compensated at a rate of \$25.00 per hour, outside the regularly contracted school day, but not to exceed \$250.00 for one school year. The above rate applies for each teacher mentored. The mentor shall use the overtime report (Appendix Q) to document his/her hours.
2. Role of the Mentor Teacher
 - a. The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.
 - b. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - c. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
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 that staff member's evaluation.

- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised once a year by the mentor teacher or the teacher. See Appendix CC for request to change form.
- f. Should a change in mentor occur, combined wages of all mentors for one mentee shall not exceed \$250.00.

INTENT TO NON-RENEW

- 1. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

NON-OTES EVALUATIONS (Appendix J):

Teachers on a limited contract in a year where their contract is up for renewal shall be evaluated according to the same exact procedures as those new to the district.

Substitute teachers/tutors who are employed by the district for more than 120 days in a given year must be evaluated at least once with only two (2) thirty (30) minute observations being required and one written evaluation being due to the teacher no later than April 10.

Teachers on a limited contract in a year their contract is not up for renewal may or may not be evaluated, subject to the discretion of the evaluating administrator. The administrator shall inform all staff members in this grouping by November 1 if they intend to conduct an evaluation of the staff member before the end of the school year. All applicable observations of certified staff in this status must be completed by May 1 with the written evaluation due to the teacher no later than May 10.

Teachers on continuing contracts shall be evaluated at least once every three years with only one written evaluation of two (2) thirty (30) minute observations being done. The staff member shall be notified by November 1 if they will be evaluated during the school year. No evaluation shall be completed until the staff member has been notified. All applicable observations of certified staff on continuing contract status must be completed by May 1 with the written evaluation due to the teacher no later than May 10.

Evaluating administrators may conduct more evaluations than the contract indicates, and the staff member may request more observations/evaluations than are required by the contract.

Supplemental contracts are specifically excluded from these evaluation procedures and requirements.

FRAMEWORK FOR IMPROVEMENT

The Wayne Trace Board or its administration must provide for: (1) criteria of expected job performance in the areas of responsibility assigned to the teacher; (2) two observations by the evaluator of at least thirty minutes duration for each of the two evaluations, and (3) a written report of the results of the evaluation that includes specific recommendations regarding any desired improvements and the means by which the teacher may obtain assistance in making such improvements. A staff member may request the evaluator to demonstrate what they need to do in order to correct the noted areas of deficiencies. This demonstration shall be conducted in a regular classroom setting.

These statutory evaluation procedures and all related contractual language must be observed, or the teacher will be entitled to reinstatement with back pay.

NON-TEACHING STAFF

Non-teaching staff employed on limited contracts shall be formally observed/evaluated at least twice each year.

Each observation shall be followed by an evaluation with the first such observation/evaluation completed by December 16th and the second by March 16th.

Staff on a continuing contract shall be formally observed/evaluated at least once every three years followed by the written evaluation by May 1.

Staff members under this section of the evaluation procedure shall be evaluated based upon job descriptions developed to date and adopted by the Association and Wayne Trace Board.

G. ACADEMIC FREEDOM

It is recognized that the Board and the teaching staff seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff member and student is encouraged.

The teacher, as a recognized professional, shall have the right and responsibility to choose those instructional methods, issues and/or materials within the accepted curriculum guidelines and good taste he or she deems to be appropriate and effective with a given group of students. Choice of such methods, issues or materials within the curriculum guidelines shall not be considered an appropriate area for criticism in evaluation unless the evaluator can provide a reasonable basis for such criticism.

Before introducing materials, methods and/or issues, of a known or potentially controversial nature, the teacher shall consult with the principal as to the advisability of such materials and/or issues and together they will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods and/or issues. The principal may request that such materials be submitted to a review committee prior to introduction to students. The review committee shall be composed of the affected teacher, the principal, and some other staff member likely to be familiar with the materials or the anticipated sensitivity and reaction to the introduction of the materials subject to review. If a teacher disagrees with the principal's decision, the grievance procedure shall be used to resolve the disagreement.

No staff member shall be criticized or otherwise threatened in the evaluation procedure on the basis of that staff member's verbal expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the staff member's verbal dissent has been expressed in an ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the staff member's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

H. PERSONNEL RECORDS

A personnel file of all staff members shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of staff members maintained by the Board and Administration.

Individual staff members shall have access to their personnel file upon request. Requests of staff members to have access to their personnel files shall be handled by the Superintendent or his designated representative.

Members of the Administration authorized to use personnel files of staff members shall be limited to the Superintendent, building principal(s), and supervisor(s) and county office personnel who are directly related to supervision of that staff member.

All materials placed in the personnel file of the staff member shall include the following:

1. The date the item was placed in the file.
2. Signature(s) and dates of the staff member in whose file the entry is being made and the signature(s) of the administrator placing information in the file.

Both the signature and date signify acknowledgement that the document will be placed in the staff member's personnel file.

These personnel records shall include:

- *1. Application for employment, including those nonconfidential² references.
2. Copy of the latest contract, properly signed.
3. Copy of latest salary notice upon conclusion of negotiations. (See salary notice herein for waiver provisions.)

² Confidential information for which the employee has specifically signed a waiver may not be revealed.

4. Health history card, if any.
5. Ohio teaching certificate*/license/Federal Commercial Driver's License*/Boiler License.
6. Transcript of college credits showing the official record of the degree granted, original or certified copy.
7. Record of military service, if any.
8. Other documentation which has been properly placed in the file.

* On file in county office

A staff member shall be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member and shall be provided the opportunity to read any such material at the time it is placed in such personnel file. In addition such staff members will have the opportunity to appeal the placement of any such material placed in the personnel file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed (as indicated earlier in item #2). If the staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal/appropriate supervisor, who shall affix his/her signature thereto, acknowledging that said material has been read. Such signature shall not indicate agreement by the principal/supervisor with the content of the reply.

Staff members shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions above shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

A staff member shall be entitled to a copy of any material in his/her personnel file.

A staff member may periodically review his/her personnel file including personnel files maintained by building principals, and shall be entitled to a copy of any material in that file. A third party selected by the staff member at the option of the staff member may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

At no time nor under any circumstances will the confidential files of any staff member be opened to the public.

Any materials entered into a staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If any file material or record is found to lack in any of the aforementioned, said record/material shall be removed from the staff member's file.

Personnel records shall be expunged of all disciplinary notes if after five (5) years there have been no repeated offenses of a similar nature. The staff member shall file a request

for expungement with the superintendent or the Board's statutory designated keeper of the records.

I. SEQUENCE OF CONTRACTS

In accordance with the Ohio Revised Code, all contracts shall be in writing and signed by the employee, the treasurer, and the president of the Board.

Upon initial employment, the contract of employment shall be for a term of one (1) year; if reemployed at the conclusion of each contract, the subsequent contract shall be as follows:

- a. Second contract * - 2 years
* Exception: Alternate Educators licensed employees shall be granted two one-year contracts. Following the successful completion of the two-year program, said employee will then continue with the regular contract sequencing.
- b. Third contract - (Teacher - 3 year), (Support Staff - continuing)
- c. Subsequent limited contracts for teaching staff shall be for three years duration except as specified in (a.) below.

All teachers presently on a multi-year contract shall be granted a subsequent contract of equal or greater duration unless given a one (1) year contract under the provisions below or non-renewed.

Staff members new to the system with previous experience outside the district may be offered an initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence noted above.

Where a certified staff member is not on a continuing contract, upon the recommendation of the Superintendent, the Board may grant a one (1) year contract on the following conditions:

- a. The Superintendent shall notify the affected staff member in writing, on or before the 30th of March of his/her intent to recommend such contract, with reasons directed at the improvement of the affected staff member. Any staff member so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for same. The Board shall so notify each affected staff member on or before April 30 of its action upon the Superintendent's recommendation.
- b. A contract of lesser duration can be awarded at the request of the employee.

Continuing contract shall be issued as provided by the Ohio Revised Code.

J. JUST CAUSE: CERTIFIED AND NON-CERTIFIED

No staff member of this school district shall be disciplined, reduced in rank or compensation, demoted, terminated, non-renewed or otherwise deprived of any advantage without just cause and in compliance with applicable provisions of this contract.

PROGRESSIVE DISCIPLINE

No bargaining unit member shall be disciplined, suspended, or discharged without just cause. The administration shall comply with the following progressive discipline procedure:

1. Verbal warning with written documentation – 1st offense with written documentation (of date and topic only)
2. Written warning – 2nd offense
3. 1-3 day suspension with or without pay – 3rd offense
4. Possible termination of the Bargaining Unit Member – 4th offense

Certain severe circumstances may warrant deviation from this procedure. The sequence shall be followed in order for the progressive discipline in all other cases. The discipline shall only be accumulative for same type, same offense.

K. TERMINATION

When the Board of Education shall take action to terminate a certificated employee's contract, such termination shall be in accordance with ORC Section 3319.16.

L. NON-RENEWAL OF LIMITED CONTRACT

When the Board of Education shall take action to non-renew a teacher's contract, such non-renewals shall be in accordance with the provisions of this contract and ORC 3319.11. The non-renewal of a teacher's limited contract (not applicable to supplementals) shall only be for good and just cause.

Non-teaching/support staff shall be considered for renewal of their contracts pursuant to ORC 3319.081 and 3319.083 and/or any other applicable provisions of law except that such employees shall be evaluated pursuant to the evaluation procedure herein.

Staff employed on a limited contract may reasonably expect continued employment in the ensuing school year within the district as follows:

1. Non-renewal of a staff member's limited contract(s) shall be for reasons of a lack of or low degree of competency based on the evaluations of the staff member's performance as set forth in the evaluation article or for other good and just cause.
2. Staff on limited contracts who after evaluation have noted deficiencies must show evidence of positive efforts to correct said deficiencies. If sufficient progress is evident, upon the recommendation of the evaluating supervisor, a one-year contract may be issued. Further evidence of improvement must be noted during the second observation, or the staff member will not be re-employed pursuant to the evaluation section of this Agreement. At any time during the school year that the situation warrants protection of the students, the Superintendent may suspend the staff member from the classroom or their assignment pending termination of contract proceedings. If, after being suspended, an employee is reinstated to duty, said employee shall receive full salary for the period of suspension.
3. Staff on limited contracts who after evaluations have no noted deficiencies or have corrected all areas of deficiency will be placed on the regular contract sequence.

4. Right to a fair and impartial hearing - Any alleged misinterpretation of these provisions may be submitted to the grievance procedure by the affected staff member and/or representative of the Association.

If it is determined that any provision of this article or the evaluation procedures have been violated and the arbitrator determines that reinstatement is warranted, the affected staff member will be deemed re-employed (reinstated pursuant to the contract sequence article herein).

M. REDUCTION IN FORCE

Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the Employer reduces or eliminates a position in accordance with this Article.

Attrition

To the extent possible, the number of employees affected and/or adversely affected by a reduction in force and/or the extent such effect(s) will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils in the specific grade level or course of study, return to duty of regular staff after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or for financial reasons, which shall be defined as the failure of three operating levies of sufficient proportion as to avoid layoff of staff, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction in accordance with the provisions below.

Suspension of staff contracts pursuant to the provisions below for purposes of staff reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.

For the purposes of this Article, all evaluations are comparable.

Suspension - Renewal Suspension

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or renewal/suspension of expiring limited contracts and/or, if necessary, suspension of continuing contracts. Those contracts to be suspended and/or renewed suspended will be selected as follows:

Least Senior Reduced and Displacement

Reductions in any bargaining unit field, or assignment, or job classification will be made by selecting the person lowest on the seniority list for that job classification who is currently assigned to such a position. Persons selected for reduction under this article shall be

notified by certified letter, and by telephone, if possible. A staff member so affected may elect to displace any less senior staff member or portion of that staff member's assignment for any area of certification/licensure or job classification for which the more senior staff member is also certified or qualified.

Affected staff members electing such displacement shall notify the Superintendent, orally or in writing, of his/her election within three (3) weekdays of the receipt of oral or written notification of contract suspension.

Staff subject to or affected by such suspensions will be assigned top open positions for which they are not fully certified provided: (1) they give written notification of willingness to complete necessary course work; (2) they enroll in such necessary course work prior to the end of the first semester; and (3) they must be fully certified prior to the beginning of the following school year. The Superintendent has the discretion to grant an additional year if the member cannot complete his/her certification during that school year due to unavailability of the requisite classes. Failure to enroll in or complete such course work shall subject the affected staff member to immediate layoff after the first semester.

Work Hour Reduction

In the event of a reduction in the work hours in a job classification, affected bargaining unit members with the greatest classification seniority may maintain his/her normal hours of work by displacing bargaining unit members with less classification seniority on the work schedule. In no case shall reduction of any bargaining unit member's work hours take effect unless the notification provision herein has been fully met and the appeals, if any, as provided herein have been exhausted.

If a staff member has been required to obtain a temporary certificate to meet the requirements of the current assignment and also holds provisional or higher certification in other fields, that staff member shall be placed with the appropriate contract status group according to seniority and provisional or higher certification areas and shall have displacement rights within those groups.

Notice of Intent to Reduce Staff/Conference/Hearing

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all staff so affected and to the Association President at the earliest practicable time, but not later than May 15 or thirty (30) days prior to Board action to reduce staff. In the case of some catastrophic event in which the Administration or Board feels it necessary to effectuate a reduction in force for any of the reasons set forth above after the May 15 notification date, the Board and Association shall meet within ten (10) days of request for such meeting from the Board or the Administration for the purpose of discussing such contemplated reduction. In the event of a disagreement, either party shall have the right to appeal to expedited arbitration on any alleged violation of this procedure.

The Association and each affected staff member whose contract is to be suspended (or renewed-suspended) under provisions of this section shall receive a copy of the entire seniority list at the time of notification of suspension or renewal suspension.

Each staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by an Association Representative.

Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Expedited Rules of the American Arbitration Association.

Employee and Association Rights

Any of the above sections shall not diminish or void any right or privileges provided staff members in any state or federal law.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and negotiations with the Association.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being on layoff status and awaiting recall and not as being terminated with the system.

Staff on the recall list will have the following rights:

Staff member(s) on layoff are to be recalled in the following order when vacancies become available for which they are or have become qualified.

1. First recall shall be qualified/properly certified/licensed continuing contract staff in order of their seniority.
2. If vacancies cannot be filled by such certified/licensed/continuing contract staff, then qualified/properly certified limited contract staff shall be recalled in order of their seniority.
3. The recall list for those staff on limited contracts shall be maintained for a period equal to the total length of service in the local school district, or up to sixty (60) months, whichever is less. Thereafter, a limited contract employee on layoff shall lose his/her right to recall.

4. So long as any employees remain on layoff status:

No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position;

No substitute staff member(s) or any other person new to the system will be hired, except where:

- a. There is no staff member(s) on layoff qualified to fill a vacant position or who has become qualified by retraining, or
 - b. All qualified staff member(s) on layoff decline the offer to fill the vacancy.
5. Qualifications for a bargaining unit position shall not be upgraded or otherwise restructured so as to prevent the recall of a laid-off employee. (The burden of proof for a violation of this provision shall rest with the Association.)

6. Reduced staff members may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such employees will be informed of the premium due date.

Each individual who is eligible to elect continuation of fringe benefits under COBRA with the provisions of this Agreement must make such application within the time prescribed by law and the applicable regulations.

7. Each affected staff member shall have the unchallenged right to unemployment compensation benefits when during layoff, that employee has not been offered an equivalent bargaining unit position in this school district or any other within the restraints of the regulations of the Bureau of Employment Services.

A staff member awaiting recall who re-trains may not displace, by virtue of such training, any actively employed member of the staff regardless of seniority.

8. Notification of Recall

It shall be the responsibility of each staff member to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association President or his designee and to all qualified said staff member at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible staff member that fails to accept the offer of re-employment in writing within ten (10) days, excluding Saturdays, Sundays, and holidays, or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the staff member, shall be considered to have rejected said offer, and shall be removed from the recall list. The most senior of those responding will be given the vacant position.

9. Status Upon Recall

A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

Transfers Due to Reduction in Force

- a. When personnel must be transferred as a result of reduction in enrollment at the particular grade level or class or classification, the Superintendent shall publish a list of the necessary reductions by position/classification, grade level and building. This will be posted on the bulletin board of the school(s) concerned and available to all staff members therein.
- b. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff members of the department(s) or grade level(s), or classifications affected by the enrollment shall be transferred on the basis of seniority in the school system. The least senior staff member shall be transferred first.

- c. Except in unusual and/or emergency circumstances, the staff member(s) to be transferred involuntarily shall be informed in a conference with the principal/immediate supervisor on or before June 1st of each year.
- d. The staff member(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.
- e. Any staff member subject to involuntary transfer due to a reduction in force who does not wish to be transferred, shall have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

If any provision of the reduction in force procedure, herein, is found to have been violated, misinterpreted, or misapplied resulting in the layoff or partial layoff of a member of the bargaining unit, such affected member of the bargaining unit will be reinstated with full back pay and any other emoluments and/or benefits so as to be made whole.

N. ALTERNATE EDUCATORS LICENSE

It is the intention of the Board to find and hire persons that have already acquired a teaching certificate to fill vacancies that occur. In the case this is not possible, the Board will then consider the Alternate Educators License program.

A person wishing employment under the Alternate Educators License provision may be hired after the successful completion of state requirements to obtain the Alternate Educators License. Upon employment, the employee shall demonstrate some progress toward the provisional certificate within the first year of employment.

Following the first year of employment, the employee will demonstrate successful completion of all state requirements in order to be granted the next contract in sequence (see Article III, Section I).

Employees with an Alternate Educators License will be placed at Step 0 of the salary schedule the first year and Step 1 on the salary schedule the second year. However, if the employee was a full-time substitute with a substitute or temporary license, and had already been placed on the salary schedule, said employee will then be placed on the salary schedule in accordance with their teaching or military experience (not to exceed 5 years) for the first year of the program and move one step the second year.

The Association and Board will request to negotiate the wages, hours, or terms and other conditions of employment such as, but not limited to: placement on the salary schedule following the initial two-year non-renewable certification period and the mentor program required during the first two years.

No employee shall utilize the tuition fund in acquiring the Alternate Educators License. Likewise, no employee shall utilize the tuition fund in acquiring his or her provisional license while in the Alternate Educators License program.

O. SUMMER SCHOOL INTERVENTION

Summer school intervention teachers shall hold a valid teacher's license or certificate and shall be compensated at a rate of twenty-five (\$25.00) per hour. Teaching assistants or

aides may be hired on an as needed basis and will be compensated as per base rate on the index.

Those teachers who taught summer school during the summer of 1999 may not be compensated at a rate less than their per diem. Teachers employed in this capacity during the summer of 1999 must provide and/or maintain consecutive years of summer school intervention services to the district unless enrollment does not warrant the hiring of these same teachers. If at any time a teacher should choose not to be employed in consecutive summers of providing intervention services, the \$25.00 per hour compensation rate shall apply to said teachers as well.

Vacancies shall be filled based on seniority and experience, subject to the Superintendent finding the person(s) qualified and suitable to perform the duties required by the positions.

The positions will be posted for a period of ten (10) days unless expedited by summer job posting provisions.

The job description already adopted by the Board and the Association shall serve as the summer school teacher's job description unless otherwise modified; a summer school teacher's aide job description very similar to the existing teacher aide job description would need to be developed and/or adopted if aides are hired as part of this summer program.

If a pupil-teacher ratio of more than 16 to 1 is ever exceeded in any summer remediation session, based on the enrollment which actually attends the first day of classes, the Superintendent must submit to the Association President a plan which attempts to affect a lower pupil-teacher ratio in classes where the ratio is exceeded. If the Association President believes that the Superintendent has not demonstrated an acceptable regard for pupil-teacher ratio, then this issue becomes a grievable matter which can be taken before the Board and beyond for an acceptable resolution.

ARTICLE IV

LEAVES

A. SICK LEAVE

1. Pursuant to state law, all employees of the Board shall accrue sick leave at the rate of 1 1/4 days per month of service with sick leave accumulating to an unlimited number of days.
2. Each newly hired staff member of the Board who has no accumulated sick leave, or any staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of up to fifteen (15) days. The staff member shall not be advanced additional sick days until such time that the 15 days advanced have been paid back. Staff who resign, retire, or otherwise leave the system with a deficit of accumulated sick leave will have the per diem rate of pay or appropriate fraction thereof corresponding to such deficit withheld from their final paycheck. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
3. Those regularly employed staff who render part-time, seasonal, intermittent, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked. Substitutes after sixty (60) days of consecutive employment in the same assignment shall be entitled to sick leave in proportion to the time worked thereafter.
4. Upon submission of appropriate record of accumulated sick leave, any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. Upon submission of appropriate record of accumulated sick leave, a professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit for sick leave accumulated while in the prior employ of the Board and/or other agencies of the State of Ohio.
6. Upon submission of appropriate record of accumulated sick leave, any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for the sick leave accumulated in this previous employment.
7. Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for

absence due to illness, injury or death in the employee's immediate family or for other reasons deemed adequate by the Superintendent.

a. Injury and/or illness in the immediate family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as husband, wife, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, or other member of the family unit living in the same household no matter what degree of relationship.

b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as spouse, child, parent, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, spouse of an employee's child, or any other member of the family unit living in the same household no matter what degree of relationship.

A staff member may use one day of sick leave to attend the funeral of a family member not listed in this section. Any additional days, if needed, by the staff member shall be personal days or approved sick days as granted by the Superintendent.

10. Sick Leave Donations

- a. Someone with a serious health situation must use all accumulated sick leave, personal days and/or accumulated vacation and compensatory time.
- b. The individual must also follow the negotiated agreement and borrow fifteen (15) of their sick days from the next school year.
- c. When the above conditions have been met, the person may apply to the sick day committee to receive sick day donations.
- d. The committee shall consist of a WTEA representative, superintendent, and board member.
- e. The committee will meet, and if the health condition is considered by the committee to be serious, then a request is sent out to the staff asking for donations.
- f. Employees may elect to give up to three (3) days to this person. The donating staff member must write a short letter indicating who the recipient is and how many days are being donated to the recipient.
- g. The days are then transferred from the donating employee's sick day balance to the receiving employee's sick leave balance.
- h. The employee who is receiving donated sick days may only receive a maximum of sixty (60) days per incident.

B. PERSONAL LEAVE

Each staff member shall be authorized up to three (3) days annually, without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot

reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the principal or immediate supervisor seventy-two (72) hours in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave nor any other leave other than personal leave.

Except as specifically set forth below, these days shall be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business.

1. Prior to May 15 of each school year, each staff member shall be entitled to three (3) such days of unrestricted personal leave, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business which cannot reasonably be conducted outside of the school day.
2. After May 14, the balance of any unused, unrestricted personal leave shall be authorized for the following:
 - a. Accidents or catastrophe involving family property.
 - b. Court appearance (other than jury duty).
 - c. Attendance at a graduation exercise or other ceremony honoring the employee or member of the employee's immediate family.
 - d. Visiting members of the immediate family in the armed forces.
 - e. Illness or death of persons not within the immediate family. (May be used day before or after holiday as necessary.)
 - f. Arranging for the purchase or sale of the employee's residence.
 - g. Appointment with attorney, accountant, architect or other similar professional when such appointment cannot be made at times other than the regular school day.
 - h. Extremely urgent personal problems of members of immediate family.
 - i. Emergencies, natural or personal, for the employee.
 - j. To enroll or perform an act required for enrollment in a college or university.
 - k. Other reasons deemed valid by the Superintendent that cannot be taken care of outside regular school hours.

For each of the days as defined in Section 2 above, the applicant shall be required to specifically identify on approved forms which of the above listed authorized purposes is the basis of such leave.

Upon certification by the staff member that the purpose of such leave is one which has been authorized pursuant to this policy, the Superintendent shall approve the application. Personal leave forms shall be available from each building principal.

Past practices for absences for short periods of time, especially where minimal or no student supervision is required and which would otherwise be regarded and charged as personal leave, shall be continued.

Personal leave may not be used for the purpose of working at another job. The only exceptions are for farming at an employee's own farm, or for handling an emergency situation at an employee's own business. An employee who violates this provision may be docked for the day and/or disciplined. Before an employee is docked or disciplined pursuant to this section, the employee will be given the opportunity to present his/her side of the story to the Superintendent. If the employee disagrees with the Superintendent's decision, he/she may file a grievance.

- a. At the end of each year, employees have 3 options concerning unused days of personal leave.
 - i. Option 1 – At the end of each year, two personal leave days may rollover to the next school year for a maximum of 5 personal days. If these days are rolled over, employees may not be compensated for payout on rollover days the following year. Rollover days must be used first when taking a personal leave.
 - ii. Option II – Any unused personal leave day can be automatically added to accumulated sick leave. Rollover days may be added to sick leave accumulation.
 - iii. Option III – The employee may request compensation for personal leave days. No compensation will be granted to rollover personal leave days.
- b. Employees must complete the non-use of personal leave form (Appendix N) no later than the last day of the school year and submit to the treasurer's office of their desire.
- c. If no designation is made, all personal leave days will automatically transfer to sick leave.
- d. Said notification must be done on an annual basis with the proper form located in the building principal's office.
- e. Payment will be by the last pay of each contracted year.
- f. If more than three days are to be taken consecutively, two weeks advance notice must be provided.
- g. If days are rolled over, then the bonus provision shall apply as follows:
 - i. If 1 personal day is used, reimbursement of 2 days is allowed
 - ii. If 2 personal days are used, reimbursement of 1 day is allowed
 - iii. If 3 personal days are used, no reimbursement will be allowed

C. PROFESSIONAL LEAVE

Each staff member will be permitted two [2] days of professional leave. The approval shall be governed by the following:

1. The Superintendent of schools shall approve or disallow each application, upon receipt of application from the building administrator. The form, furnished by the building principal, shall be completed by the teacher giving such basic information as who, when, where and why such leave is being requested as well as all Board reimbursable

costs involved. Said form shall be returned to the building principal and with his approval or disallowance, shall be forwarded to the Superintendent.

The original form filed by the teacher will be returned to the teacher, expressing approval or disapproval as registered by the principal and superintendent.

2. Advance notification for professional leave should be made to the Superintendent two (2) weeks in advance, when possible, prior to such leave.
3. The reason for taking such leave must be related to one's present teaching area, extra-curricular assignment and/or with the approval of the Superintendent.
4. Unused professional leave shall not accumulate from one year to another.
5. The Board shall provide a fund for reimbursement of certificated employees' expenses for registration fees, mileage at universal IRS rate, lodging, and meals on a prorated basis per building as follows:

Grover Hill Elementary	\$ 700.00
Payne Elementary	\$ 900.00
Wayne Trace Jr./Sr. High School	\$1400.00

Reimbursed expenses shall be limited to \$100 per night for lodging and \$9 for breakfast, \$10 for lunch and \$25 for dinner. Expenses shall not be paid without proper receipts.

Reimbursed meals on non-overnight trips are taxable income and will be run through payroll.

When total for building reimbursement allotted to a building is exhausted for the year, no additional reimbursement will be paid for professional leave used by staff members of that building until the next fiscal year.

All employees obtaining reimbursement for attendance shall make a written or oral presentation at the next Board meeting following return from said meeting. All users of professional leave will be encouraged to make such a report to the Board as the Board is vitally interested in the happenings in other areas of the State and Nation.

The following provisions for purposes of the usage of professional leave funds, regarding assignments or location of individuals and schools shall prevail:

- a. Elementary Art (traveling teacher), Elementary Music (traveling teacher), and Elementary Physical Education (traveling teacher) shall consider the building with the fewest number of staff as their home building for purposes of these provisions.
- b. Instrumental music shall be associated with the Jr./Sr. High School.
- c. Athletic clinics, tournaments and athletic workshops or cheerleader clinics and camps shall be financed by the respective accounts within the school activity funds.
- d. Vocational expenses shall be reimbursed from activity accounts provided for such purpose or from separate board funds provided for this area.

- e. Title I teachers will be limited to provisions built into the Title I program as accepted and approved by the State Department.
 - f. Any employee whose attendance at a professional meeting or other similar meeting is sought by the Board shall have the expenses of the meeting paid by the Board from funds other than those assigned to the individual building.
6. The Board shall provide for the payment of substitute teachers for those individuals on approved professional leave.
 7. Additional days of professional leave may be granted at the discretion of the Superintendent.

D. OTHER LEAVES

1. Travel difficulties. In event of absence resulting from travel difficulties, the Superintendent may waive salary deduction if the travel difficulties rise from floods, storms, or other conditions beyond the control of the employee, and if in the judgment of the Superintendent, the employee has made every reasonable effort to get to his place of employment.
2. Appearance in court. Staff members will be permitted a leave of absence with pay for the actual number of days of required appearance in response to a subpoena in a court case or administrative hearing in which the employee is not a party. There shall be deducted from the regular salary of the affected employee the amount, and only the amount, of any witness fee or other compensation not to exceed the per diem rate of regular salary for each such day of absence exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate, signed by the employee, and stating the amount of such fee or other compensation, if any, must be submitted by the employee, or the full salary for the period of absence shall be deducted. In case of absence from duty for any court proceeding or administrative hearing in which the employee is a party, no salary shall be paid to the employee for the period of absence, exceeding unused personal leave. If the suit arises out of and is related to the employee's employment, no salary deduction will be made for the absence.

E. UNPAID LEAVES OF ABSENCE

1. An employee of the Board shall be granted a leave of absence for the following reasons:
 - a. Disability/Extended Illness
 - b. Childcare
 - c. Enlistment in the Armed Forces of the United States
 - d. Education of the professional purposes
2. Disability and Extended Illness shall conform to the ORC 3319.13.
3. Leaves of absence for childcare shall be granted for one year at a time, but not more than two consecutive calendar years. Such leaves, except in the case of adoption or where prior notice cannot be given, may begin after not less than 30 days prior notice. An employee who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions.

4. Any employee who leaves a position in the Wayne Trace Local School System to serve in the armed forces, or auxiliary thereof organized to serve during a period of war declared by Congress, and/or national emergency, upon being honorably discharged from such service, shall resume the contract status held prior to entering military service, subject to passing satisfactorily a physical examination. Such contract status shall be resumed at the first of the school semester of the beginning of the school year following return from the armed services. The term "Armed Services" shall be construed according to the definition thereof as provided in Section 468-16 of the General Code.
5. Educational or professional leave, not to exceed one year at a time, shall be granted after approval of the purposes for which the leave is sought.
6. **Rights While on Leave** -- Staff members on unpaid leave shall continue to be recognized as full-time staff members and treated as such in every way except for purposes of salary and fringe benefits.

Staff members on unpaid leave or child care leave shall be entitled to continue to be covered by insurance for hospitalization, surgical benefits and major medical providing the staff member pays the Treasurer of the Board, in advance, each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave.

7. **Reinstatement Provisions** -- Upon expiration of any leave a staff member shall resume the contract status held prior to such leave. Staff members shall be entitled to reinstatement at the end of the period of leave. Where appropriate vacancies exist, such reinstatement shall be to the same class assignment, or position, or teaching assignment, and building assignment as held immediately prior to leave. Any staff member on leave of absence who intends to return the ensuing school year shall give notification to the Board by March 15.

F. FAMILY MEDICAL LEAVE ACT

1. An employee desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave; if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave.
2. During the leave, for up to 12 weeks per year, (defined year begins July 1 and ends June 30 of each year for purposes of this Act); the Board shall continue to pay fringe benefits without interruption and the contribution it makes for an employee on the active payroll to continue participation in the health insurance programs, provided the employee pays his/her portion of the premiums to the Treasurer at least five (5) days prior to the beginning of the month that is being covered. If the employee does not pay his or her contribution to the premium cost by the deadline date, then the Board will not be obligated to contribute its share in order to maintain the coverage.
3. Full salary and position will be restored upon the employee's return, the same as if uninterrupted during FMLA leave.
4. The dates requested constitute consecutive leave unless otherwise indicated, with the exception that requested leave may be terminated prematurely if mutually agreed to by both parties.

5. All employees have the right to have all the benefits of this leave fully explained to them by making an appointment with the superintendent of schools.
6. FMLA form (Appendix I) must be filled out any time an absence of more than one week is desired and/or anticipated for any one of the qualifying reasons listed on the form.
7. The FMLA form (Appendix I) is for district planning purposes, and the information provided to the district may change if in accordance with law.
8. A copy of the FMLA form (Appendix I) shall be returned to the employee within 5 working days of the request, once received by the Superintendent with the Superintendent's signature of approval or denial with the reasons for denial (see form).
9. Any employee may choose to use FMLA leave concurrent with accrued sick time up to 12 weeks in a period year.
10. An employee may opt to take unpaid leave under either the Family Medical Leave Act or under the contractual unpaid leave section, but may not use both provisions for the same incident.

G. VACATIONS

Eligibility

Bargaining unit members employed on a 12-month basis shall receive paid vacation time. Said vacation time may be used by eligible bargaining unit members at times of the bargaining unit member's own choosing subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances, the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s). Said vacation will be scheduled with administration at least two (2) weeks in advance, if possible, when students are not in attendance.

Unless there are extreme extenuating circumstances no 260 day employee may take vacation time the week before school starts.

Amounts

1. New Staff

New 12-month staff employees shall accrue vacation at the rate of five/sixths of a day per month for a maximum of ten (10) days per year. Vacation credit is accrued from the first day of service.

2. Other Staff

12-month staff are entitled to vacations as follows:

One (1) complete year -- 10 days with pay

Beginning the 4th year (with a continuing contract) -- 11 days with pay

Beginning the 6th year -- 15 days with pay and one day additional for each year of service thereafter to a maximum of twenty-five (25) days (beginning the twelfth year of service).

3. Use

Employees eligible for vacation shall be permitted to accrue such vacation and carry forward such vacation days to the next year. The maximum accrued vacation which may be carried from one year to the next shall be ten (10) days.

Since the maximum accrued vacation which may be carried from one year to the next is ten (10) days, when a person is separated from employment from the school district, he is entitled to up to ten (10) days pay from the previous year (whatever the employee has carried over) plus the prorated portion for the current year of all earned but unused vacation time. Compensation for this vacation time shall be based on the member's then current rate of pay. Vacation time shall be computed as of each bargaining unit member's beginning and ending contract dates for the current and previous year.

4. Prior Service Credit

A 12-month support staff employee may combine prior service with the state or any of its political subdivision with service in the district to determine the number of weeks paid vacation to which they are entitled.

5. Payment of Accumulated Vacation Leave Upon Separation

Payment for vacation leave accrued or unused must be paid within thirty (30) days of separation, termination, or resignation of employment. If retirement is effective December 31 or January 1, vacation payment shall be made subsequent to January 1 but within thirty (30) days.

ARTICLE V

COMPENSATION/PAYROLL PRACTICES/FRINGE BENEFITS

A. SALARY

The basic salary or hourly rate of each member of the bargaining unit covered by this Agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule as found in Appendixes B through G.

B. SALARY SCHEDULE PLACEMENT

CERTIFICATED/LICENSED STAFF

The maximum years of credit for teaching and/or credit experience outside the Wayne Trace Local School system shall be ten (10) years. Years of service for the teaching salary schedule placement purposes shall be credited according to the following:³

1. All years of teacher service in the District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the O.R.C., or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the O.R.C. regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of the O.R.C. to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

SUPPORT SERVICE STAFF

Each member of the bargaining unit employed by the Board in a support service classification shall be given credit for up to five (5) years of public service outside the district, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed five (5) years of service for proper placement on the salary schedule.

One year's experience shall be defined as not less than one hundred twenty (120) days during a given calendar year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

If armed forces credit is to be granted, a copy of discharge or separation form 214 shall be furnished to the Board Treasurer no later than October 1.

³ See also - Filing & Maintenance of Certificates

C. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The Bargaining Unit Member shall provide documentation of completed additional undergraduate/graduate hours from an accredited college or university to move to the B.A. 9 or B.A. 21 columns. Such hours shall have been earned after the date of the degree being awarded.
2. The Bargaining Unit Member shall provide documentation of completed graduate hours to move from the M.A. column to the M.A. 15 column. These additional hours do not have to have been earned prior to the awarding of a Master's degree.
3. It is the employee's responsibility to verify by transcript or letter from the college or university where the course work was completed. The salary adjustment will be made no later than October 1 of the current school year following receipt of the transcript and/or letter of verification to the Superintendent. Such transcripts/letters should be secured before school starts if possible or as soon thereafter as possible so that proper placement on the salary schedule can be made. Verification of completed graduate hours after October 1, retro to September 1, and after March 1 retro to February 1, shall result in the employee being awarded the proper column on the salary schedule beginning with the day after the first Board meeting following the request.

D. PAY PERIODS

All employees will be paid every two weeks, beginning when the individual's contract begins, which varies, as indicated below. The employees will be paid in twenty-six (26) equal installments to be dictated by the individual's contracts and commitments.

Current staff may continue to receive paper checks or elect for direct deposit of their pay checks to the bank of their choice. Said election is permanent and may not be reversed except for special circumstances where the decision of the Treasurer is final.

All new employees and substitute employees are required to have their checks direct deposited to a bank of their choice.

When the pay date falls on a holiday, checks will be delivered the day before the scheduled pay date. When schools are not in session, checks will be forwarded at the option of the employee by:

1. Special mailing, with postage paid by the Board and mailed so as to arrive on the scheduled pay date.
2. Held for the staff member to pick up at the office.

The employees will experience a three (3) week pay gap in 2011-2012. The next gap in pay will occur in 2017-2018.

Any staff members who needs to turn in payment requests for activity runs, Saturday school dates, overtime pay or any other pay, must have the proper paperwork turned in to the Treasurer's office by 9:00 a.m. Monday of payroll week.

DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement, dues, and contributions.
4. Annuities
5. Insurance
6. U.S. Savings Bonds
7. Political Contributions
8. Credit Union
9. Association Dues and Assessments
10. Indiana income tax

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations should be submitted before school starts, if possible, or as soon thereafter as possible, but in any event no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least \$1.00.

CONTINUOUS PAYROLL DEDUCTION OF ASSOCIATION DUES

The Employer agrees to deduct from the wages of any employee-member of the Union, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any employee-member of the Union. All monies deducted for such purposes shall be paid promptly to the Union.

Deductions will be made in twenty-two (22) equal installments during the school year. Deductions shall begin with the first pay period in October.

The Employer, on a monthly basis, shall transmit to the union a single check in the amount of all dues so deducted.

In the event an employee severs employment the Treasurer shall deduct all owed and remaining dues from that employee's last check.

Should any employee resign or drop their membership from the district in midyear, the board shall deduct remaining annual dues from the employee's last paycheck.

Continuous payroll deduction of WTEA/OEA/NEA dues shall carry from one year to the next unless the bargaining unit member notifies the Treasurer and Association President in writing by September 15 of each school year.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during the course of the school year.

E. CONSOLIDATION OF DUE DATES AND CENTRAL OFFICE LIMITATIONS INVOLVING:

- A. Payroll Deductions
- B. Filing of Certificates
- C. Changes in Pay Status/Additional Education and Training/Adv. on Salary
- D. Section 125 Plan
- E. Method of Payment for Association Dues
- F. Annuity Limitations
- G. Direct Deposit Limitations

Changes in pay status and certain payments cannot be made to employees unless proper verification materials have been submitted to the central office. All elective deductions to payroll or any documentation or material which might effect a change in pay status should be turned in to the central office before school starts, if possible, (or as soon thereafter as possible) but no later than October 1 of each school year. Those items involving an October 1 deadline include: (1) submission of certificates necessary for employment and payment of wages; (2) changes in pay status; or (3) other changes which might affect the amount of one's pay. Employees failing to meet the October 1 deadline could waive their rights to make such changes for that school year.

Employees will have the opportunity to join or participate in the Section 125 Plan in January of each year.

Continuous payroll deduction of WTEA/OEA/NEA dues shall carry from one year to the next unless the bargaining unit member notifies the Treasurer and Association President in writing by September 15 of each school year.

Employees wishing to make personal changes in annuity contributions must contact the treasurer's office by June 1 for July 1 or December 1 for January 1 before they should expect such changes to become effectuated. Individual employees bear the responsibility for notifying their respective agents for recommendations and changes. Within 30 days of initial employment or by December 1 for January 1 or June 1 for July 1, an employee eligible for a tax-sheltered annuity shall indicate to the treasurer the company from which the annuity shall be purchased. Only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among the existing; however, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

The number of direct deposits the central office agrees to administer to employees shall be limited to two (2) financial institutions and no more than two (2) separate accounts at each of these institutions or one financial institution with a maximum of four accounts. If direct deposit is chosen, deductions must equal 100% of pay.

F. DAILY OR PER DIEM RATE DEFINED:

1. In computing deductions for those absences of salaried employees for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of work days in the adopted school calendar applicable to the affected assignment and/or job classification into the salary of the individual.

2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.
3. Salaries of personnel employed on an hourly basis shall be subject to approved deductions computed on an hourly basis.

G. WAIVER OF SALARY NOTIFICATION

The Treasurer shall notify all employees of their current salary status by July 1 of each year. The notification shall be in accordance with ORC 3319.082 and 3319.12. The Association agrees to waive this notice if the salary has not been established due to negotiations.

H. ELIGIBILITY REQUIREMENTS FOR LONGEVITY PAY

All credited teaching experience as certified by the State Teachers Retirement System including fractional years of experience where the sum of such fractional years equals or exceeds the equivalent of 120 days of service, purchased service and/or service approved for purchase, shall be used in determining eligibility for longevity placement at twenty (20) and twenty-five (25) years of experience on the salary schedule herein.

A staff member may be required to submit to the Board Treasurer such appropriate certification of service from STRS as is necessary to verify the full and complete teaching experience of such affected staff. Such information must be forwarded to the Board Treasurer by October 1.

I. COMPENSATORY TIME

Compensatory time shall be defined as time worked beyond forty (40) hours by a non-salaried or non-teaching employee with this same employee requesting time and one-half off in place of monetary compensation at this same rate (time and one-half).

Less Than 12 Month Employees:

Compensatory time shall be limited to a total accumulation of twenty-four (24) hours in a six (6) month period. As time is used, it can be replaced but is not to exceed twenty-four (24) hours accumulation at any one time.

The six (6) month periods shall be defined from September 1 to February 28 and from March 1 to August 31 of each year. At the end of each six (6) month period (February 28 and August 31), each employee shall at the employees discretion, either be paid compensatory time accumulated but unused (maximum of 24 hours cumulative) or carry unused compensatory time over to the next 6 months. The treasurer shall conduct an inservice for affected employees, on record keeping regarding this provision at the start of the school year.

All accumulation of compensatory time shall be approved by the appropriate building supervisor or superintendent. Members receiving compensatory time must submit bi-weekly payroll records/record-keeping reports until such time that all available compensatory hours have either been paid for or used. If compensatory time is not submitted with bi-weekly payroll information, the hours shall be treated as overtime and compensated as such. The amount still available to the employee shall be verified on the form devised for this purpose.

Use of compensatory time shall be scheduled with the administration at least two weeks in advance, if possible, and when students are not in attendance to minimize use of substitutes. Compensatory time must be taken in at least one-half day increments.

12 Month Employees:

Compensatory time shall be limited to a total accumulation of forty (40) hours in a six (6) month period. As time is used, it can be replaced but is not to exceed forty (40) hours accumulation at any one time.

The six (6) month periods shall be defined from September 1 to February 28 and from March 1 to August 31 of each year. At the end of each six (6) month period (February 28 and August 31), each employee shall at the employees discretion, either be paid compensatory time accumulated but unused (maximum of 40 hours cumulative) or carry unused compensatory time over to the next 6 months. The treasurer shall conduct an inservice for affected employees, on record keeping regarding this provision at the start of the school year.

All accumulation of compensatory time shall be approved by the appropriate building supervisor or superintendent. Members receiving compensatory time must submit bi-weekly payroll records/record-keeping reports until such time that all available compensatory hours have either been paid for or used. If compensatory time is not submitted with bi-weekly payroll information, the hours shall be treated as overtime and compensated as such. The amount still available to the employee shall be verified on the form devised for this purpose.

Use of compensatory time shall be scheduled with the administration at least two weeks in advance, if possible, and when students are not in attendance to minimize use of substitutes. Compensatory time must be taken in at least one-half day increments.

J. FLEX TIME

For purposes of this agreement, flex time shall be defined as time which can be adjusted within the regular work week by the employee requesting and by mutual agreement between the non-certified employee and the appropriate building principal or superintendent. Flex time will be defined on the basis of straight time--one hour of regular hours worked traded for one hour worked outside regularly scheduled work times.

Non-salaried or non-teaching members of the support staff who are required to report early or stay beyond their regularly scheduled hours shall, in coordination with the appropriate building principal, be provided with the opportunity to adjust their regular work week hours for the remaining portion of the work week.

K. SUBDIVISION OF BARGAINING UNIT

There shall be no division of bargaining unit work into half time or other multiple fractional positions where a full-time employee could fill such position except where current employees only desire part-time employment and the employer is, therefore, compelled to complete the assignment or position by hiring yet another part-time employee.

L. PAY FOR TRAINING / MILEAGE RATE (CLASSIFIED STAFF)

Any employee in the bargaining unit who is required by law, the Board, or Superintendent to secure additional training in the classification to which they are currently assigned shall be reimbursed for the expenses including but not necessarily limited to registration, books,

course or training fees and mileage to and from the site of training at the rate of the universal IRS rate.

M. OVERTIME AND CALL BACK/PREMIUM PAY/MISCELLANEOUS

CLASSIFIED STAFF

Scheduled hours worked in excess of forty (40) hours in a work week and not compensated through the comp time/flex time provisions above shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

During the heating season routine overtime for the maintenance of the heating plant will be scheduled. Each custodian will record and report the hours of such time as is necessary to insure that each building is maintained throughout the entire week (7 days).

If any classified staff member is called back to work at a time when he/she is not regularly scheduled to work, the Board shall pay for not less than two (2) hour of work at a rate of time and one-half or its equivalent in compensatory time off. Aside from the call back premium above, the rate of pay for call back duty or extra duty work up to a total forty (40) work hours for all assigned duties including regular duty assignment work hours shall be the regular rate of pay pursuant to the salary schedule herein.

Except in cases of emergency, any employee asked to work overtime will be notified of same at least four hours prior to such overtime.

CERTIFIED/LICENSED STAFF

Where certificated staff are required to report for duty or perform professional services such as, but not necessarily limited to, attend committee meetings, draft curriculum/course of study, participate in school county wide text selection committee in addition to regularly assigned duties, shall be compensated for all such "extra duty". Such compensation shall be the staff member's per diem rate pro-rated on an hourly basis for each hour or major fraction thereof of such service required.

N. STRS, SERS PICK-UP

The Board will pick-up (assume and pay) contributions to the State Teachers Retirement System, or State Employees Retirement System whichever is applicable, upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution toward STRS, or SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage otherwise required for all members of the bargaining unit contributing to STRS, or SERS shall apply uniformly to all such members of the bargaining unit.
3. 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.

The Board Treasurer will prepare and distribute an addendum to each employee's contract which states:

1. That the employee's contract salary consists of:
 - a. A cash salary component and
 - b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
2. That the Board will contribute to STRS, or SERS an amount equal to the employee's otherwise required contribution to STRS, or SERS for the account of each employee; and
3. That sick leave, severance, vacation, supplemental, extended service pay, insurance benefits or any other pay or benefit which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

All subsequent contracts and salary notices for those affected employees will include the provisions of the above addendum.

O. SUBSTITUTE PAY SCHEDULE

1. The Board shall pay a substitute teacher \$80.00 per day.
2. The Board shall pay \$10.00 per hour for hours served in the various positions: Elementary Library Aide; High School Library Aide; Study hall Monitor and Secretary.
3. The Board reserves the right to offer competitive compensation for substitute positions at rates set annually by the Board.

(for substitute Working Conditions, see page 85)

CERTIFIED/LICENSED

A substitute teacher, after sixty (60) consecutive days of service, shall be paid a salary commensurate with his/her training and experience according to the adopted teacher salary schedule.

Checks for substitutes shall be issued at the same intervals as the regular payroll but information on days worked must be to the treasurer by the Monday prior to the payroll being issued.

CLASSIFIED

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for their experience level at the temporary assignment for those duties where the full responsibility and/or duties are required.

P. SUPPLEMENTAL DUTIES

Definition

Service(s) by members of the bargaining unit which extend before or after such member's regular duty(s) and/or is (are) not a part of the member's regular duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year.

Such supplemental contract shall specify the duty(s) to be performed, the compensation to be paid, and the duration of the supplemental contract.

Unless otherwise set forth herein, such contract shall specify when and how compensation for supplemental duties will be paid.

The employee's performance of contracted supplemental duties will not adversely affect personnel decisions regarding the employee's regular employment.

Supplemental positions shall be posted and bid in accordance with the same procedures utilized for regular positions.

All supplemental contracts automatically non-renew at the end of each school year.

A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board before the first payment of the supplemental contract is to be paid. Failure to execute and timely return such supplemental contract as required herein shall constitute a rejection of such offer of employment.

Participation in and emphasis on extra-curricular activities may vary from year to year. The Board reserves the right to not fill, to delete, or to add new positions.

The salaries for the following positions have been determined by considering the responsibility of the position and the time involved. Each "group" has three (3) increments for experience.

The experience, whether continuous or non-continuous, attained within the district's supplemental/extra-curricular system within a specific category (i.e. Football, Basketball, Volleyball), will be counted for purposes of placement on the supplemental/extra-curricular salary schedule. Those newly employed from outside the district for supplemental/extra-curricular positions will be credited for up to five (5) years of appropriate experience. Non-sport experience in extra-curricular assignments, whether continuous or non-continuous, will be credited within each specific area or assignment only.

The salary for a position shall be calculated by multiplying the percent associated with the sport or activity at the experience level of the individual by the adopted salary base in effect on September 1 of that school year.

If an activity does not last the entire year, the sponsor or coach shall be paid in three equal parts, two during the activity and a final payment when the activity is complete. A list of the pay periods shall be included in the extra-curricular packet the coach/advisor receives each year. (Must have one week before pay check goes out.) The first two pay periods for all sports occurring during the same time of the year shall be the same. Exceptions to this include Dramatics which will have the first pay the last pay in November and the last pay after the Spring play and the inventory has been presented to the Superintendent or his/her designee.

GROUPS

YRS Of EXP.	I	II	III	IV	V	VI	VII	VIII	IX	X
0-3	15	10	9	8	7	6	4	3	2	1.8
4-6	16	11	10	9	8	7	5	4	3	2
7+	17	12	11	10	9	8	6	5	4	2.5

INTERSCHOLASTIC ATHLETICS

GROUP

Athletic Director
Weight Room Supervisor

I plus 1.5%
VI

Fall

Football (45-49 members is at discretion of Superintendent for additional coach. 50+ members for additional coach)

Head Jr./Sr. High School Boys and District
Assistant
Assistant
Assistant
Head Jr. Hi. and Early Asst. at High School
Assistant Jr. Hi.

I
II
II
II
V
VI

Volleyball

High School Girls
High School Assistant/JV
Freshman Girls
7th grade Girls
8th grade Girls

II
III
IV
V
V

Golf

Head High School Boys
Head High School Girls

II
II

Cross Country

High School
Jr. Hi. School

II
VII

Cheerleader (football/basketball)

High School
Jr. Hi.
Competition

II
V

\$100 per competition capped at \$700

Winter

Basketball

Head High School Boys and District

I

Assistant	II
Assistant #2 Boys	VI
Freshman Boys	IV
8th Jr. Hi. Boys,	V
7th Jr. Hi. Boys	V
Head High School Girls and District	I
Assistant	II
Assistant #2 Girls	VI
Freshman Girls	IV
8th Jr. Hi. Girls	V
7th Jr. Hi. Girls	V
Wrestling	
High School Boys	II
Assistant & Jr. Hi. Boys	III
Spring	
Baseball	
Head High School	II
Assistant/JV	III
Softball	
Head High School	II
Assistant/JV	III
Track (45-49 members is at discretion of Superintendent for additional coach. 50+ members for additional coach)	
Head High School Boys & Girls	II
Assistant (boys)	III
Assistant (girls)	III
Jr. Hi. Head Boys & Girls	V
Assistant	VI
Assistant	VI
Student Activities	
Scholastic Bowl Advisor	V
National Honor Society Advisor	IX
High School Student Council Advisor	V
Jr. High School Student Council Advisor	X
Drama Club Advisor	
(1 major production or 1 musical)	VI
Drama Club Tech Assistant	VIII
Boys Faculty Manager	VII
Girls Faculty Manager	VII
Marching Band, Concerts, Contests (Music)	
Lessons, Pep Band	II
Swing Choir, Assistant Instrumental	
Marching Band, Concerts, Contests, Lessons	III
Washington DC Trip Advisor	IX
Class Advisors	
Senior	IX
Junior Class Prom Advisor	VI
High School Concessions Manager	IV
Junior High Concessions Manager	VII

Sophomore	X
Freshman	X
Approved Clubs	
Spanish	X
District Information Specialist	II

Summer School (not including summer school intervention teachers) Per diem of staff member's annual salary prorated to the hour for each hour of service.

Summer School Intervention \$25.00/hr (Reference page 30)

Saturday School - \$15.00 per hour

Home Tutoring - Formula based on zero step of the base, Bachelor's column, divided by 182 days, divided by 7 hours.

In-School Tutor - Sub pay divided by hours worked

Local Professional Development Committee - \$25.00/hour

Resident Educator Mentor (per mentee) 1st and 2nd year: \$1000 each year. 3rd and 4th year: \$500 each year.

Adjunct professor stipend \$250 per class taught per year.

**EXTENDED TIME
BEFORE SCHOOL YEAR/AFTER SCHOOL YEAR**

Athletic Director	5/5	
Vocational Agriculture	60 days	
Assistant Instrumental	15 TBA	
Director-Instrumental Music/Choral Director	20 TBA	
Library	10/10	
Guidance - Sr. High School	10/10	
Industrial Arts	5/5	
Guidance - Jr. High School; Elementary	5/5	
Vocational Home Economics	5/5	
Secretaries:		
Elementary/Jr./Sr. High	5/5	+6 days to be arranged by sec. and bldg. princ.
EMIS/ Jr./Sr. High School Guidance Secretary	10/10	
Elem. Library Aide	5/5	

Q. PAY FOR SUPPLEMENTALS

All supplemental contracts will have a ten percent (10%) bonus figured into the total amount of the supplemental.

1. The amount awarded to the individual will first be figured by using the supplemental pay schedule so that the appropriate percentage and years of experience are taken into account.
2. Once the supplemental amount has been calculated; a 10% bonus will be figured into and added to the total.
3. The supplemental will be paid following normal guidelines.

R. SEVERANCE PAY

At the time of retirement from active service with the Wayne Trace Local School District, an employee is to be paid in cash for 25% (1/4) of the value of his/her accrued unused sick leave credit. The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which shall be made under this policy shall be fifty-five (55) days maximum 220 total plus the following incentive.

If an employee retires in the first year he/she is eligible*, he/she will receive fifteen (15%) of their final average salary as computed by SERS/STRS as a bonus. First year of eligibility for severance bonus shall be defined as the first year that both of the following conditions are met: (1) the employee must be SERS/STRS eligible; and (2) the employee has been with the Wayne Trace School District for 10 years or more. All employees must announce their retirement 120 days in advance of their retirement to receive the severance benefit.

Reimbursement will occur after July 1 but before December 31. If the employee wants reimbursement by December 31, the employee must comply with current STRS/SERS rules in order to collect the incentive pay. When retirement occurs other than in the spring, reimbursement will occur in a timely manner (within 6 months after retirement) upon submission of the proper paperwork.

**for purposes of severance bonus pay, Wayne Trace Local Schools recognizes that current fiscal years STRS/SERS minimum retirement regulations as "first year of eligibility." However, Wayne Trace also recognizes that SERS/STRS offers lesser service retirement options, and should an employee choose to exercise one of those options, the severance bonus pay package shall apply as long as the employee meets the minimum district requirement.*

The treasurer shall have 30 days after submission of proof to reimburse the employee but not be required to reimburse prior to July 1.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district, shall on the day of death, be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in 2113.04 ORC.

S. INSURANCE

General Provisions

For those that choose any of the insurance coverages provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to those on child care leave, disability leave, sabbatical leave, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Upon separation from employment, the employees shall have the right to assume coverage at his/her own expense.

Hospital Surgical Major Medical

For those staff electing to participate in the hospital Surgical, Major Medical or any combination thereof, the Board shall purchase from Anthem or other carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each certificated employee now or hereafter employed.

The Board's share of the annual cost of the above insurance coverage and any increases thereof for the duration of this Agreement shall be as follows:

Certified Staff	<u>Board Contribution</u>	<u>Employee Contribution</u>
a. Family Health Insurance	80%	20%
b. Single Health Insurance	90%	10%

If both spouses are employed as certified staff, the Board shall pay the full cost of one family plan.

Classified Staff	<u>Board Contribution</u>	<u>Employee Contribution</u>
a. 10-12 month full-time employees:		
Family Health Insurance	80%	20%
Single Health Insurance	90%	10%
b. All other classified employees:		
Single Health Insurance	70% of single annual premium	Balance of Cost

If both spouses are employed as classified staff, the Board shall pay the equivalent of one single plan towards a family plan. Employees electing any of the above insurance plans

not fully paid by the Board shall pay the cost difference between the premium contributions made by the Board and cost of such insurance by payroll deduction. Such deductions will be made uniformly over each of the pay periods for which such insurance coverage is applicable.

The level of coverage provided for either family or single plans shall meet or exceed the current level of benefits in effect as of July 1, 2004.

"FAMILY" means and consists of:

- a. The employee;
- b. The employee's spouse;
- c. The coverage will include all eligible family members as identified in the Affordable Care Act (ACA) as of June 1, 2014. Should ACA change, we will revert back to original contract language dated 2012 pending our insurance carrier will still cover what was in our previous contract. As necessary the parties will re-negotiate this provision.

The Employee shall be required to complete enrollment forms indicating the desired coverage and to meet the enrollment requirements of the policy in effect.

Spousal Waiver

All current employees must have their spouse take insurance with their respective employer as long as the spouse's employer pays 70% of that company's policy cost. The effect will take place July 1, 2009.

All new employees, beginning July 1, 2008, must have their spouse take insurance with their respective employer as long as the spouse's employer pays 70% of that company's policy cost.

If at any time, the spousal insurance benefit paid by their employer is less than 70% of the policy cost, the spouse may return to the insurance policy offered by Wayne Trace with no limitations.

HOSPITALIZATION COVERAGE

See Appendix W

HOME HEALTH CARE SERVICES

See Appendix W

PROFESSIONAL SERVICES

See Appendix W

SUPPLEMENTAL MAJOR MEDICAL

See Appendix W

HIGH DEDUCTIBLE HEALTH PLAN (HDHP) SUMMARY OF BENEFITS

See Appendix W (page 122-124)

CARRYOVER PROVISIONS

Any covered expenses incurred in the three months prior to a new insurance year and which are applied toward an unmet deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

LIFE INSURANCE

For those certified staff that elect to participate in this plan, the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the school system in a dollar amount of \$20,000. Such insurance shall include provisions for double indemnity in the case of accidental death, disability coverage benefit, and conversion privilege, with guaranteed insurability, continuance of insurance with waiver of premium during total disability.

Individual members of the bargaining unit may purchase additional amounts of life insurance coverage through an approved company. The policy amounts may be taken out through payroll deduction provided the employees electing to take advantage of this opportunity adequately meet the requirements of the insuring company.

DENTAL INSURANCE

See Appendix X

The Board shall purchase from Anthem or any carrier licensed by the State of Ohio, employee and family dental insurance protection equal to or exceeding the specifications listed in Appendix X for each certificated employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of this program up to a \$38.51 per month limit shall be paid by the Board.

Classified employees are eligible to purchase dental insurance at their own cost at the currently applicable rate.

CARRYOVER PROVISIONS

Any dental expenses incurred in October, November or December of a year which are applied toward a deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

FAMILY SECURITY

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for dependents terminates.
2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support by the employee.
3. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

VISION INSURANCE (Appendix Y)

The Board will pay, in full, the monthly policy cost for the vision insurance for the employee only.

The employee may elect to add additional family members onto the policy, but the employee will pay for those added individuals. The monthly amount the employee will owe for vision insurance, due to adding family members, will be calculated by taking the total cost of the monthly policy and subtracting the cost of the employee's monthly policy cost (which is paid by the Board of Education). The balance will be paid by the employee.

DEPENDENT

The term dependent shall be defined as

Spouse,

Unmarried natural children; children for whom the employee has assumed custody and applied for adoption; adopted children; stepchildren; other children for whom, by court decree, the employee is responsible, to age 23, who live with the employee and who are principally dependent upon the employee's support, or

Unmarried children as defined in Section 2. above to age 25 who are fulltime students at a school, college or university and who are dependent upon the employee and/or spouse for support, or

Unmarried dependent children as defined in Section 2. above over the above ages who become physically or mentally incapable of self-support prior to the above ages, whose disability commenced while meeting the requirements of Sections 2. and 3. above and who are expected to be prevented from becoming self-supporting. The insuring company may demand appropriate proof of such dependent disability and/or continued disability,

INSURANCE REVIEW COMMITTEE

The Association and Board of Education shall jointly form and participate in a study committee with the responsibility of developing and presenting to the Board and to all staff in the bargaining unit the potential alternatives and impact--that is, the cost vs. increased ramification of such alternatives, including, but not limited to:

1. Comprehensive Co-pay
2. Increased initial deductible
3. Differences in coverage between/among plans
4. Change of carrier/3rd party administrator
5. Differences in rates and employee/employer pick up
6. Increasing the size of the consortium
7. Joining another consortium
8. Recommendations for any savings resulting from a change

The Association shall select four representatives to serve and the Board shall select four representatives to serve on this committee. A chairperson shall be selected by the committee.

The committee shall report its findings to the Board and the Association upon completion of the work. The Board and Association shall vote within seven days as to the acceptance or rejection of the committee's recommendation concerning their findings.

T. SECTION 125 PLAN

The Board shall implement a flexible spending plan in accordance with Section 125 of the Internal Revenue Code to permit the employees contribution for insurance to be deducted prior to the deduction of federal income tax so long as there is no administrative cost to the Board or employee. Employers will have the opportunity to join or participate in the Section 125 Plan in January of each year.

U. TAX SHELTERED ANNUITY

A tax sheltered annuity plan is established under sections 403(b) and 457 of the Internal Revenue Code. To contribute to the Plans, an employee must enter into a Salary Reduction Agreement with the School District authorizing the School Board to make contributions to the Plan from the employee's pay. When an employee first becomes eligible to be a participant of the Plan, the employee must specify the specific dollar amount of the employee's pay to be contributed. The amount the employee elects will be deducted and contributed bi-monthly within three (3) working days of the first and second pay date of each month until changed or cancelled by the employee. If a month contains a third pay date, no deduction and contribution will be made on such third pay date.

Employees wishing to make personal changes in annuity contributions must contact the treasurer's office by June 1 for a July 1 change and by December 1 for a January 1 change before they should expect such changes to become effectuated. Individual employees bear the responsibility for notifying their respective agents for recommendations and changes. Within thirty (30) days of initial employment or within thirty (30) days prior to January 1 or July 1, an employee eligible for a tax-sheltered annuity shall indicate to the treasurer the company from which the annuity shall be purchased. Effective September 1, 2005, only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among the ones existing as of September 1, 2005 unless all employees cease to use a company. Once there is no employee transacting business with a given company that company will be dropped. Further, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

V. INSURANCE OPT-OUT INCENTIVE PAYMENT

Any member of the staff bargaining unit member who is enrolled in the single plan for Hospital Surgical Major Medical Insurance as provided herein, or who elects not to enroll, shall be eligible for a Board paid insurance opt-out payment in accordance with the following terms:

Effective the 2008-2009 school year and thereafter:

1. Qualifying staff members electing not to take any insurance plans through the school District, the Board shall pay the employee a certain amount of money (see Appendix EE) for dollar amount and options. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities such payments will

receive the same percentage rate increase that the Board pays toward such insurance plans made in twenty-six (26) equal installments.

W. STIPEND FOR INTERNAL PROFESSIONAL DEVELOPMENT

Professional Development, completed by internal personnel, shall be paid in the following way.

1. The professional development will be approved by the Superintendent, and the number of hours of compensation for at home preparation time, will be determined.
2. The person will be paid at a rate of \$25.00 per hour.

X. EMPLOYEE BACKGROUND CHECKS

Pursuant to Ohio Revised Code 3319.291 and 3319.39, all employees are required to complete a background check for licensure.

All eligible bargaining unit members will be reimbursed for a background check retroactive to January 1, 2008 with presentation of documentation.

All employees are eligible for reimbursement one time per five (5) years for said background check.

Y. TUITION FUND FOR STAFF COURSEWORK

The Board shall create a pool of \$14,000 per year to reimburse employees for graduate level classes' tuition and Praxis III testing. In order to qualify, the employee must obtain a "B" level grade or better or a Pass in pass/fail graded. Employees must submit application on forms obtained from the Treasurer's office between April 1 and May 15. Funds will be paid out no later than June 30 of each year according to the following formula:

The total amount spent by all employees submitting, divided by the total amount of the pool equals a percentage.

The employee will be paid a percentage obtained by the formula of the actual amount he/she spent. Each year the total amount of the pool shall be dispersed for the purpose of this section.

The Board shall only be responsible for maintaining a total of \$14,000 at the start of each school year with one exception. In the event the state disperses funds for Praxis III testing or tuition reimbursement, this amount shall be added to the total pool unless otherwise restricted.

Employees must submit to the treasurer proof of the actual amount spent plus proof of a passing grade no later than May 15. In the event the course or learning institution prevents the submission by May 15, the employee may submit the following year.

If the state requires the district to pay for a percentage of testing, the percentage amount will not come from the tuition reimbursement fund. The employee cannot submit for testing cost if the employee has not incurred any loss.

Employees on an Alternate Educator License may not utilize the tuition fund until they have obtained their provisional certification.

ARTICLE VI
WORKING CONDITIONS

A. WORK YEAR

The length of the school year for staff shall be as follows:	<u>Total Work Days</u>
Certified Staff not on extended service contracts	182 days
Food Service personnel (cooks/cashiers)	181 ⁴⁵ days
Head Cook	190 days + 90 hours
Bus drivers (includes 1 inservice day)	181 ⁴ days
Teacher aides/Elementary Buildings	182 ⁴ days
Library Aides/Elementary Buildings (Five days before the school year and five days after the school year)	192 ⁴ days
Study Hall Monitor	182 ⁴ days
<u>Secretaries:</u>	
Principal's Secretary Jr./Sr. High School	198 ⁴ days
Payne	198 ⁴ days
Grover Hill	198 ⁴ days
EMIS/Jr./Sr. High School Guidance Secretary (Extra days as needed)	207 ⁴ days
Maintenance/Custodial Staff/Bus Mechanic	253 ⁴ days
<u>Sweepers:</u>	
Payne	190 ⁴ days
Jr./Sr. High School	190 ⁴ days
Grover Hill	190 ⁴ days
Day Sweeper Jr. High	177 ⁴ days

⁴ Work days not including paid holidays

⁵ Includes 1 inservice, 1 pre-clean up food preparation, 1 post clean-up

B. WORK WEEK

The normal work week for all bargaining unit members shall be Monday through Sunday with the exception of night maintenance work. Summer hours begin with the first Monday following the end of the regular school year and end the last Sunday preceding the start of the next school year.

C. WORK DAY

Certificated Staff

The normal length of the school day for certificated staff shall be 7 hours.

Faculty Meetings

Certified staff may be required to report early or to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings or not more than sixty (60) minutes duration. All after school meetings shall begin no later than fifteen (15) minutes after student dismissal time. When extenuating or special circumstances arise, a special meeting may be called.

All faculty members will arrange their schedules so as to attend unless excused by the building principal.

The principals will notify staff at least one week in advance of a faculty meeting unless the nature of the meeting precludes an otherwise timely notification. In such cases the principal will give as much advance notification as is possible.

Classified Staff

The normal work day⁶ for support staff bargaining unit members is as follows:

1. Secretaries: Elem./Jr./Sr. High School - 7.5 hours for entire contract.
2. Maintenance-Custodial Staff: Jr./Sr. High School/and Elementary: 40 hours per week, 8 hours/day. Such employees shall have a 30 minutes duty-free unpaid lunch and/or dinner where applicable. In the event that maintenance staff are routinely required to work during their regular lunch period, lunch will be provided.
3. Sweepers: Jr./Sr. High School - 40 hours/week, 8 hours/day
Payne - 40 hours/week, 8 hours/day
Grover Hill - 40 hours/week, 8 hours/day

Such employees shall have a 30 minute duty-free unpaid lunch and/or dinner where applicable.

⁶ Represents only the minimum number of hours/day – Some staff may be assigned additional hours as part of their regular schedule.

4. Food Service Personnel
- High School:
- | | |
|--------------------|--|
| Head Cook: | 6.5 working hours/6 hours on holidays + 90 hours |
| Cook/Cashier: | 6.5 working hours/6 hours on holidays |
| Head Cashier/Cook: | 6.5 working hours/6 hours on holidays |
- Elementary School:
- | | |
|--------------------|--|
| Head Cook: | 6.0 working hours/6 hours on holidays + 90 hours |
| Cook/Cashier: | 6.0 working hours/6 hours on holidays |
| Head Cashier/Cook: | 6.0 working hours/6 hours on holidays |
5. Instructional Aides:
- | | |
|--------------------------------|--|
| Library (Elem.) | 7.5 hours plus 1/2 hour duty-free unpaid lunch |
| Kindergarten,
Teachers aide | 6.5 working hours plus 1/2 hour unpaid duty-free lunch |
| Music Aide (HS/JH) | 5 hours |
| Study Hall Monitor | 6.5 hours plus 1/2 hour unpaid duty-free lunch. |

Any additional time worked shall be turned in on regular bi-weekly payroll timesheets.

D. CHANGES IN WORK DAY

Normal working hours will not be changed without the express consent of the affected employee(s) and the Association.

E. RELIEF TIME

All classified staff bargaining unit members scheduled to work continuously for 2 1/2 or more hours will be entitled to two (2) fifteen (15) minute relief times, (one relief period prior to lunch and one following lunch), except that bargaining unit members working overtime hours will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

All cafeteria personnel will be permitted the equivalent of the appropriate break time to be taken as their cooking/serving schedules permit and may leave early by an amount not to exceed 15 minutes when such breaks and/or lunch cannot be taken during the course of the work day.

The head cook, at the high school building, will be given a substitute for the whole day to work the school lunch line while the head cook oversees the senior citizen luncheon.

F. CALENDAR DEVELOPMENT AND ADOPTION

Step 1

The Superintendent and Association President meet in December of each year to discuss parameters for the upcoming school year's calendar. Typically, these parameters must be taken into consideration: Vantage students' attendance days, a calendar which ends without makeup prior to June 1, and a calendar which meets the standards on special days for minimum school day and minimum school year.

For clarification purposes only, the Ohio Revised Code currently states the following: Schools are required to be open for instruction not less than 182 days each school year, 2 of which may be counted for in-service and up to 2 of which may be counted for parent-teacher conferences. A minimum school day for kindergarten through 12th grade teachers consists of at least five (5) hours exclusive of lunch and two 15-minute recess times for grades 1-6. The number of minimum required school days may also be reduced by up to an additional five (5) calamity days and/or up to a 2-hour delay and/or early dismissal. Ohio Revised Code is subject to change based on legislation.

Step 2

The Association President or delegate polls classified and certified staff to determine how they wish to handle teacher in-service day (equivalent of one day, a minimum of 5 hours exclusive of lunch) and parent-teacher conference days (minimum of 2 days, 10 hours of scheduled time).

Step 3

The Association President or delegate puts together 2 or 3 calendar options which show concern for the parameters discussed with the Superintendent. In January, prior to submitting such calendars to a vote by the association, the association president shall arrange for a meeting with the superintendent, at least one Board member, and himself/herself to ensure the proposed calendars meet with parameters established. At that meeting all shall also ensure that the number of days scheduled will meet contractual obligations.

Step 4

All calendars developed by the Association are voted upon until one calendar receives majority preference by Association members.

Step 5

If the parameters are met, the Association submits its number one choice to the Board for acceptance.

Step 6

The Board either accepts the calendar or rejects it, giving its reasons to the Association President in writing if the calendar is rejected.

Step 7

The calendar for the upcoming year must be adopted by the Board no later than the March Board meeting.

Parent-Teacher Conference

A minimum of one (1) day per school year shall be scheduled for the purposes of parent-teacher conferences in grades K-12. Such days are to be credited as school days in the calendar.

Certificated bargaining unit staff shall be compensated with an equivalent amount of time off for time spent beyond the school day.

Teacher In-Service

Opening day will be considered a teacher work day and NWOEA Day will be a scheduled in-service day for professional development purposes. Released time will be allotted in the case of in-service meetings. All certificated bargaining unit staff shall attend these meetings.

Early-in days may begin as early as 7:00 A.M. at the high school/junior high school and both elementary schools, but it is the principal's responsibility to ensure that the minimum school day standard of at least 5 hours of in-service is scheduled for in-service days.

Petition to State Department of Education

Each year, the administration will petition the State Department of Education to permit the district to use two (2) days during the work year to use as teacher in-service days.

G. PLANNING TIME

The schedule for each full-time equivalent certified staff shall include at least two hundred (200) minutes per week for instructional planning, grading and/or evaluation conferences.

The term "preparation and conference time" shall mean work time during the teacher work day, exclusive of the professional staff member's daily duty-free lunch period. This time is generally used by a professional staff member for any school-related duties.

The elementary professional staff member shall be provided at least 200 minutes of preparation time per week in the context of the pupil day.

The secondary professional staff member (7-12) shall be provided with a daily preparation period. Such preparation shall be the same length as a regular class period, but not less than forty (40) minutes in length.

H. LESSON PLANS

Professional staff members shall be responsible for the preparation of lesson plans where such staff has a teaching assignment. Such lesson plans will be prepared for daily lessons not less than three (3) days in advance. All daily lesson plans will be available/accessible within each assigned classroom or assigned teaching area at a location designated by the building principal. All such plans will be consistent with current adopted course objectives and the curriculum guides. Special lesson plans may be submitted by staff for use by substitutes.

I. CURRICULUM MAPPING

At the beginning of each year, building principals will receive input from building representatives as to when curriculum mapping meetings should occur during the school year.

Delay Days

Beginning September 1, 2005, four (4) delay days for individual curriculum mapping will be provided for teachers. The delay days will last one and one-fourth (1 1/4) hours in length. Annually, the Association shall recommend to the administration when such days should occur during the calendar year. The Superintendent or designee and the Association

President or designee may meet to discuss and evaluate the delay day program progress at the end of each year.

J. SUPPLY/MATERIAL PURCHASE & BUDGETING

Each building will be given a budget. The principals of each school shall meet with his/her staff to inform them of the amount of budget allocated to each school at least one month prior to deadline for submission of purchase orders.

The principal shall discuss with his/her staff the amounts available for purchase ordering and the procedure for ordering of supplies, materials, books, regular and supplemental materials to be used by the affected staff member. The amount of such budget in the elementaries will be divided on a per pupil basis.

A copy of all staff submitted purchase orders shall be returned to each respective staff member with a clear indication as to the approval or disapproval in whole or part of the items (materials/equipment ordered). Prior to making a substitution, the principal will make a reasonable attempt to notify the teacher and obtain their input.

K. CLEANING SUPPLIES & TOOLS

The School District will provide all of the cleaning supplies and tools necessary to clean the work area, kitchen, bus, classroom (especially elementary), etc. Such supplies shall be readily accessible at the primary work location applicable to the job classification. (kitchen, bus garage, custodial storage closet) Access to cleaning supplies and tools for some shall be made available to certified staff who request same.

L. SPECIAL PROVISIONS RELATED TO BUS DRIVERS AND TRANSPORTATION

1. Posting and Bidding of Bus Routes

Routine runs or trips added or organized and anticipated to operate on regular schedules for a period of more than twenty-five (25) days shall be posted to be claimed by the most senior driver requesting the run or trip if the run or trip does not interfere with regular or normal A.M. and/ or P.M. routes and shall be considered part of that route or run. Initial bidding of bus routes shall begin no less than 5 days before school starts.

- a. The above rule shall not apply if and when such addition to a route would require excessive additional miles to transport the bus to and/or from the point of origin and/or conclusion.
- b. A routine run or trip described above, awarded and then terminated at a later date because of a change that originally caused the run or trip to be created, shall not be considered grounds for bumping as described in the preceding paragraph even when such change requires a re-timing and adjustment in compensation for the driver.

2. Procedure for Awarding Bus Routes

To the extent possible, bus runs will be equalized according to the following criteria:

- a. The number and names of pupils;
- b. Capacity of the bus; and

c. Total length of time required to complete the entire run of all assigned stops.

All vacant or new bus runs shall then be posted for a period of not less than ten (10) work days. Such posting shall contain (a) a description of the run and list of pupils on route; (b) the approximate number of students; (c) the bus to be used for the run; and (d) the approximate time of route based on transportation software. All postings and notices shall be placed in the Payne bus garage and the Grover Hill office in a location accessible to the drivers and other employees.

Each such run shall be awarded to the most senior bidding employee for that run. All runs shall be effective beginning the first day of school. In the event of a permanent vacancy, due to a driver leaving employment with the Board in the middle of the school year, his/her run shall be posted for a period of five (5) working days and bid upon in accordance with the above enumerated bid procedures. Openings resulting from runs vacated due to the bid procedure shall be bid upon according to the initial bidding procedures above.

When school bus runs are reorganized or whenever there is (are) a change(s) that results in more than 15 minutes in working conditions or overall pay to a senior bus driver, that driver shall be permitted to bid (bump) into any other route or assignment of runs driven by a less senior bus driver.

BUS ROUTE TIMING FORMULA

Bus drivers will be paid based on the following formula.

Timed routes for each bus driver shall be calculated using the transportation computer software, utilizing all stops with all students and the appropriate parameters to simulate actual driving conditions (at bargaining time set at 44 mph maximum speed) plus thirty (30) minutes added for contingency and pre-trip.

In the event the employee or employer believes a bus route is inaccurately timed, either party has the right to notify the other party in writing of such discrepancies. The transportation director and a representative from the Association shall ride the bus, if necessary, in order to arrive at a more accurate timed route.

The route will be estimated in the summer for the purposes of bidding. This will be the base upon which the total pay is calculated (187 days).

The total pay is divided by twenty-six (26) pays to determine the amount of pay per paycheck. This will be the amount of the first pay.

The transportation director will retime the route on or near the 3rd Friday of school, and this timing will become the established route. The base salary will be adjusted accordingly and the remaining pay amounts will be calculated.

The bus drivers will clock in and out daily. Any amount of time, to the minute, a driver drives over or under the total time he/she was expected to drive in a given pay period will be added to or deducted from their pay for that pay period.

During the summer months, the driver will be paid the calculated base pay.

All sick days, personal days, inservice, snow and holidays will remain the same.

3. Awarding of Field Trips and Extracurricular / Athletic Trips:

Except in cases of emergency, field trips, extracurricular activities, and/or athletic trips will be posted in the bus garage at least five (5) days (but not more than 1 month) in advance. Such extra trip runs notice will indicate whether or not the regular afternoon bus run can be completed. Such trips will be awarded on a rotation basis by seniority from the posted list of drivers who have signed for extra runs as follows:

- a. At the beginning of each school year, bus drivers will be given a form upon which they will indicate their intention to be placed on the rotation list as well as their interest in other activity and field trip runs. All of the names of interested drivers will be placed on the list in order of seniority. Bus drivers will also be asked to indicate on this form if they are or are not willing to chaperon the students they might transport on field trips. Bus drivers will not be required to serve as chaperons to students on field trips, but they may volunteer to do so if requested.
- b. As a driver is offered an available trip, his/her name is to be checked off, indicating acceptance or rejection of the trip.
- c. If a signed driver does not desire extra trips or shuttle runs, he/she shall have the option of withdrawing his/her name from the rotation list. If a driver accepts a trip and then for any reason must decline the trip, the driver's name will still be at the bottom of the list.
- d. A driver may decline such extra service but will retain his/her position on the list for extra runs until he/she accepts offered work.
- e. Such runs will be offered in sequence from those highest on the list toward those lowest on the list.
- f. As soon as a trip is awarded to a driver, the driver accepting the work will be moved to the bottom of the list.
- g. All scheduled extra runs will be taken. If the driver selected for the run becomes unavailable, regular drivers will be asked first, then substitute drivers may be asked to make the trip. If no substitute is available, the most junior driver(s) who is/are available on the seniority list will cover the scheduled trip(s).
- h. The cost of admission, if any, to park the bus or gain entry of bus to the event or location, meals and lodging, where applicable, will be provided by the employer.

4. Awarding of Shuttle Runs

Shuttle runs are scheduled runs that occur from one educational facility to another educational facility. Shuttle runs may occur before or after the driver's regularly scheduled hours, or during the school day.

Routine shuttle runs may be scheduled and included as a part of a regular bus route. Non-routine shuttle runs (new), which are not scheduled and included as part of a regular bus route must be posted according to the procedures for the posting and bidding of bus routes.

If a shuttle run becomes necessary in connection with the alternative School, the terms and conditions of this shuttle run shall be negotiated with the Association.

5. Bus Driver Compensation

- a. All field trips, extra curricular events and extra shuttle runs will be paid at the rate shown in the compensation provisions herein for the current school year.
- b. When Regular Route Cannot Be Run and Extracurricular Trips, Field Trips, or Shuttles Are Cancelled Within an Hour of Departure Time - Bus driver will be compensated a minimum of two (2) hours of pay or their regular route pay, whichever is greater, even if such trip is canceled, when such cancellation occurs so late that the driver cannot run his/her regular route.
- c. When Field Trip is Scheduled on a Non-School Day and the Trip or Shuttle is Cancelled Within an Hour of Pick-up or Departure Time - Bus driver shall be compensated for 2 hours of pay.
- d. For Trips Taking More Than 2 Hours Which Do Not Fall Between the Drivers Regular Morning and Afternoon Runs - Bus driver shall be compensated for clean up for an additional 15 minutes.
- e. Staff Driving Buses to or from Their Own Extracurricular Activities or Field Trips - Staff members driving bus and concurrently working in another capacity shall be paid for driving time only.
- f. For Classified Staff Assigned Away from Regular Duty Due to Bus Driver Unavailability - Such staff shall receive the greater amount of pay between the two positions.
- g. For Training Activities in Which the Board (Or Its Representative) Request or Require Bus Drivers to Participate Or Where Bus Drivers Serve as Trainers - Bus driver will be paid at their regular rate of pay for any training activities in which they are requested or required to participate or where they are the trainer.
- h. For Bus Fueling, Clean Up, Breakdowns, and Other Special Situations as Per Current Practices - Bus drivers shall be compensated at their regular rate of pay for additional time beyond the regular bus run to which the affected individual(s) is assigned. Breakdown / downtime shall be defined as any mechanical failure or the inability of the bus to move during the course of a route or bus run due to weather conditions, detainment of the driver by a law enforcement agency, or for any other reason beyond the control of the driver.

6. Physical Examinations/Commercial Driver's License/Drug Testing

The employer will pay for any annual physical examination required for the maintenance of licensure or which may otherwise be required annually. The employer shall select the physician from which to secure the physical examination.

- a. Both the Association and the Board recognize illegal drug usage and impairment due to alcohol are threats to the safety of our employees, students, and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising therefrom, and where possible, rehabilitation.
- b. Effective January 1, 1995, employees required to hold a commercial driver's license (CDL) will be required to submit to a drug test and an alcohol test where the employee is involved in an accident, has caused a serious injury to the public,

the employee, or fellow employees, or where the employee's supervisor or another administrator has a reasonable suspicion, based on specific, contemporaneous and articulable observation of the employee, that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including but not limited to impaired performance of job duties and responsibilities. Further, in accordance with Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations (the "Act"), employees or applicants holding CDL's may be subject to pre-employment, return to duty and random drug and alcohol testing in accordance with the Act and its regulations.

- c. The Board's contractor will preserve any specimen collected for at least three (3) months in order that the employee may at Board expense have the sample sent to another laboratory agreed to by the Board and the Association for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory agreed to by the Board and the Association, on the same sample, using a methodology selected by the third laboratory.
- d. Prior to testing, an employee may reveal any prescription drug and shall supply a physician statement in connection with that prescription drug within 72 hours. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.
- e. An employee who is required to take a test for suspected drug or alcohol abuse or following an accident or injury will be permitted to have an Association representative present during testing provided, however, that the testing will not be unreasonably delayed (more than one hour) to allow the attendance of the Association representative.
- f. The laboratory selected to conduct the analysis, including the Board's primary contractor and any lab used for confirming tests at the request of the employee, Association or Board under the Act or this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. All testing will be done in accordance with Federal regulations.
- g. All testing will be paid for by the Board. All employee testing scheduled during work hours shall be paid at the employee's regular rate of pay. All employee testing scheduled outside the work hours shall be paid for one hour at the employee's regular rate of pay.
- h. All information regarding drug or alcohol testing results will be kept confidential. Only Board personnel who need to know the information will be informed of the results.
- i. Employees who are subject to discipline, including termination, as a result of drug or alcohol use are entitled to contest the discipline through the grievance procedure of the contract, provided reinstatement, if ordered, shall be in accordance with federal law and upon the approval of the substance abuse professional.

- j. Mileage paid based on worksite to testing site and return trip. Employee shall submit appropriate documentation of the actual mileage. Mileage paid per contractual language.

7. Miscellaneous Rights/Privileges Granted to Wayne Trace Bus Drivers

- a. Bus drivers will be permitted to take their buses home between the morning and afternoon runs, but will be responsible for the delivery of the bus to the service area during this time of the day or whenever their bus requires routine service or maintenance. Bus drivers shall not be required to operate any vehicle which is unsafe or unclean where the bus driver(s) has not had responsibility or the control for the cleaning of said bus.
- b. The Transportation Supervisor or designee will keep a record of all extra runs. Such record(s) will be made available to the Association bus transportation representative upon request.
- c. The school district will provide a bus driver's operations manual to each full-time, part-time or substitute bus driver. Such operations manual will include emergency procedures especially as such procedures relate to injured children or children with special health problems that may require immediate medical attention.
- d. The school district will provide a list of children with special medical problems that may require immediate medical attention. Appropriate training to those bus drivers required to transport such children will be provided so as to enable the bus driver to reasonably handle such emergencies. Based on the staff needs, at the beginning of each school year, emergency drill training/EMT training will be provided to each of the bus drivers and substitutes.
- e. All buses will be equipped with the following: replacement windshield wipers will be of the heavy duty no freeze-up windshield type; all new buses will be ordered with heaters of sufficient size to assure comfortable levels of heat in the winter for both the bus driver and the students or the maximum heating capacity available.

8. Awarding Payment for Taking a Sports Team to State/Overnight Trips

A team leaving for state competition will generally leave on a Wednesday and return on a Saturday; therefore, the bus driver will be paid in the following manner.

- a. The bus driver is paid for the drive time only to and from the city of the tournament.
- b. The bus driver is awarded professional days from his/her route on Thursday and Friday; with the proper paperwork completed and approved by his/her supervisor and superintendent.
- c. The bus driver is paid for eight (8) hours of pay at his/her hourly rate of pay for Thursday, Friday and Saturday. Proper paperwork must be completed and approved by his/her supervisor.

M. EXTRA DUTY

"Extra duty" shall be divided among bargaining unit members within each job classification as follows:

Extra duty time shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest seniority. If all bargaining unit members within the affected job classification refuse the extra duty time following such initial offer, the least senior bargaining unit member, who is qualified to perform the work, may then be required by the Board to perform the extra duty work.

Compensation for extra duty - See Overtime and Call back herein.

N. SUBSTITUTES

Classified staff

The Board shall provide substitutes as required by the absence of a regular bargaining unit member. Regular employee schedules permitting, substitutes shall not be employed to perform the work of an absent bargaining unit member until other bargaining unit members regularly assigned to the same or similar, if any, tasks have been offered the work. Unless a clear and compelling reason exists that would prevent the work being offered to a bargaining unit member, the designated supervisor may hire a substitute for that day(s).

A substitute shall only perform the work in a bargaining unit position that remains vacant after regular bargaining unit members have been offered such work where possible of an absent bargaining unit member.

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for their experience level at the temporary assignment for those duties where the full responsibility and/or duties are required. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

Substitute Teachers

All substitutes must file an application with the Superintendent. The Superintendent will be responsible for evaluating all substitute qualifications and will recommend substitutes to the Board for appointment as day-by-day substitutes.

A teacher finding it necessary to be absent must notify the Superintendent or principal not later than 7:00 a.m. of the day of absence. Substitutes may be called for no less than half-day duty.

It is the teacher's responsibility to make all possible preparations to facilitate the work of the substitute, including lesson plans, seating charts, and other pertinent details.

Substitutes will have responsibility for adequate classroom planning during an extended assignment.

When substitutes are asked to fulfill year-end duties, they shall be paid until such duties are complete, even if students are no longer in attendance.

The Wayne Trace Education Association and the Wayne Trace Board of Education agree to compensate teachers who volunteer to substitute teach during their planning periods the sum of twenty dollars (\$20.00) per period in which such duties are performed. It is understood by both parties that Wayne Trace teachers would be asked to substitute only as a last resort and a teacher's willingness to substitute in such circumstances would be strictly voluntary.

O. DAYS TO HOURS

We may miss 52 hours of instructional time without making up days. After 52 hours missed, the following will occur:

- 52.5 – 59.0 hours missed = 1st full make up day
- 59.5 – 66.0 hours missed = 2nd full make up day

This system will continue in 6.5 hour increments to determine additional make up days, as necessary.

P. CALAMITY DAYS / MAKE-UP DAYS

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. Bargaining unit members, who would ordinarily report to work prior to the delay or cancellation of school, shall not be penalized for failure to report to work on time if the weather conditions prevent it. Please reference requirements below:

1. Group 1 - Teachers, teachers aides, bus drivers, cooks, sweepers and secretaries are excused on calamity days but must serve on make up days or extended year days to meet their contractual obligations. If asked to come in on calamity days, flex time arrangements must be made with the principal. No employee in this group shall be required to report to work if he/she believes weather conditions do not permit safe travel to the work site. Employees must be paid for days beyond their contractual obligations at their hourly rate.

The state currently grants up to five calamity days which do not require make-up by Group 1 employees. For as long as the state continues to grant these five days, Group 1 employees shall not be required to report to work during these days.

2. Group 2 - 260-day employees are not given calamity days. If these employees wish to stay home, their options are: flex time, personal day, vacation day, or dock in pay. Bargaining unit members may be required to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions providing the weather conditions do not pose an undue hazard in reporting to work. At the time of request, the employee must convey to the employer whether or not an undue hazard exists for the employee to report.
3. If Wayne Trace has missed one (1) or more days beyond the state allotment of calamity days prior to President's Day, then President's Day will be used automatically as a make-up day.

Q. THREE (3) HOUR DELAY

A three (3) hour delay will be implemented on a case-by-case basis. The following procedure has been adopted.

1. A two (2) hour delay will always be called first.
2. A three (3) hour delay will be announced and used on a case by case basis.

R. HOLIDAYS

Days

Except as identified below, all classified staff bargaining unit members (whose employment schedule encompasses any of the listed holidays) shall have such days off with pay:

1. Labor Day
2. Thanksgiving
3. Christmas Day
4. New Year's Day
5. Martin Luther King Jr.'s Birthday
6. Memorial Day

In addition, support staff employees on annual contracts will have Independence Day, with pay.

In the event a holiday falls on a Saturday, the preceding Friday shall be regarded as the paid holiday. All affected staff shall be paid on those days at the regular pay. In the event a holiday falls on a Sunday, the subsequent Monday shall be regarded as the paid holiday, or affected staff shall be paid for those days at the regular rate of pay.

Compensation for Holiday Work

Pay for work required on holidays shall be for the regularly scheduled hours for each bargaining unit member required to work. Holiday work or comp time, if offered, shall be at the discretion of the employee and compensation for such holiday work shall be two (2) times the regular rate.

S. HEALTH AND SAFETY

General

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No employee shall be required to use any equipment which is in an unsafe condition to the extent that it would be reasonably likely to cause injury to any person. All employees shall be required to use safety equipment at all times where such equipment is provided by the Board. No employee shall be required to work in any area where friable asbestos is present. The requirements of OSHA and UL shall be strictly enforced and any violation thereof shall constitute a grievable item. Personal safety of employees in any area of the school and at any time when they are assigned to work shall be the responsibility of the Board. Lighting of buildings, stairways, halls, parking lots and sidewalks shall conform to proper safety standards and lack thereof shall constitute a grievable item. All laboratories and other areas where machinery or hazardous materials are used shall have protection systems, guards and/or masks to protect the employee against injury or illness. Employees assigned to work on video display terminals shall be provided an additional fifteen (15) minute break after each two (2) hours work. In case of injury to an employee, it shall be the responsibility of the Board to obtain immediate medical aid. With the exception of custodians whose jobs regularly require outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 15 degrees below F. or lower. Bargaining unit members shall not be required to remain at work when the temperature of the work place is less than 60 degrees F. or greater than

100 degrees F. The Board shall provide adequate rest areas, lounges and restrooms for the use of bargaining unit members.

Students

The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The Board or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse, or injury, or to prevent damage to school property.

Medication/Medical Procedures

No bargaining unit members shall be required to dispense or administer medication. Employees shall be held legally harmless in the event of injury to students or other employees in their area of assignment providing the employee is/has acted in good faith within his/her scope of responsibility.

No bargaining unit member shall be required to perform medical procedures or custodial care, i.e., catheterization, IV's, tube feeding, unless the Bargaining Unit Member agrees to perform such duties and only after the Board of Education has provided complete training and support services. Training shall be at Board expense and whenever possible during the scheduled work day.

Refer to Neola Policy 5330 will use Form 5330F page 1-3 will be sent home with students and added to Appendix DD.

Supervision

A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each employee. In the absence of a building supervisor, or designee, bargaining unit members shall be held accountable only for those areas of the building where such staff has responsibility for the oversight of students and/or activities and/or are assigned to students supervision. All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not conflict directly or indirectly with any provisions of this Agreement. Any employee, or the Association, shall have the right to grieve over unreasonable work rules or an unreasonable application of reasonable work rules. Any new or unanticipated classifications and/or working conditions in the work areas and assignments encompassed by the bargaining unit during the term of this Agreement shall be negotiated between the parties with respect to rates of pay and other terms and conditions of employment.

Safety Equipment

The Board shall provide without cost to the bargaining unit member the following:

1. Approved first aid kits in all labs, kitchens, main office, custodial office/supply area, each bus, gymnasium/coaching office, and nurses office and materials in all work areas;

2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices and glasses where applicable and requested.

T. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

1. The Wayne Trace School District shall, either through the joint county-wide consortium, or within the local district as listed in exceptions below, establish a Local Professional Development Committee in compliance with appropriate provisions of Ohio Revised Code, to develop policies, procedures, and criteria for the LPDC activities.
2. The mission of the LPDC is to insure quality staff development for certified employees of Wayne Trace School District. The committee's responsibilities shall include, but not be limited to: approval of all individual professional development plans for all certified/licensed employees; development and approval of all district or building professional development activities; approval of all C.E.U.'s, coursework, workshops, inservice; and the submission and processing of all paperwork related to teacher certificate/license renewals, upgrades, etc. or any activity that could be used for professional growth credit.
3. Committee composition and selection shall be designated by the joint county-wide consortium or the local Association with the following exceptions:

In the event the Wayne Trace Education Association no longer belongs to the consortium, a local professional development committee shall be formed between the Wayne Trace Education Association and the Wayne Trace Board of Education in compliance with the appropriate provisions of the Ohio Revised Code insofar as bargaining unit members are concerned.
4. The Wayne Trace Board of Education shall compensate the LPDC members of the Wayne Trace School District at the rate of \$25.00 per hour (not to exceed \$6,000) unless additional compensation is approved by the Wayne Trace Board of Education for LPDC activities.
5. If membership fees are required to join the LPDC consortium, the Wayne Trace Board of Education shall provide for funding related to membership of the consortium, separate from the \$6,000.
6. Individual Professional Development Plans and any other activities related to certification/licensure shall not be related to teacher evaluations.
7. Teachers agreeing to serve on this committee may be granted half-days to perform the duties of this committee as required and as approved by the Superintendent.
8. Employees who come from another district(s) will automatically be granted approval of what was approved by their former LPDC with proper verification and documentation or as designated by the consortium.
9. The final approval for professional leave still rests with the Superintendent.

U. SUPERINTENDENT INTERVIEW COMMITTEE

1. The Wayne Trace Education Association and the Wayne Trace Board of Education will form a Superintendent Interview Committee to assist in the selection of a Superintendent.
2. The Superintendent Interview Committee will be represented by a maximum of three (3) Association members (one from each building), in addition to the Board representatives.
3. Upon notice of a vacancy of a Superintendent, a Board representative will notify the President of the Wayne Trace Education Association, or designee, to establish tentative time lines for the interview process.
4. The Superintendent Interview Committee will become involved at the final interview process for the purposes of input.
5. The Board has the final decision on the hiring of the Superintendent.
6. All information will be kept strictly confidential.

V. BUILDING PRINCIPAL INTERVIEW COMMITTEE

1. The Wayne Trace Education Association and the Wayne Trace Board of Education will form a Building Principal Interview Committee to assist in the selection of a new building principal.
2. The Building Principal Interview Committee will be composed of a maximum of 6 members, with the Association having up to 3 members, and the Board having up to 3 members. No quorum will be needed for the Building Principal Interview Committee to function.
3. Upon notice of a vacancy of a Building Principal, the Superintendent will notify the President of the Wayne Trace Education Association, or designee, to establish tentative time lines for the interview process.
4. The Building Principal Interview Committee will become involved at the initial interview process with both parties given time to actively participate.
5. The Building Principal Interview Committee will recommend a list of finalists to the Wayne Trace Board of Education to be considered for the opening.
6. The Wayne Trace Board of Education will meet with at least one representative of the building Principal Interview Committee at the date of the final interview with the Board.
7. All information will be kept strictly confidential.

W. PARENTAL OR CITIZEN COMPLAINTS

Parental or citizen complaints of any nature shall be brought to the attention of the staff member immediately, but no later than 48 hours after being received by an administrator or their designee. If the staff member desires to meet with the individual making the complaint, the administration shall, at the staff member's request, set up a meeting with the complainant. An administrator shall be present during this meeting, if requested, by the staff member. The teacher may request a representative of the Association at this meeting.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. MAINTENANCE OF BENEFITS

All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, preparation periods, leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect in the system at the time this Contract is signed except as otherwise specifically addressed in this Contract. This Contract shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless expressly stated herein.

No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Contract. Any portion of the existing documents that is inconsistent with this Contract shall be ineffective.

B. SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

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 agency 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.

C. CONSULTING TEACHER PROGRAM

Teachers who are selected to be mentors shall be paid in accordance with the standards set by the county office for the administration of grant monies. In the event that grant money is no longer available to fund teacher mentors, the issue of whether mentoring will continue and whether it will be paid for, will be addressed by the administration and Association. The parties will come to an agreement as it relates to wages, hours, terms and other conditions of employment.

D. ESEA

As issues of ESEA present themselves, the Board and Association agree to negotiate these issues as they arise.

E. AMENDMENTS

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this Agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this Agreement shall be conducted in accordance with the terms of this Agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

F. DURATION OF AGREEMENT

This Agreement shall become effective as of September 1, 2014, and remain in effect until August 31, 2017. This Agreement shall be the base from which future negotiations shall proceed. If any item in this Agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

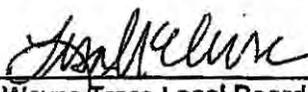
The parties jointly waive any and all claims to negotiations of any other terms or conditions of this duration agreement for the extended period except memorandums of understanding or agreements, and declare their intent that this duration agreement is in compliance with Ohio Revised Code 4117.09(E).

This agreement supersedes and cancels all previous agreements, between the Board and Association, and constitutes the entire written agreement between the parties.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the negotiating chairperson and superintendent.



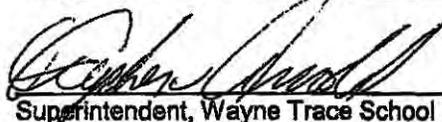
President, Wayne Trace Education Association
Date 8/27/14



President, Wayne Trace Local Board of Education
Date 9/4/14



Negotiations Chairperson
Wayne Trace Education Association
Date 8/7/2014



Superintendent, Wayne Trace School District
Date 8-7-14

STEP II

A. Position of Grievant _____

B. Date Received by Superintendent _____

C. Disposition of Superintendent _____

Signature

Date

Acceptance of disposition by Grievant _____

Signature

Date

STEP III

A. Position of Grievant _____

Signature

Date

B. Date Received by Treasurer of Board _____

C. Disposition by Board _____

Signature

Date

Acceptance of disposition by Grievant _____

Signature

Date

STEP IV

A. Position of Grievant _____

Signature

Date

B. Date Arbitration filed with Treasurer of Board _____

Date of Decision

Signature of Arbitrator

Acceptance of disposition by Grievant _____
Signature Date

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2014-2015**

2.25%

	BS OR BA	BA +9	150 SEM HRS	BA +21	MASTERS	MASTERS +15
STEP 0	\$ 32,001.33	\$ 32,609.36	\$ 33,217.38	\$ 34,129.42	\$ 35,041.46	\$ 35,953.49
	1.0000	1.0190	1.0380	1.0665	1.0950	1.1235
STEP 1	\$ 33,217.38	\$ 33,905.41	\$ 34,593.44	\$ 35,585.48	\$ 36,577.52	\$ 37,569.56
	1.0380	1.0595	1.0810	1.1120	1.1430	1.1740
STEP 2	\$ 34,433.43	\$ 35,201.46	\$ 35,969.49	\$ 37,041.54	\$ 38,113.58	\$ 39,185.63
	1.0760	1.1000	1.1240	1.1575	1.1910	1.2245
STEP 3	\$ 35,649.48	\$ 36,497.52	\$ 37,345.55	\$ 38,497.60	\$ 39,649.65	\$ 40,801.70
	1.1140	1.1405	1.1670	1.2030	1.2390	1.2750
STEP 4	\$ 36,865.53	\$ 37,793.57	\$ 38,721.61	\$ 39,953.66	\$ 41,185.71	\$ 42,417.76
	1.1520	1.1810	1.2100	1.2485	1.2870	1.3255
STEP 5	\$ 38,081.58	\$ 39,089.62	\$ 40,097.67	\$ 41,409.72	\$ 42,721.78	\$ 44,033.83
	1.1900	1.2215	1.2530	1.2940	1.3350	1.3760
STEP 6	\$ 39,297.63	\$ 40,385.68	\$ 41,473.72	\$ 42,865.78	\$ 44,257.84	\$ 45,649.90
	1.2280	1.2620	1.2960	1.3395	1.3830	1.4265
STEP 7	\$ 40,513.68	\$ 41,681.73	\$ 42,849.78	\$ 44,321.84	\$ 45,793.90	\$ 47,265.96
	1.2660	1.3025	1.3390	1.3850	1.4310	1.4770
STEP 8	\$ 41,729.73	\$ 42,977.79	\$ 44,225.84	\$ 45,777.90	\$ 47,329.97	\$ 48,882.03
	1.3040	1.3430	1.3820	1.4305	1.4790	1.5275
STEP 9	\$ 42,945.78	\$ 44,273.84	\$ 45,601.90	\$ 47,233.96	\$ 48,866.03	\$ 50,498.10
	1.3420	1.3835	1.4250	1.4760	1.5270	1.5780
STEP 10	\$ 44,161.84	\$ 45,569.89	\$ 46,977.95	\$ 48,690.02	\$ 50,402.09	\$ 52,114.17
	1.3800	1.4240	1.4680	1.5215	1.5750	1.6285
STEP 11	\$ 45,377.89	\$ 46,865.95	\$ 48,354.01	\$ 50,146.08	\$ 51,938.16	\$ 53,730.23
	1.4180	1.4645	1.5110	1.5670	1.6230	1.6790
STEP 12	\$ -	\$ 48,162.00	\$ 49,730.07	\$ 51,602.14	\$ 53,474.22	\$ 55,346.30
		1.5050	1.5540	1.6125	1.6710	1.7295
STEP 13	\$ -	\$ -	\$ 51,106.12	\$ 53,058.21	\$ 55,010.29	\$ 56,962.37
			1.5970	1.6580	1.7190	1.7800
STEP 14	\$ -	\$ -	\$ -	\$ -	\$ 56,546.35	\$ 58,578.43
					1.7670	1.8305
STEP 17	\$ 45,701.10	\$ 48,485.22	\$ 51,429.34	\$ 53,381.42	\$ 56,869.56	\$ 58,901.65
	1.4281	1.5151	1.6071	1.6681	1.7771	1.8406
STEP 20	\$ 46,344.33	\$ 49,128.44	\$ 52,072.56	\$ 54,024.65	\$ 57,512.79	\$ 59,544.87
	1.4482	1.5352	1.6272	1.6882	1.7972	1.8607
STEP 23	\$ 46,990.75	\$ 49,774.87	\$ 52,718.99	\$ 54,671.07	\$ 58,159.22	\$ 60,191.30
	1.4684	1.5554	1.6474	1.7084	1.8174	1.8809
STEP 27	\$ 47,957.19	\$ 50,741.31	\$ 53,685.43	\$ 55,637.51	\$ 59,125.66	\$ 61,157.74
	1.4986	1.5856	1.6776	1.7386	1.8476	1.9111
STEP 29	\$ 48,440.41	\$ 51,224.53	\$ 54,168.65	\$ 56,120.73	\$ 59,608.88	\$ 61,640.96
	1.5137	1.6007	1.6927	1.7537	1.8627	1.9262

All Wayne Trace employees receive a \$500 stipend. 1st payment of \$250 on first pay in December; 2nd payment of \$250 on first pay in July.

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2015-2016**

2.25%	BS OR BA	BA +9	150 SEM HRS	BA +21	MASTERS	MASTERS +15
STEP 0	\$ 32,721.36	\$33,343.07	\$ 33,964.77	\$ 34,897.33	\$ 35,829.89	\$ 36,762.45
	1.0000	1.0190	1.0380	1.0665	1.0950	1.1235
STEP 1	\$ 33,964.77	\$34,668.28	\$ 35,371.79	\$ 36,386.15	\$ 37,400.51	\$ 38,414.88
	1.0380	1.0595	1.0810	1.1120	1.1430	1.1740
STEP 2	\$ 35,208.18	\$35,993.50	\$ 36,778.81	\$ 37,874.97	\$ 38,971.14	\$ 40,067.31
	1.0760	1.1000	1.1240	1.1575	1.1910	1.2245
STEP 3	\$ 36,451.60	\$37,318.71	\$ 38,185.83	\$ 39,363.80	\$ 40,541.77	\$ 41,719.73
	1.1140	1.1405	1.1670	1.2030	1.2390	1.2750
STEP 4	\$ 37,695.01	\$38,643.93	\$ 39,592.85	\$ 40,852.62	\$ 42,112.39	\$ 43,372.16
	1.1520	1.1810	1.2100	1.2485	1.2870	1.3255
STEP 5	\$ 38,938.42	\$39,969.14	\$ 40,999.86	\$ 42,341.44	\$ 43,683.02	\$ 45,024.59
	1.1900	1.2215	1.2530	1.2940	1.3350	1.3760
STEP 6	\$ 40,181.83	\$41,294.36	\$ 42,406.88	\$ 43,830.26	\$ 45,253.64	\$ 46,677.02
	1.2280	1.2620	1.2960	1.3395	1.3830	1.4265
STEP 7	\$ 41,425.24	\$42,619.57	\$ 43,813.90	\$ 45,319.08	\$ 46,824.27	\$ 48,329.45
	1.2660	1.3025	1.3390	1.3850	1.4310	1.4770
STEP 8	\$ 42,668.65	\$43,944.79	\$ 45,220.92	\$ 46,807.91	\$ 48,394.89	\$ 49,981.88
	1.3040	1.3430	1.3820	1.4305	1.4790	1.5275
STEP 9	\$ 43,912.07	\$45,270.00	\$ 46,627.94	\$ 48,296.73	\$ 49,965.52	\$ 51,634.31
	1.3420	1.3835	1.4250	1.4760	1.5270	1.5780
STEP 10	\$ 45,155.48	\$46,595.22	\$ 48,034.96	\$ 49,785.55	\$ 51,536.14	\$ 53,286.73
	1.3800	1.4240	1.4680	1.5215	1.5750	1.6285
STEP 11	\$ 46,398.89	\$47,920.43	\$ 49,441.97	\$ 51,274.37	\$ 53,106.77	\$ 54,939.16
	1.4180	1.4645	1.5110	1.5670	1.6230	1.6790
STEP 12	\$ -	\$49,245.65	\$ 50,848.99	\$ 52,763.19	\$ 54,677.39	\$ 56,591.59
		1.5050	1.5540	1.6125	1.6710	1.7295
STEP 13	\$ -	\$ -	\$ 52,256.01	\$ 54,252.01	\$ 56,248.02	\$ 58,244.02
			1.5970	1.6580	1.7190	1.7800
STEP 14	\$ -	\$ -	\$ -	\$ -	\$ 57,818.64	\$ 59,896.45
					1.7670	1.8305
STEP 17	\$ 46,729.37	\$49,576.13	\$ 52,586.50	\$ 54,582.50	\$ 58,149.13	\$ 60,226.94
	1.4281	1.5151	1.6071	1.6681	1.7771	1.8406
STEP 20	\$ 47,387.07	\$50,233.83	\$ 53,244.20	\$ 55,240.20	\$ 58,806.83	\$ 60,884.63
	1.4482	1.5352	1.6272	1.6882	1.7972	1.8607
STEP 23	\$ 48,048.05	\$50,894.80	\$ 53,905.17	\$ 55,901.17	\$ 59,467.80	\$ 61,545.61
	1.4684	1.5554	1.6474	1.7084	1.8174	1.8809
STEP 27	\$ 49,036.23	\$51,882.99	\$ 54,893.35	\$ 56,889.36	\$ 60,455.98	\$ 62,533.79
	1.4986	1.5856	1.6776	1.7386	1.8476	1.9111
STEP 29	\$ 49,530.32	\$52,377.08	\$ 55,387.45	\$ 57,383.45	\$ 60,950.08	\$ 63,027.88
	1.5137	1.6007	1.6927	1.7537	1.8627	1.9262

All Wayne Trace employees receive a \$500 stipend. 1st payment of \$250 on first pay in December; 2nd payment of \$250 on first pay in July.

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2016-2017**

2.25%	BS OR BA	BA +9	150 SEM HRS	BA +21	MASTERS	MASTERS +15
STEP 0	\$ 33,457.59 1.0000	\$ 34,093.28 1.0190	\$ 34,728.98 1.0380	\$ 35,682.52 1.0665	\$ 36,636.06 1.0950	\$ 37,589.60 1.1235
STEP 1	\$ 34,728.98 1.0380	\$ 35,448.32 1.0595	\$ 36,167.65 1.0810	\$ 37,204.84 1.1120	\$ 38,242.03 1.1430	\$ 39,279.21 1.1740
STEP 2	\$ 36,000.37 1.0760	\$ 36,803.35 1.1000	\$ 37,606.33 1.1240	\$ 38,727.16 1.1575	\$ 39,847.99 1.1910	\$ 40,968.82 1.2245
STEP 3	\$ 37,271.76 1.1140	\$ 38,158.38 1.1405	\$ 39,045.01 1.1670	\$ 40,249.48 1.2030	\$ 41,453.95 1.2390	\$ 42,658.43 1.2750
STEP 4	\$ 38,543.14 1.1520	\$ 39,513.41 1.1810	\$ 40,483.68 1.2100	\$ 41,771.80 1.2485	\$ 43,059.92 1.2870	\$ 44,348.04 1.3255
STEP 5	\$ 39,814.53 1.1900	\$ 40,868.45 1.2215	\$ 41,922.36 1.2530	\$ 43,294.12 1.2940	\$ 44,665.88 1.3350	\$ 46,037.64 1.3760
STEP 6	\$ 41,085.92 1.2280	\$ 42,223.48 1.2620	\$ 43,361.04 1.2960	\$ 44,816.44 1.3395	\$ 46,271.85 1.3830	\$ 47,727.25 1.4265
STEP 7	\$ 42,357.31 1.2660	\$ 43,578.51 1.3025	\$ 44,799.71 1.3390	\$ 46,338.76 1.3850	\$ 47,877.81 1.4310	\$ 49,416.86 1.4770
STEP 8	\$ 43,628.70 1.3040	\$ 44,933.54 1.3430	\$ 46,238.39 1.3820	\$ 47,861.08 1.4305	\$ 49,483.78 1.4790	\$ 51,106.47 1.5275
STEP 9	\$ 44,900.09 1.3420	\$ 46,288.58 1.3835	\$ 47,677.07 1.4250	\$ 49,383.40 1.4760	\$ 51,089.74 1.5270	\$ 52,796.08 1.5780
STEP 10	\$ 46,171.47 1.3800	\$ 47,643.61 1.4240	\$ 49,115.74 1.4680	\$ 50,905.72 1.5215	\$ 52,695.70 1.5750	\$ 54,485.69 1.6285
STEP 11	\$ 47,442.86 1.4180	\$ 48,998.64 1.4645	\$ 50,554.42 1.5110	\$ 52,428.04 1.5670	\$ 54,301.67 1.6230	\$ 56,175.29 1.6790
STEP 12	\$ -	\$ 50,353.67 1.5050	\$ 51,993.09 1.5540	\$ 53,950.36 1.6125	\$ 55,907.63 1.6710	\$ 57,864.90 1.7295
STEP 13	\$ -	\$ -	\$ 53,431.77 1.5970	\$ 55,472.68 1.6580	\$ 57,513.60 1.7190	\$ 59,554.51 1.7800
STEP 14	\$ -	\$ -	\$ -	\$ -	\$ 59,119.56 1.7670	\$ 61,244.12 1.8305
STEP 17	\$ 47,780.78 1.4281	\$ 50,691.59 1.5151	\$ 53,769.69 1.6071	\$ 55,810.61 1.6681	\$ 59,457.48 1.7771	\$ 61,582.04 1.8406
STEP 20	\$ 48,453.28 1.4482	\$ 51,364.09 1.5352	\$ 54,442.19 1.6272	\$ 56,483.10 1.6882	\$ 60,129.98 1.7972	\$ 62,254.54 1.8607
STEP 23	\$ 49,129.13 1.4684	\$ 52,039.94 1.5554	\$ 55,118.03 1.6474	\$ 57,158.95 1.7084	\$ 60,805.82 1.8174	\$ 62,930.38 1.8809
STEP 27	\$ 50,139.54 1.4986	\$ 53,050.35 1.5856	\$ 56,128.45 1.6776	\$ 58,169.37 1.7386	\$ 61,816.24 1.8476	\$ 63,940.80 1.9111
STEP 29	\$ 50,644.75 1.5137	\$ 53,555.56 1.6007	\$ 56,633.66 1.6927	\$ 58,674.58 1.7537	\$ 62,321.45 1.8627	\$ 64,446.01 1.9262

All Wayne Trace employees receive a \$500 stipend. 1st payment of \$250 on first pay in December; 2nd payment of \$250 on first pay in July.

**WAYNE TRACE LOCAL EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE 2014-2015**

	FOOD SERVICE	BUS DRIVER	TEACHER AIDE	ELEM. LIB. AIDE	SECRETARY	CUSTODIAN	STUDY HALL MONITOR
STEP 0	\$9.96	\$15.25	\$10.88	\$12.26	\$13.60	\$14.70	\$12.25
STEP 1	\$10.71	\$16.49	\$11.35	\$12.91	\$14.27	\$15.83	\$12.76
STEP 2	\$11.48	\$17.74	\$11.81	\$13.60	\$14.91	\$16.93	\$13.29
STEP 3	\$12.25	\$18.04	\$12.23	\$14.27	\$15.59	\$17.19	\$13.78
STEP 4	\$13.01	\$18.36	\$12.36	\$14.91	\$16.25	\$17.42	\$13.98
STEP 5	\$13.40	\$18.67	\$12.51	\$15.59	\$16.45	\$17.63	\$14.15
STEP 6	\$13.78	\$18.98	\$12.67	\$16.25	\$16.71	\$17.86	\$14.30
STEP 8	\$14.57	\$20.25	\$13.11	\$16.90	\$16.90	\$18.09	\$14.64
STEP 10	\$15.02	\$20.80	\$13.50	\$17.58	\$17.58	\$19.23	\$15.13
STEP 12	\$15.80	\$22.07	\$13.92	\$18.09	\$18.09	\$19.80	\$15.61
STEP 15	\$16.82	\$23.09	\$14.93	\$19.11	\$19.11	\$20.82	\$16.64
STEP 20	\$17.45	\$23.58	\$15.61	\$19.69	\$19.69	\$21.36	\$17.27

NOTES:

1. Head Cook Position: Add 7.3% to salary. No individual can be head cook and head cashier at same time.
2. Head Cashier Position: Add 2.5% to salary
3. Sweeper Rate: 80% of base custodian rate \$ 11.76
4. Bus Mechanic: Add 21.2% to custodian rate \$17.82
5. Activity Bus Trips: \$11.00 straight time for regular drivers and \$9.00 for substitute drivers
6. Assistant Director of Transportation: 21% of Bus Drivers rate
7. Boiler License/Water Treatment Certificate: Add \$1300.00
8. All Wayne Trace employees receive a \$500 stipend. 1st payment of \$250 on first pay in December; 2nd payment of \$250 first pay in July.

**WAYNE TRACE LOCAL EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE 2015-2016**

	FOOD SERVICE	BUS DRIVER	TEACHER AIDE	ELEM. LIB. AIDE	SECRETARY	CUSTODIAN	STUDY HALL MONITOR
STEP 0	\$10.18	\$15.59	\$11.12	\$12.54	\$13.91	\$15.03	\$12.53
STEP 1	\$10.95	\$16.86	\$11.61	\$13.20	\$14.59	\$16.19	\$13.05
STEP 2	\$11.74	\$18.14	\$12.08	\$13.91	\$15.25	\$17.31	\$13.59
STEP 3	\$12.53	\$18.45	\$12.51	\$14.59	\$15.94	\$17.58	\$14.09
STEP 4	\$13.30	\$18.77	\$12.64	\$15.25	\$16.62	\$17.81	\$14.29
STEP 5	\$13.70	\$19.09	\$12.79	\$15.94	\$16.82	\$18.03	\$14.47
STEP 6	\$14.09	\$19.41	\$12.96	\$16.62	\$17.09	\$18.26	\$14.62
STEP 8	\$14.90	\$20.71	\$13.40	\$17.28	\$17.28	\$18.50	\$14.97
STEP 10	\$15.36	\$21.27	\$13.80	\$17.98	\$17.98	\$19.66	\$15.47
STEP 12	\$16.16	\$22.57	\$14.23	\$18.50	\$18.50	\$20.25	\$15.96
STEP 15	\$17.20	\$23.61	\$15.27	\$19.54	\$19.54	\$21.29	\$17.01
STEP 20	\$17.84	\$24.11	\$15.96	\$20.13	\$20.13	\$21.84	\$17.66

NOTES:

1. Head Cook Position: Add 7.3% to salary. No individual can be head cook and head cashier at same time.
2. Head Cashier Position: Add 2.5% to salary
3. Sweeper Rate: 80% of base custodian rate \$12.02
4. Bus Mechanic: Add 21.2% to custodian rate \$18.22
5. Activity Bus Trips: \$11.00 straight time for regular drivers and \$9.00 for substitute drivers
6. Assistant Director of Transportation: 21% of Bus Drivers rate
7. Boiler License/Water Treatment Certificate: Add \$1300.00
8. All Wayne Trace employees receive a \$500 stipend. 1st payment of \$250 on first pay in December; 2nd payment of \$250 first pay in July

**WAYNE TRACE LOCAL EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE 2016-2017**

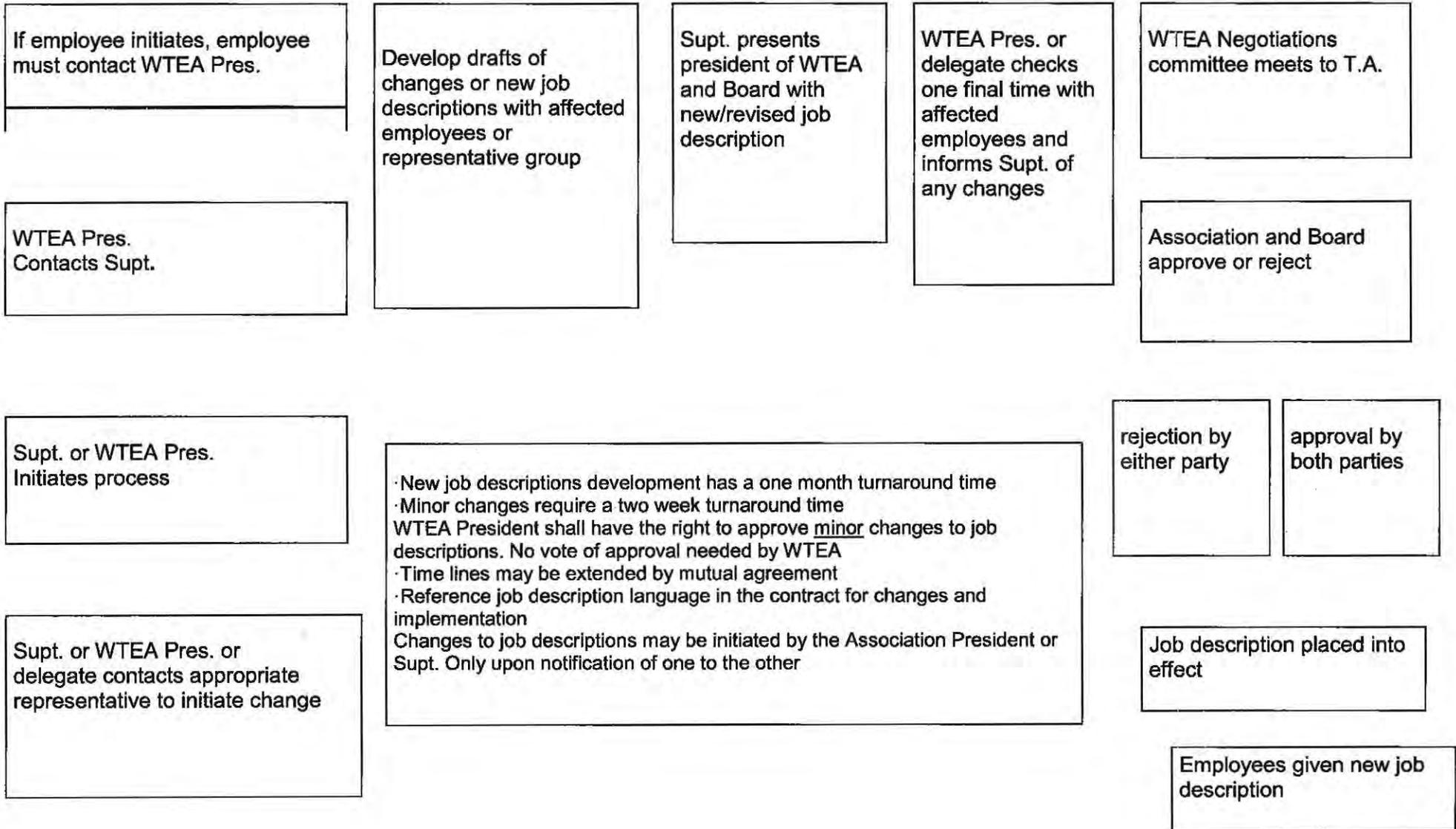
	FOOD SERVICE	BUS DRIVER	TEACHER AIDE	ELEM. LIB. AIDE	SECRETARY	CUSTODIAN	STUDY HALL MONITOR
STEP 0	\$10.41	\$15.94	\$11.37	\$12.82	\$14.22	\$15.37	\$12.81
STEP 1	\$11.20	\$17.24	\$11.87	\$13.50	\$14.92	\$16.55	\$13.34
STEP 2	\$12.00	\$18.55	\$12.35	\$14.22	\$15.59	\$17.70	\$13.90
STEP 3	\$12.81	\$18.87	\$12.79	\$14.92	\$16.30	\$17.98	\$14.41
STEP 4	\$13.60	\$19.19	\$12.92	\$15.59	\$16.99	\$18.21	\$14.61
STEP 5	\$14.01	\$19.52	\$13.08	\$16.30	\$17.20	\$18.44	\$14.80
STEP 6	\$14.41	\$19.85	\$13.25	\$16.99	\$17.47	\$18.67	\$14.95
STEP 8	\$15.24	\$21.18	\$13.70	\$17.67	\$17.67	\$18.92	\$15.31
STEP 10	\$15.71	\$21.75	\$14.11	\$18.38	\$18.38	\$20.10	\$15.82
STEP 12	\$16.52	\$23.08	\$14.55	\$18.92	\$18.92	\$20.71	\$16.32
STEP 15	\$17.59	\$24.14	\$15.61	\$19.98	\$19.98	\$21.77	\$17.39
STEP 20	\$18.24	\$24.65	\$16.32	\$20.58	\$20.58	\$22.33	\$18.06

NOTES:

1. Head Cook Position: Add 7.3% to salary. No individual can be head cook and head cashier at same time.
2. Head Cashier Position: Add 2.5% to salary
3. Sweeper Rate: 80% of base custodian rate \$12.30
4. Bus Mechanic: Add 21.2% to custodian rate \$18.63
5. Activity Bus Trips: \$11.00 straight time for regular drivers and \$9.00 for substitute drivers
6. Assistant Director of Transportation: 21% of Bus Drivers rate
7. Boiler License/Water Treatment Certificate: Add \$1300.00
8. All Wayne Trace employees receive a \$500 stipend. 1st payment of \$250 on first pay in December; 2nd payment of \$250 first pay in July

Flow Chart for Job Descriptions

APPENDIX H



FMLA Leave Request and Approval Form

I request an FMLA leave of absence from _____ (date) to _____ (date) for the following reason:

- _____ For the birth of my child and/or to care for the newborn child;
- _____ For the placement of a child with me for adoption or foster care;
- _____ To care for my (circle one): spouse, child, or parent with a serious health condition;
- _____ Due to my own serious health condition which makes me unable to perform one of the essential functions of my job.

Additional requests related to my leave of absence: _____

Please check only one of the three options listed below:

- _____ (1) I wish for this leave to be taken all or in part under the provisions of the Federal Family and Medical Leave Act. See options below.
- _____ (2) I do not wish for this leave to be taken under the provisions of the Federal Family and Medical Leave Act. I wish, instead, that only my accumulated sick leave be used for the duration of the leave. (If Option 2 is selected here, please stop at this point, sign and date below, and return this form to the superintendent; the below options apply to FMLA leave only.)
- _____ (3) I do not wish for this leave to be taken under the provisions of the Federal Family and Medical Leave Act. I wish, instead, that only _____ days of my accumulated sick leave be used and the balance of my leave to be unpaid. (If Option 3 is selected here, please stop at this point, sign and date below, and return this form to the superintendent; the below options apply to FMLA leave only.)

Leaves with FMLA: Complete this section only if you selected Option 1 above. Please check only one of the following options:

- _____ (1) I wish for this leave to be paid, using my accumulated sick leave during my requested FMLA leave.
- _____ (2) I wish for _____ days of my FMLA leave to be paid leave and the balance of my leave to be unpaid. I elect to take per diem and/or pay deducts for wages or salary once I have achieved the designated balance of sick days in my account. I further realize that sick leave shall be accrued during this leave of absence as per the negotiated agreement, Article IV.
- _____ (3) I wish for this leave to be unpaid with pay deducts for the period of my leave. I understand that none of my sick leave will be used during my requested FMLA leave. I also understand that all my benefits will remain uninterrupted and in effect during this leave.

 Employee Signature _____
 Date Request Submitted

This request for FMLA leave as indicated above has been: _____ Approved _____ Denied

 Superintendent Signature _____
 Date Signed

If denied, reason for denial: _____

**WAYNE TRACE LOCAL SCHOOLS
TEACHER OBSERVATION/EVALUATION FORM**

POSITION: Teacher

EVALUATED BY: Appropriate Building Principal

- 5 = An exemplary, model, or outstanding level of performance
- 4 = Above satisfactory level of performance
- 3 = A satisfactory level of performance
- 2 = This performance area needs improvement
- 1 = An unsatisfactory level of performance

- Approaches Observed:
(Please check all that apply)
- Discussion
 - Demonstration
 - Individual work
 - Lecture
 - Question/Answer
 - Simulation/Role Play
 - Other

Teacher's Name

Date Observed/Evaluated

Time In _____
Time Out _____

PERFORMANCE RESPONSIBILITIES:

Organization of Content Knowledge for Student Learning

- _____ 1. Is familiar with relevant aspects of students' background, knowledge, and experiences; lesson planning takes into account the variety of knowledge and experiences which students bring to class
- _____ 2. Articulates clear learning goals for the lesson that are appropriate to the students' learning abilities; considers students' prior knowledge, skills, interests, motivation to learn, developmental levels, and cultural experiences before articulating these goals; clearly distinguishes the difference between goals - - what the teacher wants students to learn and activities - - what the teacher wants students to do
- _____ 3. Demonstrates an understanding of the connection between the content that was learned previously, the current content, and the content that remains to be learned in the future; knows why this lesson fits into the specific discipline being taught
- _____ 4. Creates or selects teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson; uses a variety of methods or approaches in teaching subject matter and demonstrates an understanding that a single teaching method or activity may not be appropriate for all students
- _____ 5. Creates or selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson; testing instruments or evaluation processes are appropriate to all students

Creation of an Environment for Student Learning

- _____ 1. Creates a climate that promotes fairness; is firm, consistent, and fair with all students; students are equally valued and treated in the classroom; attempts to call upon a variety of students
- _____ 2. Establishes and maintains a rapport with students; shows appropriate concern for students; relates positively to the students as people; demonstrates positive interpersonal and communication skills; encourages students to be fair to one another; maintains eye contact with students while communicating with them
- _____ 3. Communicates challenging learning expectations to each student; conveys the attitude that all students can learn and are capable of significant achievement; actively encourages students to achieve
- _____ 4. Establishes and maintains consistent standards of classroom behavior without partiality shown to certain students; establishes a learning climate of respect for everyone in the classroom; generally speaking, student behavior during the lesson is consistently appropriate
- _____ 5. Makes the physical environment as safe and conducive to learning as possible, given resources available; makes use of the physical environment as a resource to facilitate learning; provisions are made to accommodate all students, including those with special needs

Teaching for Student Learning

- _____ 1. Makes learning goals and instructional procedures clear to students; starts out lesson with a clear statement of what the learning goals are; clearly explains to students what instructional procedures will be used to attain these goals (connectivity); ensures that all students understand and can carry out the instructional procedures for the lesson
- _____ 2. Makes content comprehensive to students; covers all content areas sufficiently and appropriately; breaks down complex content into simpler, more easily understandable terms; ensures that students are generally engaged in the content, and the lesson as a whole, has a coherent structure
- _____ 3. Encourages student extension of thinking; asks thought-provoking questions beyond rote learning; encourages students to think independently, creatively, or critically (analyzing or synthesizing facts to arrive at a conclusion or a conjecture); maximizes student-teacher interaction with skillful and appropriate questions; asks appropriate questions of students of varying abilities
- _____ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands; reads nonverbal clues well; checks written work; ask appropriate questions; provides sufficient feedback; makes appropriate adjustments during the lesson; checks at the end of a lesson if the learning goals have been met; isn't tied to desk throughout the lesson or class period
- _____ 5. Uses instructional time effectively and efficiently; minimizes non-instructional class time; paces the lesson in ways appropriate to the content, the learners, and the situation or activity in the classroom; there is evidence of established routines and procedures which show concern for time on task

Teacher Professionalism

- _____ 1. Reflects on the extent to which the learning goals were met; uses achievement of learning goals as the measure for determining student and teacher success; is able to articulate ways in which insights gained from a lesson might be used to improve instruction
- _____ 2. Demonstrates a sense of efficacy and self-responsibility for improvements; is aware of best practices for teaching his/her content area; actively searches for better techniques to help students learn; regards student difficulties as challenges to their own creativity and ingenuity
- _____ 3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students; actively seeks help from other professionals on matters related to learning and instruction; is aware of how and with whom he or she should coordinate plans, schedules, and resources for the benefit of the entire class or individuals within that class
- _____ 4. Communicates with parents or guardians about student learning; schedules conferences as necessary with parents/guardians; calls or writes parents/guardians as necessary; keeps parents well-informed of special events, etc.
- _____ 5. Demonstrates a willingness to accept constructive criticism and to consider suggestions for improvement; works with the building principal and other professional staff member to correct deficiencies in areas where improvement is needed
- _____ 6. Unless health-related problems are evident, attends school regularly enough to establish continuity of curriculum

Supervisor's Comments/Narrative:

The teacher's signature indicates that he/she is aware of the contents of this form and not necessarily that he/she agrees with the observation/evaluation in whole or in part. The teacher has the right to rebut any part of all of this observation/evaluation as per the Master Contract.

Supervisor's Signature

Date

Employee's Signature

Date

WAYNE TRACE LOCAL SCHOOL
PROFESSIONAL MEETING / VISITATION REQUEST FORM

EMPLOYEE NAME: _____

SCHOOL: _____ DATE: _____

DATE(S) OF MEETING / VISITATION: _____

LOCATION OF MEETING / VISITATION: _____

NATURE OF CONFERENCE, PROFESSIONAL MEETING OR VISITATION DAY
BRIEFLY DESCRIBE:

ESTIMATED EXPENSES

MILEAGE: _____ MILES @ _____ PER MILE \$ _____

PLANE, BUS, TRAIN, AND/OR TAXI FEES \$ _____

REGISTRATION FEES \$ _____

MEALS (NOT TO EXCEED \$ _____ PER DAY)* \$ _____

PARKING \$ _____

LODGING (ONLY FOR LOCATIONS BEYOND _____ MILES FROM
DISTRICT. THE SUPERINTENDENT MAY APPROVE EXCEPTIONS) \$ _____

TOTAL ESTIMATED EXPENSES \$ _____

EMPLOYEE'S SIGNATURE DATE: _____

PRINCIPAL'S RECOMMENDATION DATE: _____

SUPERINTENDENT'S APPROVAL DATE: _____

The applicant must pay all expenses and submit the receipts along with the Professional Meeting Reimbursement Request Form for reimbursement. The applicant's signature indicates an agreement to abide by the terms in Policy 3243 and AG 3243, Policy 3440 and AG 3440A, AG 3440B and AG 3440C.

Please accompany this application with a purchase order for all expenses.

*Under no circumstances will staff members be reimbursed for the purchase of alcoholic beverages.

The accrual of personal frequent-flyer miles, hotel "bonus points", credit card "rewards", or any other reward under similar affinity programs (including credit points or rewards directed to non-profit organizations) is strictly prohibited.

WAYNE TRACE LOCAL SCHOOL
 APPLICATION AND APPROVAL FOR USE OF PERSONAL LEAVE

EMPLOYEE NAME: _____

APPLICATION DATE: _____ DATE(S) REQUESTED: _____

SUPERVISOR APPROVAL: _____ DATE: _____

POLICY ON PERSONAL LEAVE:

1. Prior to May 15 of each school year, each staff member shall be authorized to three(3) days annually to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the employee's immediate supervisor seventy-two (72) hours in advance, unless circumstances make it impossible to comply therewith: in such event, the employee shall notify the supervisor at the earliest possible time. Except in cases of emergency, or with the approval of the superintendent, such personal leave will not be authorized for the first or last day of school.
2. After May 14, the balance of any unused unrestricted personal leave shall be authorized for the following:
 - a. Accidents or catastrophe involving family property
 - b. Court appearances (other than jury duty)
 - c. Attendance at a graduation exercise or other ceremony honoring the employee or member of the employee's immediate family
 - d. Visiting members of the immediate family in the armed forces
 - e. Illness or death of persons not within the immediate family
 - f. Arranging for the purchase or sale of employee's residence
 - g. Appointment with attorney, accountant, architect, or other similar professional when such appointment cannot be made at times other than the regular school day
 - h. Extremely urgent personal problems of members of immediate family
 - i. Emergencies, natural or personal, for the employee
 - j. To enroll or perform an act required for enrollment in a college or university
 - k. Other reasons deemed valid by the superintendent that cannot be taken care of outside the regular school hours.

_____ Reference letter "a" through "k" from above after May 14 and superintendent approval required

SUPERINTENDENT APPROVAL: _____ DATE: _____

WAYNE TRACE LOCAL SCHOOL
RECORD OF ABSENCE OF AN EMPLOYEE
AND CLAIM FORM FOR SUBSTITUTES
2014-2015, 2015-2016, 2016-2017

EMPLOYEE'S SECTION

Please complete all items in your section. This should be completed and returned to your supervisor the day that you return to work. Your substitute cannot be paid until this form is completed and approved.

EMPLOYEE NAME: _____

DATE(S) OF ABSENCE: _____

REASON FOR ABSENCE: (Please check which applies)

- Sick Professional Dock
Personal Jury Duty/Court Office use only:
Vacation Comp Time Dock amount: _____

Further explanation when necessary _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

SUBSTITUTE SECTION

Please complete all items. If information is missing it could result in a delay in you being paid.

SUBSTITUTE'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____

DATE(S) OF SUBSTITUTION: _____

CHECK POSITION OF SUBSTITUTION:

OFFICE USE ONLY:

- TEACHER @ \$ _____ per day days @ \$ _____ = \$
CAFETERIA @ \$ _____ per hour
TEACHERS AIDE @ \$ _____ per hour
LIBRARY AIDE @ \$ _____ per hour
STUDYHALL @ \$ _____ per hour
SECRETARY @ \$ _____ per hour
CUSTODIAL @ \$ _____ per hour
BUS DRIVER @ \$ _____ per hour
AM ROUTE ONLY PM ROUTE ONLY
BOTH ROUTES

SUBSTITUTE'S SIGNATURE: _____ DATE: _____

APPROVED BY: _____ DATE: _____

**Substitute rates are subject to change based on board approval each year.

**WAYNE TRACE LOCAL SCHOOL
NON-USE OF PERSONAL / SICK LEAVE**

At the end of each school year, up to two(2) personal leave days may rollover to the new school year, or any unused personal leave can be automatically added to accumulated sick leave or the employee may request compensation (a maximum of 3 days for compensation). Employees must notify the Treasurer's Office no later than the last day of the school year of their desire. Said notification must be done on an annual basis with the proper form located in the building principal's office. Payment will be made by the last pay of each contracted year. Current year unused personal leave will be compensated in the following manner.

If this form is not completed in full, or if you have any personal leave days not accounted for in your choices below, the personal leave days will automatically be added to your accumulated sick leave. It is your responsibility to know the number of days you have remaining. The balance appears on your payroll stub each payroll.

Option #1 I wish to rollover _____ (one or two) personal days to the next school year.

(Please indicate the EXACT number of days to be rolled over in the blank provided above.) The total balance of personal days cannot exceed five (5) days with a maximum of two (2) banked days at the start of each school year.

If any current school year personal days remain, choose how to divide your days between Options 2 and/or 3

Option #2 Transfer _____ of my unused personal days to my accumulated sick leave.

(If this option is chosen, please indicate the number of days remaining to be transferred to sick leave.)

Option #3 **Place a check in the box and CIRCLE the correct amount to be received.**

No personal days used (3 days compensation) \$250.00
If no sick days used + \$75.00 bonus = \$325.00

If only 1 personal day used (2 days compensation) \$150.00
If no sick days used + \$75.00 bonus = \$225.00

If 2 personal days used (1 day compensation) \$ 75.00
If no sick days used + \$50.00 bonus = \$125.00

PRINT EMPLOYEE NAME

EMPLOYEE SIGNATURE

DATE

**WAYNE TRACE LOCAL SCHOOL
TUITION FUND REIMBURSEMENT FORM
FOR
STAFF COURSEWORK**

EMPLOYEE NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE NUMBER: _____

NAME OF COURSE TAKEN	GRADE RECEIVED	SESSION/YEAR COURSE TAKEN	TUITION COST FOR COURSE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

In order to qualify for tuition reimbursement the Master Contract indicates that the employee must obtain a "B" level grade or better, or a pass in a pass/fail graded course. Employees must submit this form along with proof of actual tuition amount spent, proof of grade with an original transcript, to the Treasurer's office between April 1 and no later than May 15 of the current school year. In the event the course work or learning institution prevents the submission by May 15, the employee may submit the course work for reimbursement the following year. Funds will be paid out no later than June 30 of each year according to the following formula: The total amount spent by all employees submitting course work to be reimbursed, divided by the total amount of the pool equals a percentage.

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

WAYNE TRACE LOCAL SCHOOL
EMPLOYEE COMP TIME REPORT

EMPLOYEE NAME: _____

Building you worked at: _____

For the month of _____ 20 _____

Please indicate the number of hours worked on the appropriate day of the month below and list the duties you performed on that day. If information is missing, it could result in a delay of payment.

1. _____	16. _____
2. _____	17. _____
3. _____	18. _____
4. _____	19. _____
5. _____	20. _____
6. _____	21. _____
7. _____	22. _____
8. _____	23. _____
9. _____	24. _____
10. _____	25. _____
11. _____	26. _____
12. _____	27. _____
13. _____	28. _____
14. _____	29. _____
15. _____	30. _____
	31. _____

TOTAL COMP TIME HOURS WORKED _____ TOTAL COMP TIME HOURS USED _____

EMPLOYEE'S SIGNATURE _____ DATE _____

SUPERVISOR'S APPROVAL _____ DATE _____

OFFICE USE ONLY TOTAL HOURS _____

X 1 1/2

TOTAL COMPTIME HOURS EARNED _____

WAYNE TRACE LOCAL SCHOOL
EMPLOYEE HOURLY / OVERTIME REPORT

EMPLOYEE NAME: _____

Building you worked at _____

For the month of _____ 20_____

Please indicate the number of hours worked on the appropriate day of the month below and list the duties you performed that day. If information is missing, it could result in a delay of payment.

1. _____	16. _____
2. _____	17. _____
3. _____	18. _____
4. _____	19. _____
5. _____	20. _____
6. _____	21. _____
7. _____	22. _____
8. _____	23. _____
9. _____	24. _____
10. _____	25. _____
11. _____	26. _____
12. _____	27. _____
13. _____	28. _____
14. _____	29. _____
15. _____	30. _____
	31. _____

TOTAL HOURS WORKED: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

SUPERVISOR'S SIGNATURE: _____ DATE: _____

OFFICE USE ONLY

TOTAL HOURS WORKED: _____ TOTAL OVERTIME HOURS WORKED: _____

HOURLY RATE: _____

OVERTIME HOURLY RATE: _____

TOTAL TO BE PAID: _____

TOTAL OVERTIME TO BE PAID: _____

WAYNE TRACE LOCAL SCHOOL
ADVANCEMENT ON SALARY SCHEDULE

EMPLOYEE NAME: _____

POSITION YOU WORK IN: _____

PRESENT SALARY LEVEL: _____

(BS/BA, BA+9, 150 Semester Hours, BA+21, Masters, Masters+15)

NUMBER OF ADDITIONAL HOURS TAKEN: _____

***IF NEW DEGREE WAS OBTAINED SIMPLY COMPLETE DEGREE OBTAINED, DATE AND COLLEGE/UNIVERSITY

COLLEGE/UNIVERSITY
COURSE WORK TAKEN

SESSION / YEAR
TAKEN

_____	_____
_____	_____
_____	_____
_____	_____

DEGREE OBTAINED: _____

COLLEGE/UNIVERSITY DEGREE OBTAINED: _____

DATE DEGREE WAS OBTAINED: _____

IMPORTANT: It is the employee's responsibility to provide the Treasurer/Superintendent Offices with all official transcripts needed to verify a change in pay status. Transcripts should be obtained and submitted to the Treasurer/Superintendent Offices at the earliest possible time to ensure proper placement on the salary schedule. Official transcripts (not photocopies) must remain in the employee's personnel file for verification and auditing purposes.

EMPLOYEE'S SIGNATURE: _____ DATE: _____

OFFICE USE ONLY

NEW SALARY LEVEL: _____

EFFECTIVE DATE: _____

SUPERINTENDENT APPROVAL: _____ DATE: _____

WAYNE TRACE LOCAL SCHOOLS

LPDC HOUR REPORT

EMPLOYEE NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____

DATE OF MEETING:

HOURS ATTENDED:

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERINTENDENT SIGNATURE: _____ DATE: _____

OFFICE USE ONLY

TOTAL HOURS ATTENDED: _____

LPDC HOURLY RATE: _____

TOTAL TO BE PAID: _____

WAYNE TRACE LOCAL SCHOOL
EXTRA CURRICULAR ACTIVITY
FINAL PAYMENT REQUEST FORM

COACH / ADVISOR NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ BEST TIME TO CONTACT YOU: _____

EXTRA CURRICULAR POSITION HELD: _____

STARTING DATE OF ACTIVITY: _____ ENDING DATE OF ACTIVITY: _____
(MONTH AND YEAR) (MONTH AND YEAR)

To receive final payment:

1. All items below must be check and approved by your appropriate supervisor
2. All signatures must be present at the bottom of this form unless it is not an extra-curricular sport.
Only the Advisor and Jr. / Sr. Principal need to sign off for the following activities: Scholastic Bowl, NHS, Student Council, Drama, Band/Choir, Concessions, Washington DC Advisor.

() Inventory is complete and submitted to the building Principal or Athletic Director

() All equipment is satisfactorily placed in storage areas

() All bills are collected and submitted for payment

() End of year results and stats are submitted to the Athletic Director

() All building and athletic keys were given back to the Principal or Athletic Director

() Evaluation has been performed by the Principal
(You will need to set up a time with the principal for an evaluation.)

I hereby state that the contract for the above extra-curricular activity have been reviewed and is completed in full. Final payment is approved to be paid by the Treasurer's office.

Signatures:

COACH / ADVISOR: _____ DATE: _____

PRINCIPAL: _____ DATE: _____

ATHLETIC DIRECTOR: _____ DATE: _____

STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY AGREEMENT

To access e-mail and/or the Internet at school, staff members must sign and return this form.

Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for business, *professional* and educational purposes only. Unauthorized or inappropriate use will result in a cancellation of this privilege.

The Board has implemented the use of a Technology Protection Measures, which is a specific technology that will protect against (e.g., block/filter) Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of staff members in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. () The Superintendent or _____ may disable the Technology Protection Measure to enable access for bona fide research or other lawful purposes.

Staff members accessing the Internet through the Board's computers/network assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

- () To the extent that a staff member has the proprietary rights to the design of a web site hosted on the Board's servers, the staff member agrees to license the use of the web site by the Board without further compensation.

Please complete the following information:

Staff Member's Full Name (please print): _____

School: _____

I have read and agree to abide by the Staff Network and Internet Acceptable Use and Safety Policy and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Staff Member's Signature: _____ Date: _____

The Superintendent is responsible for determining what is unauthorized or inappropriate use. The Superintendent may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Staff Network and Internet Acceptable Use and Safety Policy and related Guidelines and take such other disciplinary action as is appropriate pursuant to the applicable collective bargaining agreement and/or Board Policy.

WORKER'S COMPENSATION PROCEDURES

In the event a work-related injury should occur, the following steps need to be followed under the HPP.

- Notify your supervisor immediately.
- You or your supervisor will call 1-800-642-PLUS (7587) to report the injury and for your physician referral, and
- Go to an MCO doctor or clinic for treatment. Paulding County Hospital and Dr. Joe Kuhn are both eligible. For others request availability when you or supervisor report injury.
- Accident reports will still need to be filed with the Treasurer's Office within 24 hours of injury. This will consist of a completed accident investigation, witness statement, and supervisor's report.

In an emergency, seek immediate medical attention. The physician is required to call the MCO within 24 hours of treatment to report the injury.

If you have any concerns, please feel free to contact the Treasurer's Office.

This is considered contract language and an obligation of the Board.

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	\$200/\$400	\$400/800
Out-of-Pocket Maximum (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Office Services Including Office Surgeries, allergy serum, & injections (1) • Allergy testing	\$15 Covered in Full	40% 40%
Preventive Care Medical History Mammography (1), Pelvic Exams, Pap testing, & PSA tests Immunizations (1) Annual diabetic eye exam Annual Vision & Hearing exams	\$15	40%
Outpatient Physical Medicine Therapies (Combined Network & Non-network limits apply) Physical/Occupational therapy: 20/20 visit limit Spinal manipulations: 12 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility	20%	40%
Other Outpatient Services Hospital/Alternative Care Facility	20%	40%
Inpatient and Outpatient Professional Charges	20%	40%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	20%	40%
Hospice Services	20%	40%
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> Urgent Care Facility	\$100 \$35	\$100 \$35
Ambulance Services	20%	20%
Maternity Services	20%	40%
Behavioral Health Services • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient/Professional <small>These benefits have been tested & are compliant with Federal Mental Health Parity legislation. Call 1-800-788-4003 for authorized referral</small>	20% 20% No copayments/coinsurance No copayments/coinsurance	40% 40% 40% 40%
Lifetime Maximum (Combined Network and Non-Network)	Unlimited	Unlimited

This is considered contract language and an obligation of the Board.

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants Except Kidney and Cornea transplants (3)	Covered in Full	50%
Medical Supplies, Equipment, and Appliances	20%	40%
Prescription Drug Options ** Network Retail Pharmacies: (30 day supply) Includes diabetic test strip	\$10 Generic Formulary \$25 Brand Formulary \$40 Non-Formulary Brand & Generic	50%, min. \$40*
Anthem Rx Direct Mail Service: (90 day supply) Includes diabetic test strip	\$10 Generic Formulary \$25 Brand Formulary \$40 Non-Formulary Brand & Generic	Not Covered

Notes

- All deductibles and copayments apply to the Out-of-Pocket maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive care, Physician Office Services and Urgent Care).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (**Network**). Deductible(s) do apply to allergy testing on Saver Plans.
- Network and Non-network deductibles, copayments, and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year to age 26.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
- (1) These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- (2) Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
- (3) Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- * RX non-network diabetic/asthmatic supplies are not covered except diabetic test strips.
- ** If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Precertification:

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

Pre-Existing Exclusion Period: NONE

Grandfathered Health Plan

Anthem Blue Cross and Blue Shield believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that this plan may not include certain consumer protections of the affordable Care Act that apply to other plans, for example, the requirement for the provision of preventative health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections of the Affordable Care Act apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to Anthem Blue Cross and Blue Shield at the telephone number printed on the back of your member identification card, or contact our group benefits administrator if you do not have an identification card. For ERISA plans, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor Act at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This Web site has a table summarizing which protections do and do not apply to grandfathered health plans. For nonfederal governmental plans, you may also contact the U.S. Department of Health and Human Services at www.healthcare.gov.

Your Summary of Benefits



**Paulding County School Consortium
Lumenor Health Savings Accounts Emb51GHSA010 \$2500
Summary of Benefits, Effective 07/01/2014**

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does apply to family coverage.	Single: \$2,600 Family: \$5,000	Single: \$5,000 Family: \$10,000
Out-of-Pocket Limit	Single: \$3,500 Family: \$7,000	Single: \$7,000 Family: \$14,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician(PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: • Allergy injections (PCP and SCP) • Allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and Pharmaceuticals	0% 0% 0% 0%	30%
Preventive Care Services • Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening	NCE	30%
Emergency and Urgent Care • Emergency Room Services @ Hospital (facility/other covered services) Urgent Care Center Services • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, • Non-Maternity related Ultrasounds and Pharmaceuticals • Allergy injections • Allergy testing	0% 0% 0% 0% 0% 0%	0% 30%
Inpatient and Outpatient Professional Services include but are not limited to: • Medical Care visits, Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Blue 7.6		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. An independent licensee of the Blue Cross and Blue Shield Association. ©BlueShield marks: Blue Cross and Blue Shield Association.

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HDHP Plan

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> ● 90 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) ● 90 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> ● Surgery and administration of general anesthesia 	0%	30%
Other Outpatient Services Including but not limited to: <ul style="list-style-type: none"> ● Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. ● Home Care Services 100 visits (excludes IV Therapy) (Network/Non-network combined) ● Durable Medical Equipment, Orthotics and Prosthetics ● Physical Medicine Therapy Day Rehabilitation programs ● Hospice Care ● Ambulance Services 	0% 0%	30% 0%
Accidental Dental Services \$3,000 limit per accident (Network and Non-network combined)	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> ● Physician Home and Office Visits ● Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> ● Cardio Rehabilitation: 36 visits ● Pulmonary Rehabilitation: 20 visits ● Physical therapy: 20 visits ● Occupational therapy: 20 visits ● Speech therapy: 20 visits ● Manipulation therapy: 12 visits 	0% 0%	30% 30%
Behavioral Health Services: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> ● Inpatient Facility Services ● Physician Home and Office Visits (PCP/SPC) Other Outpatient Services @ Hospital/Alternative Care Facility	0% 0% 0%	30% 30% 30%
Human Organ and Tissue Transplants Acquisition and transplant procedures, harvest and storage.	0%	30%

Your Summary of Benefits

Out-of-Pocket Maximum	Network	Out-of-Pocket Max
Prescription Drugs <ul style="list-style-type: none"> • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Home Delivery Service: (90-day supply) Includes diabetic test strip <p>- Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service</p> <p>- Member may be responsible for additional cost when not selecting the available generic drug.</p> <p>Medicare Rx - Wrap</p>	\$10/\$35/\$70	50% min \$70 ¹
	\$10/\$88/\$175	Not covered

Notes:

- All deductible, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
 - Deductible(s) apply to covered services listed with copayments and a percentage (%) coinsurance, including 0%.
 - Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
 - Network and non-network deductibles coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
 - Dependent Age: to the end of the calendar year which the child attains age 26.
 - 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
 - Benefit period = calendar year
 - Hospital stay for Maternity coverage will not be limited to less than 48 hours for a vaginal delivery or 96 hours for a cesarean section.
 - Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
 - Private duty Nurse 82 visits calendar year/164 lifetime
 - Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
 - No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount
- ¹ We encourage you to review the Schedule of Benefits for limitations.
- ² Rx non-network diabetic/asthma supplies not covered except diabetic test strips.
- ⁴ \$10 per script max-\$200 30 day supply. This only applies to Option 2.

Preconditions:

Members are encouraged to always obtain prior approval when using non-network providers. Prior authorization will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: NONE

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform law. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

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

Your Anthem Dental Benefits
Paulding County Schools – Wayne Trace – Summary of Benefits – Effective 7/01/2004

APPENDIX X

This is considered contract language and an obligation of the Board.

This is a partial listing of benefits and services.

BENEFITS	MEMBER'S RESPONSIBILITIES
Annual Deductible (Single/Family)	\$25/\$50 single/family
Annual Maximum	\$2,500
PREVENTIVE Diagnostic and Preventive Services (<i>no deductible</i>) <ul style="list-style-type: none"> • oral evaluations • X-rays (bitewing) • Cleanings • Space maintainers • Palliative treatment • Other selected diagnostics and preventive services 	Covered in Full
PRIMARY (<i>deductible applied</i>) <ul style="list-style-type: none"> • X-ray (full mouth) • General anesthesia (surgical procedures) • I.V. sedation (surgical procedures) • Amalgam and composite restorations • Pin retention procedures • Root canal therapy • Apexification • Therapeutic pulpotomy • Other selected endodontic services • Simple and surgical tooth extractions • Other selected oral surgery services • Gingivectomy • Osseous surgery • Other selected periodontal services 	20%
COMPLEX (<i>deductible applied</i>) <ul style="list-style-type: none"> • Crowns/inlays/onlays • Partial and full dentures • Other selected prosthodontic services Missing Tooth Rider <i>Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.</i> <ul style="list-style-type: none"> • removable prosthodontics (partials or dentures) • fixed prosthodontics (bridges) for the replacement of teeth (or tooth) 	40% Not covered
ORTHODONTIC Orthodontic Services (<i>no deductible</i>) Dependent child to age 19 <ul style="list-style-type: none"> • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth • post orthodontic retention 	40% Child
Separate Orthodontic Lifetime Maximum	\$1,000
Provider Allowance	90 th percentile
Stand-alone Dental	Yes

Your Vision Plan Details: VSP Signature Plan

APPENDIX Y

Paulding County Schools – Wayne Trace – Summary of Benefits – Effective 9/01/2008

BENEFIT	VSP NETWORK DOCTOR*	NON-VSP PROVIDER
WellVision® Exam	Covered in full	Reimbursed up to \$35.00
Single Vision Lenses	Covered in full	Reimbursed up to \$25.00
Bifocal Lenses	Covered in full	Reimbursed up to \$40.00
Trifocal Lenses	Covered in full	Reimbursed up to \$55.00
Lenticular Lenses	Covered in full	Reimbursed up to \$80.00
Frame	Covered up to \$120.00 allowance (\$46.00 wholesale)	Reimbursed up to \$45.00

Contact Lens Services and Materials:

Elective (instead of glasses)	Covered up to \$120.00 (includes contact lens services & materials)	Reimbursed up to \$105.00
Necessary	Covered in full	Reimbursed up to \$210.00

* When covered in full services are obtained from a VSP Network doctor, the patient will have no out-of-pocket expenses other than any applicable copays.

The Plan Highlights: Signature Plan

Benefit	Benefit Highlights
WellVision Exam	Thorough eye exams can detect symptoms of serious eye conditions and health conditions, like diabetes and high cholesterol.
Lenses	In addition to covered in full glass or plastic lenses, VSP Network doctors provide cost controls on lens options, saving our members an average of 30% off their normal fees. Members also receive a 20% discount on additional pairs of prescription and non-prescription glasses, including sunglasses. Plus dependent children of members are eligible for covered in full polycarbonate lenses.
Frames	To ensure our members get the best value, our retail frame allowances are backed by a guaranteed wholesale allowance. This means the member receives the same value no matter which VSP Network doctor they visit. Members also receive 20% off any amount exceeding their allowance.
Contact Lenses	VSP Network doctors provide a 15% discount off their contact lens service. Plus, current soft contact lens wearers may qualify for a covered in full contact lens evaluation and initial supply of approved replacement lenses, when provided by a VSP Network doctor. With pre-approval from VSP, medically necessary contact lenses are covered in full from a VSP Network doctor.
Laser VisionCare Program	VSP contracted laser centers provide discounts for laser surgery, including PRK, LASIK and Custom LAKSIK.* Discounts average 15% off or 5% off if the laser center is offering a promotional price. Plus, members who've had PRK, LASIK or Custom LASIK vision correction surgery can use their covered in full benefit for sunglasses, instead of a prescription pair of glasses.
Low Vision	Low vision is vision loss sufficient enough to prevent reading and performing daily activities. With pre-approval from VSP, low vision supplemental testing is covered every 2 years. VSP will pay 75% of the cost for approved low vision aids, up to the maximum of \$1,000 (less any amount paid for supplemental testing) per member every 2 years.
Primary EyeCare	VSP network doctors provide supplemental medical coverage for specialty eyecare services and conditions, such as pink eye, and other urgent eyecare needs. Members can see their VSP doctor without a referral, as often as needed. A \$5.00 copay applies for each visit.
Exclusions and Limitations	There may be some materials and services with either limited or no coverage under this plan. Please contact your VSP representative for more information.

*Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member.

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

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

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

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

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

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

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

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

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____

Evaluator Signature ____ Date ____

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

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

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Classroom Walkthrough

Wayne Trace Local Schools

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.

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Standard 1: Student Learning		
	<p>C.E.</p> <hr style="width: 20%; margin: 10px auto;"/>	<p>Teachers understand student learning & development and respect the diversity of each student.</p> <ul style="list-style-type: none"> • Give examples of lesson plans, activities, or assessments that show differentiated instruction or log activities that have been completed to learn about student background, interests, and experiences. (ie. Interest inventory, student’s permanent records, talk to previous teachers) <ul style="list-style-type: none"> ○ 0-1 examples – Ineffective (1) ○ 2 examples – Developing (2) ○ 3 examples – Proficient (3) ○ 4 examples – Accomplished (4)
Standard 2: Understanding of Content Area		
	<p>C.E.</p> <hr style="width: 20%; margin: 10px auto;"/>	<p>Teachers know/understand the content area for which they have instructional responsibility.</p> <ul style="list-style-type: none"> • Create a list of completed standards and benchmarks in one unit of instruction for a course. <ul style="list-style-type: none"> ○ Not completed – Ineffective (1) ○ Completed – Accomplished (4) ○ Highly Qualified Teacher – Accomplished (4)

Standard 3: Assessment

C.E.

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Give examples of the situations in which you use formative and summative assessments and/or analyze the data from assessments to show student learning.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Skilled (3)
 - 4 examples – Accomplished (4)

Standard 4: Student Learning and Instruction

<p>C.E. Avg.</p>	<p>C.E.</p> <hr/>	<p>Teachers plan and deliver effective instruction that advances the learning of each individual student.</p> <ul style="list-style-type: none">• Provide examples of how you show progression, sequenced build up to understanding based on student needs.<ul style="list-style-type: none">○ 0-1 examples – Ineffective (1)○ 2 examples – Developing (2)○ 3 examples – Proficient (3)○ 4 examples – Accomplished (4)
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Standard 5: Learning Environment

<p>C.E. Avg.</p> <hr/>	<p>C.E.</p> <hr/>	<p>Teachers create learning environments that promote high level of learning and achievement for all students.</p> <ul style="list-style-type: none">• Provide examples of how you create an environment that is conducive to learning and promotes student achievement.<ul style="list-style-type: none">○ 0-1 examples - Ineffective (1)○ 2 examples - Developing (2)○ 3 examples - Skilled (3)○ 4 examples – Accomplished (4)
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Standard 6: Collaborate and Communicate

C.E

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

- Keep a log of communication between parents, teachers, administrators, community, and/or student intervention.
 - 0-1 examples – Ineffective (1)
 - 2 examples – Developing (2)
 - 3 examples – Skilled (3)
 - 4 examples – Accomplished (4)

Standard 7: Professional Growth and Professionalism

<p>C.E. Avg.</p>	<p>C.E</p> <p>_____</p>	<p>Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.</p> <ul style="list-style-type: none">• Submit Professional Growth Plan, Individualized Professional Development Plan.<ul style="list-style-type: none">○ 1 examples – Accomplished (4) OR• Listed professional organizations, clubs, committees and extra-curricular activities that you advise, or assist with or create a log of workshops, conferences, etc., for professional development.<ul style="list-style-type: none">○ 0-1 examples – Ineffective (1)○ 2 examples – Developing (2)○ 3 examples – Skilled (3)○ 4 examples – Accomplished (4)
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Scoring

Standard 1 Credentialed Evaluator Scores

Standard 2 Credentialed Evaluator Scores

Standard 3 Credentialed Evaluator Scores

Standard 4 Credentialed Evaluator Scores

Standard 5 Credentialed Evaluator Scores

Standard 6 Credentialed Evaluator Scores

Standard 7 Credentialed Evaluator Scores

Total:

Average of Total:

(Average of Total Here)

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

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

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

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Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Mentor/Mentee Change Form

Teacher _____ Date _____

I am requesting a different mentor.

I am requesting to be released from my mentor position with the following mentee
_____. I understand my supplemental will be prorated based
on the amount of time already spent.

Signature Date

5330 F1/

PARENT REQUEST AND AUTHORIZATION TO ADMINISTER A PRESCRIBED
MEDICATION/DRUG OR TREATMENT

To the Parent:

THE FOLLOWING INFORMATION IS NECESSARY FOR ANY STUDENT TO USE PRESCRIBED MEDICATIONS OR TO RECEIVE TREATMENT IN SCHOOL. ALL SPACES MUST BE COMPLETED.

_____	_____
Name of Student	Address
_____	_____
School	Grade

- A. I am requesting permission for my child named above to: (Check all that apply)
- _____ use or receive prescribed medication
 - _____ receive prescribed treatment
 - _____ self-administer prescribed medication(s) in my presence or that of an authorized staff member

In accordance with the authorized prescription.

- B. I will assume responsibility for safe delivery of the medication/drug to school. (The medication/drug must be received by the District (i.e., the person authorized to administer the drug to the student) in the container in which it was dispensed by the prescriber or a licensed pharmacist.)
- C. I will notify the school immediately if there is any change in the use of the medication/drug or the prescribed treatment. (You must submit to the District a revised licensed prescriber's statement, signed by the prescriber, if any of the information contained in the statement changes.)
- D. I release and agree to hold the Board of Education, its officials, and its employees harmless from any and all liability foreseeable or unforeseeable for damages or injury resulting directly or indirectly from this authorization.

_____	_____
Signature of Parent*	Date
_____	_____
Home Telephone	Work Telephone

*Parent, guardian, or other person having care or charge of the student.

LICENSED PRESCRIBER'S STATEMENT

To the Prescriber:

The School District requires that all of the following information be provided before It will administer medication or treatment to the student.

Name of Student _____ Address _____

School _____ Class/Grade _____

I am a licensed health professional authorized to prescribe drugs, and I have prescribed the following medication to the above named student (specify the name of the drug) _____

Date the administration of the drug is to begin _____

Date the administration of the drug is to cease _____

Specify the dosage of the drug to be administered, and the times or intervals at which each dosage of the drug is to be administered _____

Specify any special instructions for administration of the drug, including sterile conditions and storage _____

Report the following side effects (i.e., severe adverse reactions) to my office immediately _____

Prescriber's Signature _____ Telephone _____

Printed/Typed Name _____ Date _____

**AMOUNTS TO BE PAID BY THE BOARD OF EDUCATION FOR
INSURANCE OPT OUT****TEACHERS**

Bargaining unit members who have elected **not to enroll in ANY** of the Hospital Surgical and Major Medical Insurance Plan: **189.38 per month**

Bargaining unit members who have elected **to enroll in a SINGLE PLAN** of the Hospital Surgical and Major Medical Insurance Plan: **94.46 per month**

10-12 MONTH CLASSIFIED

10-12 month classified employees who have elected **not to enroll for ANY** of the Hospital Surgical and Major Medical Insurance Plan: **151.46 per month**

10-12 month classified employees who have elected **to enroll in a SINGLE PLAN** of the Hospital Surgical and Major Medical Insurance Plan: **75.60 per month**

OTHER CLASSIFIED

Other classified employees who have elected **not to enroll for ANY** of the Hospital Surgical and Major Medical Insurance Plan: **90.90 per month**

Subject to change based on the increase or decrease of health insurance premiums each year.