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NEGOTIATED AGREEMENT

between the

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

and the

WAYNESFIELD-GOSHEN EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2012 - JUNE 30, 2013

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ARTICLE I -- RECOGNITION

A. Recognition of Association

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

B. Recognition of Board of Education

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

ARTICLE II -- NEGOTIATIONS PROCEDURE

A. Meetings and Meetings Requests

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

B. Representation

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

C. Information

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

D. Caucuses

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

E. Protocol

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

F. Schedule of Meetings

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

G. Agreement

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

H. Final Agreement

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

I. Dispute Settlement Procedure

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

J. Scope of Bargaining

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

ARTICLE III -- LEAVES OF ABSENCE

A. Sick Leave

1. Each full time employee shall be entitled for each completed month of service to sick leave of one and one-fourth (1¼) workdays with pay. Employees in continuous service will accumulate fifteen (15) days per year.

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

8. Any certified employee who does not utilize any sick days during his/her contracted school year shall receive one (1) day's pay at his/her per diem rate payable on or before the final pay period in June of the applicable school year.
9. Falsification of sick leave shall be subject to disciplinary action in accordance with the provisions of O.R.C. §3319.141.

B. Maternity Leave

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

C. Child Care Leave

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

D. Professional Leave

1. Request by an employee for permission to attend professional meetings shall be made to their Principal at least one (1) week in advance of said meeting. The request will be accepted or rejected and returned to the employee within three (3) working days.

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

E. Sabbatical Leave

1. A teacher who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, his/her pupils, and the District. The Board shall act on the application and notify the teacher within thirty (30) days after receipt of said application.
2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one (1) semester or one (1) school year, but may not exceed a total period of one (1) year.
3. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premium to the Treasurer on a timely basis. The Board may pay a partial salary to a teacher on approved sabbatical leave, equal to but not to

exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.

4. The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.

F. Assault Leave

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

G. Personal Leave

1. Three (3) days of personal leave per year may be granted for urgent personal business upon request to the Superintendent.
2. Personal leave must be requested two (2) days in advance except in emergency situations.
3. Personal leave may be taken in either one-quarter (1/4) day, one-half (1/2) day or full day blocks of time upon approval by the Administration.
4. Except in emergencies, such days shall not be allowed on days immediately preceding or following holiday or vacation days nor on the first or last day of school.
5. Request for personal leave must be made on the form on the H.R. Kiosk.
6. Personal leave days shall not be cumulative.

7. Any certified employee who does not utilize any personal days during his/her contracted school year will receive One Hundred Dollars (\$100.00) in additional pay, payable on or before the final pay period in June of the applicable school year. Any certified employee who utilizes only one (1) personal day during his/her contracted school year will receive Fifty Dollars (\$50.00) in additional pay, payable on or before the final pay period in June of the applicable school year.
8. No more than ten percent (10%) of the bargaining unit may take personal leave on the same day. Requests will be honored consistent with this section on a first come, first serve basis.

H. Military Leave

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

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

2. Extended Military Leave

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

I. Court/Jury Duty Leave

1. A teacher shall be excused for service on a jury without loss of pay or benefits so long as the teacher promptly submits to the Treasurer proof of jury service and the remuneration, excluding mileage and any other cash disbursements, received for such service.
2. A teacher shall be excused without loss of pay in order to serve as a witness in an Ohio Court of Law under the following conditions:
 - a. The teacher is served with a valid subpoena to appear;
 - b. The matter upon which the teacher is testifying is school related; and
 - c. The matter is not related to an employment issue or other matter in which a member of the bargaining unit or the Association is a plaintiff and the Board is a defendant in this case.

J. Unpaid Leaves of Absence

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

K. Returning From Leave

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

- L. Effective for the 2011-2012 school year, all leaves of absence will be completed on the HR-Kiosk on WOCO's website. In the event a teacher is unable to report a leave on the HR-Kiosk either due to an emergency or due to limited computer access, a leave may be reported by a telephone call to the appropriate administrator. HR-Kiosk training will take place prior to the end of the 2010-2011 school year.

ARTICLE IV -- GRIEVANCE PROCEDURE

A. Definitions

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

4. Immediate Supervisor -- The Administrator assigned to evaluate the grievant.

B. General Practices

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

C. Grievance Procedure

1. Step One (Informal Procedure) -- Within twenty (20) days from the occurrence or event giving rise to the alleged grievance, the grievant may submit in writing a request for a meeting with his/her immediate supervisor in an attempt to resolve the problem informally.
2. Step Two (Formal Procedure) -- If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting but no later than twenty-five (25) days from the occurrence or event giving rise to the alleged grievance, submit a formal written grievance to the immediate supervisor. (See Appendix A.) The immediate supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.
3. Step Three -- Within five (5) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be

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

4. Step Four -- If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant may request a review by the Board. This written request should be directed to the Treasurer of the Board, with a copy to the Superintendent. The Board shall meet with the grievant in executive session at the next regularly scheduled Board meeting. A written decision shall be rendered by the Board within fifteen (15) days after the meeting.

ARTICLE V -- VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Vacancies

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

B. Transfers

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

C. Assignments

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

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

ARTICLE VI -- CONTRACTS

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

following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

ARTICLE VII -- REDUCTION IN FORCE

A. The Board may reduce the number of teaching positions by suspending contracts (Limited, Continuing, Extended Service and/or Supplemental) for one or more of the following reasons:

1. Decreased enrollment of pupils in accordance with law;
2. Return to duty of regular teachers after leaves of absence;
3. Suspension of schools or territorial changes affecting the District; and
4. Financial reasons.

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

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

B. The Board will notify the Association twenty-five (25) days prior to taking action on staff reductions.

C. Nothing herein shall preclude the lawful non-renewal of a teacher's limited contract.

D. Suspension of Contracts

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

Procedure:

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation

procedure of this Agreement. Suspension of contracts shall be recommended by licensure/certification area and an order shall be based on the following:

- a. First, the Board shall handle staff reductions through normal attrition (early retirement, resignations, etc.).
- b. Second, limited contract teachers shall be reduced first utilizing the following order:
 1. Licensure/Certification.
 2. Competency as determined by formal evaluation.
 3. When evaluations are comparable, seniority in the District shall prevail.
- c. Third, continuing contract teachers shall be reduced by utilizing the following order:
 1. Licensure/Certification.
 2. Competency as determined by formal evaluation.
 3. When evaluations are comparable, seniority in the District shall prevail.
- d. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

E. Seniority

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

F. Continuing Contracts

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

G. Determination of Seniority

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

H. Recall

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

I. Availability For Recall

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

ARTICLE VIII -- PERSONNEL FILES

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

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

ARTICLE IX -- SCHOOL CALENDAR

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

ARTICLE X -- SCHOOL DAY

- A. The school day, exclusive of meetings and other school-scheduled events where specifically requested by the Administration, shall be defined as the time during which members of the bargaining unit are to be in attendance.
- B. The school day shall be seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch period each day. The normal adopted school day for teachers will not extend beyond 3:15 p.m. However, under extreme circumstances, the Board and Administration shall have the right to extend the school day up to one (1) hour beyond 3:15 p.m. The definition of “extreme circumstances” includes a day in which “inclement weather” may clear early enough, that with a three (3) hour delay would allow school to be in session. This exception would allow a three (3) hour delay schedule to be developed. Those staff members currently involved in career improvement immediately after school shall be exempt. The staff member must have notified his/her building administrator of courses being taken prior to the day of delay.
- C. The Board will provide independent, individual planning time of at least two hundred (200) minutes per week; with the following exceptions:
 - 1. Any school day that does not conform to a regular eight (8) period day, including days such as career day/art day, OAA and OGT test days, and other special days
 - 2. Meetings with Intervention teachers concerning special education students
 - 3. Meetings with parents
 - 4. Meetings with principals and/or the superintendent
 - 5. Voluntary work of teachers; such as meeting with other teachers to improve instruction and compare best practices; to tutor students, to offer intervention and extra help; and other work that adds value to the district.
- D. If a change to the school day schedule is to be considered, a committee of three administrators and three teachers (teachers appointed by WGEA) will develop the changes to be implemented and recommend to the Board. The committee is advisory only.
- E. Any teacher who is requested to perform services as a substitute teacher during his/her planning time shall be compensated at a prorated tutor rate for all such services performed.
- F. The Board and Administration agree that school make-up days shall exclude both Saturday and Sunday.

ARTICLE XI -- SEVERABILITY

- A. This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in O.R.C. §4117.10(A)) and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of

competent jurisdiction, determine, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

- B. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the FMCS shall be utilized to resolve the dispute.

ARTICLE XII -- ASSOCIATION RIGHTS

- A. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided by the Board in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes in accordance with Federal law for receipt of mail or communications to teachers.
- B. The Association shall have the right to represent and be present with teachers in all discussions dealing with wages, hours, and terms and conditions of employment.
- C. The District shall provide the Association with two (2) copies of the complete Board of Education meeting agenda in advance of the Board meeting, except for materials that are for executive sessions.
- D. The Association President or his/her designee shall be provided two (2) days of Association leave for the purpose of conducting Association business at no loss of salary or other benefits and without effect on personal leave or other leaves of absence.
- E. The Association shall appoint all teacher representative(s) on all committees which consider wages, fringe benefits, terms of employment and working conditions.
- F. The Association's designated representative shall be given sufficient time on the end of the agenda at faculty meetings and workshops to present reports and announcements for the Association.
- G. The District agrees to furnish to the Association public information related to the financial and educational operation of the District. Such public information shall, if possible, be furnished within five (5) days of receipt of request from the Association. A copy of all Board minutes shall be provided to the Association automatically, without specific request, within a reasonable time of any Board meeting.
- H. The rights granted herein to the Association shall not be granted or extended to any competing organizations.
- I. The Association may use the school facilities and equipment at no charge.

J. The Association Representative has the right to contact bargaining unit members during the school day as long as it does not interfere with class time with students.

K. The Association President will be notified of any changes in Board Policy that affects teachers and will be given a copy of an updated Board Policy Book.

L. Building Councils

1. Building Councils shall be formed in the elementary and secondary sections. The Council shall consist of bargaining unit members from within the section and the Principal. Chairmanship will be limited to a member of the bargaining unit selected by the teachers.

2. The purpose of the Council will be to provide a vehicle for communication between teachers from within the building and the Principal of the building. The Building Council shall meet with the building Principal at the request of either Principal or Council to discuss matters of concern to either or both parties. Minutes of these meetings will be sent to the Association President and the Superintendent.

M. Labor Management Meetings

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

ARTICLE XIII -- SALARY AND FRINGE BENEFITS

A. Salary Provisions

1. The BA-0 base salary shall be Thirty-One Thousand One Hundred Twelve Dollars (\$31,112) for the 2012-2013 school year.

2. The salary index shall be as indicated in Appendix C but is frozen for the 2012-2013 school year. In lieu of step increases, all bargaining unit members that would have been eligible to move a step between steps 1 and 12 will receive a one-time payment of Five Hundred Dollars (\$500.00) and all bargaining unit members that would have been eligible to move a step between steps 13 and 28 will receive a one-time payment of Two Hundred Fifty Dollars (\$250.00); the payments will be made the first pay in December 2012.

3. See Appendix D for the 2012-2013 Salary Schedule.

4. Effective with the first pay of the 1998-99 school year, the Board will implement mandatory direct deposit of pay for all members of the bargaining unit at the bank of the member's choice.
5. Effective with the first pay of the 2010-2011 school year, all pay stubs will be sent electronically to the bargaining unit member's school e-mail account.

B. Mileage

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

C. Experience Credit

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

D. Supplemental Contracts

1. Extra duty assignments will be covered by supplemental contracts. Those extra duty assignments covered by supplemental contracts will be paid in accordance with the supplemental contract salary schedule in Appendix F for the duration of this Agreement. All supplemental contracts will be treated as limited contracts and limited to one (1) year. If the Superintendent intends to recommend the same bargaining unit individual for re-employment for the same duty, the position need not be posted. However, if the employee does not wish a renewal of this contract, they shall notify the Board by April 1.
2. No supplemental contract shall be required or contingent upon any teaching assignment or teaching contract.
3. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate in good faith with the Association with respect to the salary for the position.
4. Supplemental contracts will be paid in a lump sum immediately following the completion of the duty or yearly contracts will be paid in regular pay.
5. Those teachers who have been under supplemental contracts while employed in another district and are awarded a supplemental contract for the equivalent or lesser position in the same sport (i.e., head baseball coach = head baseball coach or head baseball coach = assistant baseball coach) in the Waynesfield-Goshen Local School District shall be credited with the number of years of prior

experience in the other school district on the supplemental salary schedule. Whether a supplemental position is equivalent or lesser to a supplemental position held in a previous school district shall be decided by the Superintendent, whose decision shall be final. This provision shall only apply to those teachers who are new to the District and employed by the Board under regular contracts after July 1, 1993. This provision shall not apply to those teachers who were employed by the Board prior to July 1, 1993.

6. In the event a supplemental head coaching position is not filled by a bargaining unit member:
 - (1) The selected employee for the position shall remain in the position until the employee resigns, retires, is non-renewed or terminated by the Board; at which time a bargaining unit member will again have the opportunity to fill the position.
 - (2) If a qualified bargaining unit member expresses an interest in a head coaching position at Spring posting, interviews will be conducted by the appropriate administrators and the best candidate for the job will be recommended for the position.
 - (3) This provision supersedes O.R.C. §3313.53.

7. Hourly Rate for Service on a Leadership Team

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

E. Severance Pay

The Board will pay severance pay on the following basis:

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

5. Severance pay will be paid only once to an employee. Upon accepting severance pay, the employee cancels all remaining unused sick leave.

F. STRS Tax Deferred Pick-up

1. The Treasurer of the District shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for an employee's total annual salaries otherwise payable under his/her contract (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contribution to STRS based upon the total annual salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the withholding based upon gross income as reported to the respective tax authorities.
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the 1985-86 school year.

8. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
9. Should the Board’s payment of deferred salary cause an individual bargaining unit member’s annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

G. Insurances

1. Medical Insurance

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

2. Life Insurance

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

3. Dental Insurance

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

4. Vision Care Reimbursement

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

5. Plan Provider

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

H. Classroom Supplies

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

ARTICLE XIV -- TEACHER EVALUATION

- A. Until the end of this negotiated agreement, June 30, 2013, Numbers 1-19 below will remain as the official evaluation procedure. Teachers may also volunteer to use the 50% side that includes the new observation process, walk-throughs, and other standards based process in preparation for the 2013-2014 school year. All employment contract action will be based on the current system 1-19 below.
- B. By September 1, 2012, a committee of one school board member, superintendent, two building principals, and four teachers (teachers appointed by WGEA) will be formed to begin the collaborative process of developing the OTES (Ohio Teacher Evaluation System) procedure for the Waynesfield-Goshen Local Schools.
- C. The OTES committee will carefully review the ODE Model Board Policy for potential use as a template for the W-G Board Policy, with local modifications that do not conflict with Ohio law, and ODE rules and regulations.
- D. By October 1, 2012, this committee will have completed the Gap Analysis prescribed by the Ohio Department of Education.
- E. At the April 2013 school board meeting, this committee will present their proposal for OTES (Ohio Teacher Evaluation System) to the Board for Board adoption by July 1, 2013.
- F. By September 1, 2013, the teaching staff will have been provided comprehensive professional development on the tools and procedures of the Board approved OTES (Ohio Teacher Evaluation System) for Waynesfield-Goshen Local Schools. Comprehensive professional development is attendance at the official Ohio Department of Education OTES evaluator training.
- G. Teacher Evaluation Process
1. The purpose of periodic formal evaluation is the improvement of instruction and the teacher's performance.
 2. Building Principals shall acquaint teachers in their respective building with the evaluation system in effect, procedures for observations, and forms to be used.

3. The Evaluator shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements.
4. During the first year of employment with the District, and teachers whose contracts are up for renewal will be observed a minimum of three (3) times. At least two (2) of the observations will occur during the first semester. At least one (1) observation will occur during the second semester but prior to March 31. A summative evaluation will be completed on or before April 10.
5. All other limited contract teachers will be observed a minimum of two (2) times per year. The observations shall be done one (1) each semester, and one (1) summative evaluation will be in writing. After two (2) observations and a written evaluation, a post conference will be held with the teacher and immediate supervisor within ten work (10) days.
6. Continuing contract teachers will be observed a minimum of once every two (2) school years.
7. All classroom observations shall be at least thirty (30) minutes in duration in the same class period. The observer shall complete the Teachers Classroom Observations Form (See Appendix G) for each observation performed. The immediate supervisor will notify the teacher of the first classroom observation for evaluation purposes at least one (1) day in advance. Additional observations may be unannounced.
8. All observations and other documented items will be consolidated into the annual Summative Evaluation Form. (See Appendix H) A copy of any such referenced documents shall be given to the teacher. A teacher's signature on an evaluation form does not mean the teacher agrees with the evaluation.
9. Should a teacher disagree with an Observation or the Summative Evaluation Form, the teacher may file a written response which shall be attached to the appropriate form.
10. Copies of all completed Observation and Summative Evaluation Forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.
11. All observations and evaluations will be written on the negotiated forms that are part of this Contract.
12. The teacher and administrator may take one (1) representative to any and all conferences in this procedure. The representative shall be from the Association and the teacher shall give at least forty-eight (48) hours notice if a representative will be present at the conference.

13. Time limits may be extended by written mutual agreement.
14. If any category on the Teacher Summative Evaluation Form is marked unsatisfactory (U), the evaluator shall inform the teacher on the evaluation form, or attachments thereto, of the reasons for the unsatisfactory rating.
15. When a problem is identified, an administrator will assist the teacher to set up written goals and objectives for improvement in the problem area(s). The primary burden for teacher improvement rests with the teacher.
16. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before April 10 of that year.
17. It is the intention of the parties that this procedure supersedes Ohio Revised Code or Ohio Administrative Code including, but not limited to, O.R.C. §§3319.11 and 3319.111.
18. Copies of evaluations and/or conference summaries will be provided to the teacher the day of the conference or by the end of the following teacher workday.
19. Should a teacher not be evaluated by an administrator/supervisor under the above-mentioned guidelines, the teacher may notify the Superintendent.

ARTICLE XV -- DEFINITIONS

- A. "Association" means the Waynesfield-Goshen Education Association and its affiliated organizations (OEA/NEA/WOEA) which is the exclusive bargaining agent for the bargaining unit.
- B. "Board" means the Board of Education of the School District of Waynesfield-Goshen, that is a party to this Agreement.
- C. "Days" mean calendar days except when otherwise indicated in this Agreement.
- D. "District" means the employer known as the School District of Waynesfield-Goshen.
- E. "Employee" means a person who is a member of the bargaining unit as defined in Article I of this Agreement.
- F. "Employer" means the same as "District."
- G. "Immediate Supervisor" means the supervisor to whom the employee (teacher) directly reports.
- H. "NEA" means the National Education Association.

- I. “WGEA” means the Waynesfield-Goshen Education Association.
- J. “OEA” means the Ohio Education Association.
- K. “Teacher” means the same as Employee, i.e., a member of the bargaining unit.
- L. “WOEA” means the Western Ohio Education Association.
- M. “Extended Contract” means the extended time worked before and after the regular contract year.
- N. “Full-Time Employee” is a bargaining unit member that works a full workday exclusive of lunch.
- O. “Part-Time Employee” is a bargaining unit member that works less than a full workday and the salary is paid on a pro ratio percentage (based upon the part-time employee’s workday).
- P. “Evaluator” – Evaluation of an employee shall be conducted by the employee’s immediate supervisor or as designated by a Peer Assistance Review (PAR) program as negotiated. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. With the exception of a PAR program, the evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to O.R.C. §§ 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of O.R.C. §3319.22 or pursuant to O.R.C. §3319.111 (A).

ARTICLE XVI -- DUES DEDUCTION

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

ARTICLE XVII -- CLASS SIZE

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

ARTICLE XVIII -- LONG TERM SUBSTITUTES

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

ARTICLE XIX -- MENTORSHIP PROGRAM

The WGEA and the Board agree to establish a mentorship program for first year teachers and any teacher on a one (1) year contract.

ARTICLE XX — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

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

ARTICLE XXI — CONTINUING EDUCATION ASSISTANCE

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

ARTICLE XXII – EMPLOYMENT OF RETIRED TEACHERS

- A. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. A Retiree shall be paid at the five - year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supercede Chapter 3317 of the Ohio Revised Code. A Retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of seven hours, thirty minutes.
- C. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111. Article VI of the Negotiated Agreement and O.R.C. §3313.53 are waived with respect to Retiree eligibility for supplemental contracts, which shall only be offered to a Retiree at the Superintendent's discretion.
- D. A Retiree shall accumulate and may use sick leave in accordance with Article III of the Negotiated Agreement, but shall not be entitled to severance pay under Article XIII of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- E. A Retiree is entitled to participate in insurances provided to bargaining unit members under Article XIII of the Negotiated Agreement only by paying the full cost of such insurances.

- F. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article VII of the Negotiated Agreement, or under O.R.C. §3319.17.
- G. The Board and the Association expressly intend that this Article supercede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.
- H. The provisions of Article XIX of the Negotiated Agreement (Mentorship Program) shall not apply to a Retiree. This Article shall not apply to a Retiree who is already employed by the Board under a teaching contract as of June 10, 2002.

ARTICLE XXIII -- DURATION AND INTENT OF AGREEMENT

- A. This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period except as required by Chapter 4117 of the Ohio Revised Code.
- B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules, and regulations as it deems appropriate in accordance with those laws.
- C. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- D. This Agreement shall be in effect from July 1, 2012, through June 30, 2013.

ARTICLE XXIV -- SIGNATURES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on this _____ day of _____, 2012.

FOR THE BOARD:

FOR THE ASSOCIATION:

President, Board of Education

President, WGEA

Superintendent

Treasurer

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

Grievant's Name: _____

Grievant's Building Assignment: _____

Date Grievance Occurred: _____

Date of Formal Filing: _____

Level Grievance Initiated: _____

Statement of Grievance:

Remedy Sought:

Signature of Grievant: _____

Date of Signature: _____

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

WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
TRANSFER REQUEST FORM

Name _____ Date _____

Present Position

Request Transfer to _____

My areas of certification are _____

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

Signature

WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
CERTIFIED EMPLOYEE SALARY INDEX
(Effective July 1, 2012)

According to Article XIII – Salary and Fringe Benefits – Section A(2), the salary index shall be as indicated in Appendix C, but is frozen for the 2012-2013 school year.

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

17	1.494 +500	1.597 +500	1.719 +500	1.719 +1000
20	1.494 +1000	1.597 +1000	1.719 +1000	1.719 +1500
23	1.494 +1500	1.597 +1500	1.719 +1500	1.719 +2000
25	1.494 +2000	1.597 +2000	1.719 +2000	1.719 +2500
28	1.494 +2500	1.597 +2500	1.719 +2500	1.719 +3000

WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
2012-2013 CERTIFICATED EMPLOYEE SALARY SCHEDULE

<u>Experience Step</u>	<u>Bachelors</u>	<u>BA + 15 Sem.</u> <u>Hrs.</u>	<u>Masters</u>	<u>Masters + 15</u> <u>Sem. Hrs.)</u>
0	31,112 1.000	32,294 1.038	34,068 1.095	34,068 1.095
1	32,294 1.038	33,632 1.081	35,561 1.143	35,561 1.143
2	33,477 1.076	34,970 1.124	37,055 1.191	37,055 1.191
3	34,659 1.114	36,308 1.167	38,548 1.239	38,548 1.239
4	35,841 1.152	37,646 1.210	40,041 1.287	40,041 1.287
5	37,023 1.190	38,984 1.253	41,535 1.335	41,535 1.335
6	38,206 1.228	40,321 1.296	43,028 1.383	43,028 1.383
7	39,388 1.266	41,659 1.339	44,521 1.431	44,521 1.431
8	40,570 1.304	42,997 1.382	46,015 1.479	46,515 1.479 +500
9	41,752 1.342	44,335 1.425	47,508 1.527	48,008 1.527 +500
10	42,935 1.380	45,673 1.468	49,002 1.575	49,502 1.575 +500
11	44,117 1.418	47,010 1.511	50,495 1.623	50,995 1.623 +500
12	45,299 1.456	48,348 1.554	51,988 1.671	52,488 1.671 +500
15	45,799 1.456 +500	48,848 1.554 +500	52,488 1.671 +500	52,988 1.671 +1000

17	46,982 1.494 +500	50,186 1.597 +500	53,982 1.719 +500	54,482 1.719 +1000
20	47,482 1.494 +1000	50,686 1.597 +1000	54,482 1.719 +1000	54,982 1.719 +1500
23	47,982 1.494 +1500	51,186 1.597 +1500	54,982 1.719 +1500	55,482 1.719 +2000
25	48,482 1.494 +2000	51,686 1.597 +2000	55,482 1.719 +2000	55,982 1.719 +2500
28	48,982 1.494 +2500	52,186 1.597 +2500	55,982 1.719 +2500	56,482 1.719 +3000

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

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

SPRING

Head Baseball	7½%	\$2333.40	8%	\$2488.96
Assistant Baseball (minimum players – 12)	4%	\$1244.48	4½%	\$1400.04
Head Softball	7½%	\$2333.40	8%	\$2488.96
Assistant Softball (minimum players – 12)	4%	\$1244.48	4½%	\$1400.04
Boys Head Track	8½%	\$2644.52	9%	\$2800.08
Girls Head Track	8½%	\$2644.52	9%	\$2800.08
Assistant Track (minimum players – 24)	5%	\$1555.60	5½%	\$1711.16
Jr. High Track	5%	\$1555.60	5½%	\$1711.16
Assistant Jr. High Track	4%	\$1244.48	4½%	\$1400.04

OTHER SUPPLEMENTALS

Yearbook Advisor	5%	\$1555.60	5½%	\$1711.16
Senior Class Advisor	1½%	\$ 466.68	2%	\$ 622.24
Junior Class Advisor	3½%	\$1088.92	4%	\$1244.48
Sophomore Class Advisor	1%	\$ 311.12	1½%	\$ 466.68
Freshman Class Advisor	1%	\$ 311.12	1½%	\$ 466.68
Pep Band (minimum of 10 events)	2%	\$ 622.24	2½%	\$ 777.80
Marching Band	6½%	\$2022.28	7%	\$2177.84
Summer Band (3 summer events)	3%	\$ 933.36	3½%	\$1088.92
Drama Director	3%	\$ 933.36	3½%	\$1088.92
Musical Director	3%	\$ 933.36	3½%	\$1088.92
Pit Orchestra Director	2%	\$ 622.24	2½%	\$ 777.80
Jazz (Show) Choir Director (3 events)	3%	\$ 933.36	3½%	\$1088.92
Solo/Ensemble-Instrumental	\$15.00 per hr.	20 hr. max.	\$15.00 per hr.	20 hr. max.
Solo/Ensemble-Vocal	\$15.00 per hr.	20 hr. max.	\$15.00 per hr.	20 hr. max.
Student Council	3%	\$ 933.36	3½%	\$1088.92
Science/Art Fair	\$15.00 per hr.	5 hr. max. per event	\$15.00 per hr.	5 hr. max. per event
National Honor Society	2%	\$ 622.24	2½%	\$ 777.80
JH National Honor Society	1%	\$ 311.12	1½%	\$ 466.68
Wellness Coordinator	4%	\$1244.48	4½%	\$1400.04
Home/Proficiency Tutor	\$25.00 per hr.	Hours as assigned	\$25.00 per hr.	Hours as assigned
DLT and BLT	\$18.00 per hr.	Meetings attended	\$18.00 per hr.	Meetings attended

WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
TEACHER OBSERVATION FORM

Administrator _____

Staff Member _____

Grade Level _____

Subject Area Observed _____

Number in Class _____

Date _____

Time _____

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

I. MANAGEMENT OF INSTRUCTIONAL TIME

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

II. MANAGEMENT OF STUDENT BEHAVIOR

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

III. INSTRUCTIONAL PRESENTATION

_____ provides positive, safe, learning environment._____ assigns tasks and asks questions that are clear and relevant which students handle with a high rate of success._____ begins lesson or instructional activity with a review of previous material._____ introduces the lesson or instructional activity by stating its purpose._____ summarizes the main point(s) of the lesson at the end of the lesson or instructional activity._____ presents lesson using language that is understandable to the students.

- _____ makes sure that assignments are clear.
- _____ provides relevant examples and demonstrations to illustrate concepts, principles and skills which encourage students to extend their thinking.
- _____ speaks fluently and precisely.
- _____ makes transitions between lessons and between instructional activities within lessons efficiently and smoothly.
- _____ conducts lesson at a brisk pace, responding to student questions and comments quickly and slowing presentation only when necessary for student understanding.
- _____ provides for individual differences.

IV. INSTRUCTIONAL MONITORING

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

V. INSTRUCTIONAL FEEDBACK

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

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

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

This certifies that I have seen this evaluation.

Staff Member's Signature

Date

Administrator's Signature

Date

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

Name of Person Evaluated

School Name

School year

Period of Evaluation: from _____ to _____

Date: _____

Primary Assignment: _____

Certification Area: _____

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

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

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

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

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

Special Contributions: _____

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

Signature of Evaluator

Position

Date

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

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

Date