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NEGOTIATED AGREEMENT

between the

WELLINGTON EDUCATION ASSOCIATION

and the

**WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION**

JULY 1, 2013

TO

JUNE 30, 2016

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**NEGOTIATED AGREEMENT BETWEEN THE WELLINGTON
EDUCATION ASSOCIATION AND THE WELLINGTON EXEMPTED
VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION**

ARTICLE I - RECOGNITION

- A. The Wellington Exempted Village School District Board of Education (hereinafter referred to as the Board) recognizes the Wellington Education Association, an OEA/NEA local (hereinafter referred to as the Association), as the exclusive bargaining representative for all certified teachers. Substitutes, aides, tutors, psychologists, non-certified personnel, and all administrative and supervisory staff are specifically excluded from the bargaining unit.
- B. No Association member will also serve as an administrator or supervisor with the authority to evaluate or provide input into another member's evaluation, or play any role in the discipline of another bargaining unit member.
- C. Part-time Definition: Part-time employees shall be those that work less than seven (7) hours or who work less than the minimal standard one hundred twenty (120) work days in a work year.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. Either the Association or the Board may initiate negotiations by letter of submission to the other party no earlier than January 15 in the year the contract expires. The party receiving the intent to bargain letter shall respond within ten (10) working days. The parties will then mutually establish the date for the first negotiations meeting. At any negotiating session, either party may be represented by no more than five (5) representatives.
- B. Each party shall present its initial proposal in its entirety at the first regular negotiating session. Thereafter, new items may be presented only upon the consent of the other party. Counter proposals may be presented at any negotiating session.
- C. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of fifteen (15) days or until the expiration date of the Agreement, whichever is less, unless an extension of time is mutually agreed upon.
- D. The Board and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 O.R.C. The Board further agrees that the teachers have the right to strike under Section 4117.14 as limited by 4117.15 and 4117.18C of the Revised Code.
- E. If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

- F. Unless mutually agreed by both parties, bargaining shall occur during the normal work week beginning at noon each day.

ARTICLE III - EMPLOYMENT RIGHTS

3.01 Teacher Rights

The following rights apply to all teachers employed under regular teaching contracts by the District:

- A. The Board will follow the provision of the Ohio Revised Code relevant to the issuance of regular teaching contracts except that a bargaining unit member shall be required to sign said teaching contract.
- B. After three (3) one (1) year contracts of successful teaching service in the Wellington Exempted School District a bargaining unit member shall be offered a limited contract of two (2) years duration until such time as said bargaining unit member may be eligible for a continuing contract.
- C. An employee who believes that he or she is eligible for continuing contract status tenure must inform the Superintendent in writing of his or her eligibility on or before September 15th of the school year in which the employee is eligible for consideration. If an employee fails to give notice to the Superintendent in accordance with this section, the employee is eligible to receive only a one (1) or two (2) year extended limited contract. That employee must re-submit his or her information to the Superintendent at or near the expiration of said limited contract in accordance with this section for consideration thereafter. The provisions of this section take precedence over and supersede Revised Code 3319.11.
 - 1. Requirements for Continuing Contracts for Members Issued a License Prior to January 1, 2011
 - a. Current contract is up for renewal (end of a 1 or 2-year contract).
 - b. Teacher must hold a professional or permanent license.
 - c. If a Bachelor's Degree is held, the teacher must have thirty (30) semester hours of coursework in the area of licensure since the initial issuance of the certificate or license.
 - d. If a Master's Degree is held, the teacher must have six (6) semester hours of graduate coursework in the area of licensure since the initial issuance of the certificate or license.
 - e. The teacher must have taught within the District for at least three (3) out of the last five (5) years.

2. Requirements for Continuing Contracts for Members Issued a License on or After January 1, 2011
 - a. Current contract is up for renewal.
 - b. Teacher must hold a professional educator license, senior professional educator license, or lead professional license.
 - c. The teacher has held an educator license for at least seven (7) years.
 - d. The teacher has completed either of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.
 - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.
 - e. The teacher must have taught within the District for at least three (3) out of the last five (5) years.
- D. All teachers shall have free admission to all regularly scheduled home athletic events. If performing an assigned duty, a teacher shall be allowed free admission for one (1) accompanying family member.
- E. The Board shall provide space in each school building for a teachers' lounge.
- F. It is the responsibility of all teachers to maintain all teaching certificates and licenses required for employment.
- G. Teachers may use school owned telephones or personal cell phones in the school buildings provided that such use does not interfere with the teacher's assigned duties. Personal long distance calls must be collect, charged to a credit card or made on personal phones.
- H. The Board will take no reprisals against teachers for the participation in any of its lawful activities. Neither will the Association take such reprisals against any employee of the Board.
- I. No teacher will be employed by the Board with the condition that he/she agree to waive his/her contractual rights prior to receiving a contract, except that notification time limits found in Article XIII - Reduction In Force shall be waived for teachers employed in positions funded by State or Federal grants.
- J. The Board shall provide every teacher, upon request, a key to that teacher's assigned building, classroom, and copier room.

3.02 Association Rights

The following sole and exclusive rights shall be granted to the Association:

- A. The Association shall be granted use of the bulletin board in teachers' lounges in the school system.
- B. The Association shall be granted use of school buildings and facilities pursuant to the building use permit procedure.
- C. The President of the Association shall have the opportunity to speak to new teachers during the new teacher orientation program.
- D. The Association shall be permitted to use teacher mail boxes and the inter-school mail system.
- E. The President of the Association shall be provided with the names of newly hired teachers by the Superintendent as soon as possible.
- F. The President of the Association shall be provided with the Board's Agenda, approved minutes, and other documents given to the Board's representatives at the same time said information is mailed to the Board.
- G. The Association through its President or his/her designee shall be allowed to visit the schools. Upon his/her arrival, he/she shall notify the principal of his/her presence. The visits to the schools must not interfere with duties assigned by the Board and Administration or with the educational program of the school.
- H. The Association shall be granted Board paid Association leave for the purpose of carrying out the business of the Association, not to exceed a unit total of eight (8) days per school year. The Superintendent shall be notified at least five (5) workdays in advance of Association leave. All Association leave days will be approved by the President of the Association.
- I. The Association Presidents shall be granted one (1) day a month of release time for the purpose of carrying out the business of the Association, a combined total of nine (9) days.

3.03 Superintendent's Council

- A. The Association President and one (1) Association Representative elected by each building staff shall serve on an Advisory Council to meet with the Superintendent, principals, supervisors and Treasurer. The Council shall meet monthly at a mutually agreed time and place (October through April). Additional meetings shall be scheduled as deemed necessary by the members of the Council.
- B. The purpose of the Council will be to review and discuss current educational concerns and problems. This Council shall not make changes in Board policy nor will it consider subjects which are mandatory subjects of bargaining according to the contract or ORC 4117.

- C. The agenda will be developed jointly by the Association President and the Superintendent, and one member of the committee shall be responsible to make a record of any decisions reached by the Council. A copy of this record shall be provided to both the Superintendent and the Association President prior to the next meeting.

3.04 Equal Rights

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all teachers without regard to race, color, religion, sex, or national origin.

3.05 Teacher Authority

- A. Student Behavior - During each school year, the administration and faculty of each building shall mutually develop or review a student handbook in conjunction with Board policy.

- B. Disciplinary Rights

1. The teacher shall have the right consistent with the student handbook to discipline pupils for acts which are detrimental to the good order and the best interest of the school.
2. The Administration shall give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom.
3. In the case of an emergency or when immediate action is called for, teacher shall have the right to restrain the student or use reasonable force to protect himself/herself, other students, teachers, administrators, persons and property.

- C. Gross Misconduct

1. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously damage the learning atmosphere in the classroom, disciplinary action will be taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be taken by the Building Principal.
2. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.
3. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately.
4. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher as long as the teacher has filed charges with the proper legal authority and the student's assignment is in conformance with IDEA.

5. If the penalties stipulated in the school's student handbook are changed or reduced, the affected teacher will be notified of any change, if possible. If the principal is not able to notify the teacher prior to any change, the principal shall review the reasons of his/her decision with the teacher as soon as practical.
6. If any action taken against a student for gross misconduct subsequently results in a court order reinstating the student, the court order will be reviewed with the affected staff member(s) and then followed.

ARTICLE IV - BOARD RIGHTS

The Board hereby retains and preserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically abridged by the Negotiated Agreement or by O.R.C. 4117 whether they be inherent or conferred upon and vested in by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system, its properties and facilities, and of the work-related activities of its teachers;
- B. To hire all teachers and to determine qualifications and conditions for continued employment, dismissal, and demotion; and to promote and transfer all such teachers;
- C. To establish grades K-12 and courses of instruction, including special programs; and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE V - GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible and that all proceedings will be handled in a confidential manner.

5.02 Definitions

- A. Grievance shall mean a claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language of the negotiated agreement.
- B. Class Action Grievance shall be a grievance that affects more than one (1) teacher in the bargaining unit.

- C. Grievant shall be the Association or teacher(s) initiating the grievance.
- D. Appropriate Supervisor, for purposes of this article, shall mean the lowest level administrator having the authority to resolve the grievance.
- E. Days shall mean actual workdays during the school year. During the summer, when school is not in session, days shall be Monday through Friday, excluding holidays.

5.03 Procedure

- A. Step I - Within twenty (20) days of when the grievant knew or should have known of the act giving rise to the grievance, the grievant shall discuss the situation with the appropriate supervisor and attempt to resolve the grievance informally. If the grievance is not resolved during the informal step, the grievant may file a written grievance with the appropriate supervisor within five (5) days of the informal meeting.
- B. Step II - The appropriate supervisor shall arrange and hold a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and administrator may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate Supervisor shall forward his/her written response to the Association President or grievance representative and the grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association representative or grievant may file, within ten (10) days, a written form to proceed to Step III.

- C. Step III - Within ten (10) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and Administrator may present evidence to sustain their positions.

Within ten (10) days after the meeting, the Superintendent or his/her designee shall provide a written response to the Association and grievant. If the Superintendent was the administrator rendering the disposition in Step II, then this step will be waived.

- D. Step IV - If the Association is not satisfied with the Step III response, the Association shall, within ten (10) days of receipt of the Step III response, notify the Superintendent of its intent to proceed to arbitration.

5.04 Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

5.05 Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in

arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration. In addition, the arbitrator shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion, which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board and its representatives, the grievant, and the Association.

5.06 Costs of Arbitration

The costs of the hearing room shall be shared equally by the Board and the Association. The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing.

5.07 Miscellaneous

- A. All communications regarding grievances shall be reduced to writing. Such communications shall be either hand delivered with a request for a signature or mailed by certified mail, with a return receipt requested.
- B. Meetings and hearings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all qualified persons to attend. All parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- C. No reprisals or recriminations shall be taken against any teacher who files a grievance or who takes part in a grievance.
- D. A grievance may be withdrawn in writing by the Association at any time without prejudice.
- E. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- F. The Association has the exclusive right to file grievances, decide whether to proceed to the arbitration step of the grievance procedure, and to be present for the adjustment of any and all grievances.
- G. Grievance forms shall be exhibited in Appendix B of this contract.
- H. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- I. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- J. Failure of the administration to comply with the timelines shall result in the grievance being advanced to the next step.

ARTICLE VI - LEAVES

Each employee is required to use the HR Kiosk to apply for any type of leave.

6.01 Assault Leave

- A. The Board shall grant assault leave to a teacher for physical injuries and/or mental injuries from a physical attack occurring within the course of employment and resulting in the teacher's inability to perform assigned duties. Assault leave shall not exceed sixty (60) days.
- B. The teacher will be maintained on full pay status, minus worker's compensation or other disability compensation.
- C. The attending physician must furnish a certificate stating the nature of the disability and reasons that the disability prevents the teacher from returning to work. To qualify for compensation for assault leave, the teacher or his/her designee must do the following:
 - 1. File a written report with the Superintendent within one (1) day of the assault or as soon as the member is physically capable of submitting said report, stating the facts, identifying the assailant, if known, and stating the name and address of all known witnesses.
 - 2. Cooperate with law enforcement officials and the prosecutor investigating the incident resulting in the disability and in preparing and prosecuting any case brought as a result of the incident.

6.02 Sick Leave

- A. Each teacher shall be entitled for each completed month of service to one and one-quarter (1-1/4) days of sick leave per month to a maximum of fifteen (15) days per year. Sick leave is awarded in accordance with Ohio Revised Code 3319.141.
- B. A teacher who transfers from a public agency or an Ohio public school district shall be credited with the unused balance of his/her sick leave with a maximum accumulation of up to three hundred (300) days for the duration of the contract. The maximum accumulation will be three hundred (300) days for the duration of the contract.
- C. Teachers may use sick leave upon notifying their building administrator(s) for absence because of illness, injury, exposure to contagious disease, and illness in the employee's immediate family. The immediate family encompasses: spouse, child, father, mother, stepmother, stepfather, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, stepchild, legal guardian, or any dependent person residing in the same household as the teacher.
- D. The Administration may require that sick leave of more than three (3) consecutive days be substantiated by a physician's statement confirming that the employee is too ill to work.

6.03 Unpaid Leave of Absence

- A. Upon a teacher's written request made at least thirty (30) days, if possible, prior to the commencement of the leave, the Board shall grant a Leave of Absence for a period of one (1) year for personal or family illness, child care, maternity/paternity leave, or disability.

Upon medical proof of the existence of an emergency, the Superintendent shall waive the thirty-day (30) notice requirement.

- B. During such leave, the teacher, upon his/her request, shall continue to be in the existing insurance benefit programs. The cost for this coverage is to be paid by the teacher no later than the twentieth (20th) day of each month in advance to the office of the Treasurer at the contracted premium rate charged to the Board.
- C. A teacher on an unpaid leave of absence must, prior to April 1st, provide a written notification to the Superintendent of his/her intention to return or not to return or to request an extension of the leave. Failure to notify by April 15th shall be processed as an intent not to return to employment and shall be considered a resignation by the teacher. The Board shall vote to accept said actions of the teacher as a resignation. Upon return to active service, the teacher shall resume the contract status held prior to such leave. The teacher shall be reinstated to the same or similar position he/she held at the time of the leave.
- D. A teacher requesting a leave of absence for a second year shall be granted said medical leave and may have it granted for the purpose of childcare.
- E. Placement on a leave of absence shall not preclude or prevent a teacher from being reduced in force in accordance with Article XIII of this Agreement.
- F. Teachers on an unpaid leave of absence shall not be eligible to accumulate sick leave days or any other benefit beyond those provided under the FMLA, unless they have worked at least one (1) day during the current calendar month.

6.04 Professional Leave

- A. The Board (or its designee) may grant at its sole discretion a paid leave of absence for professional development of the teacher.
- B. Application for professional leave shall be made in writing prior to the requested leave. Said application shall describe the nature of the program and its relation to the professional development of the teacher.
- C. The Board may at its sole discretion pay the reasonable expenses of the applicant for professional development. Written request for reimbursement for expenses shall be made along with the application for leave and shall include an estimate of expenses.
- D. Any teacher attending a seminar, conference, workshop, etc. may be required to present a short summary to his/her colleagues at a staff meeting/teacher in-service.

6.05 Sabbatical Leave

- A. Pursuant to O.R.C. 3319.131, the Board, upon written request, may grant a teacher a leave of absence of one (1) or two (2) semesters for professional academic study. The following provisions shall govern sabbatical leave:
1. A member of the full-time staff shall have completed five (5) consecutive years of experience in the Wellington Exempted Village School District at the time of the written request.
 2. A plan for professional growth shall be submitted to the Superintendent for approval.
 3. Teachers on sabbatical leave shall receive salary equal to the difference between the teacher's regular contract salary and the salary of the teacher employed to replace the regular teacher.
 4. Teachers on sabbatical leave shall be given an employment contract for the year of leave.
 5. Upon conclusion of the leave, the teacher shall present evidence that the plan for professional growth was followed. The teacher shall return to the District for at least one (1) complete school year following completion of the leave.
 6. The teacher on leave shall receive all negotiated benefits included in the Master Contract by reimbursing the Board of Education for up to fifty percent (50%) of total cost of said benefits, with the exception of salary payment which is covered in Section 3. A teacher may waive this provision if he/she desires.
- B. Application for unpaid sabbatical leave shall be made to the Board at least ninety (90) days prior to the requested leave. Said application shall be in writing and shall contain a plan for professional growth approved by the Superintendent.
- C. Seniority rights shall be preserved for teachers on leave. Returning teachers will be assigned a similar position, if available.
- D. If permitted by the insurance carrier, teachers on sabbatical leave may elect to continue insurance coverage under any of the group plans provided to bargaining unit members by paying the appropriate premium rate to the Treasurer prior to the month in which it is due.

6.06 Jury Duty Leave

When it becomes necessary for a teacher to accept jury duty, he/she shall be paid his/her regular salary for the time spent serving jury duty upon production of adequate proof of jury service. Any check received by the teacher from any court as compensation for such jury service shall be endorsed and made payable to the Wellington Exempted Village School District within three (3) days of receipt. If the jury duty check includes mileage, it is the responsibility of the teacher to reimburse the Board with a personal check or money order for the jury duty compensation accompanied by a copy of the court check stub. Failure to deliver such check to the Board shall result in the deduction of pay for all time missed as a result of jury duty. Jury duty leave shall not be deducted from any other type of leave.

6.07 Military Leave

Military leave will be granted to bargaining unit members pursuant to Ohio Revised Code and Uniformed Services Employment and Re-employment Act of 1994, 38 USC. Sections 4301-4333.

6.08 Absence Without Pay

A teacher may request to be absent without pay for up to three (3) days in each school year. Such requests shall be approved, subject to the following conditions:

- A. A written request specifying the days to be absent shall be submitted by a teacher at least five (5) work days in advance of the absence.
- B. The teacher's pay shall be adjusted for the next ensuing payday by deduction of 1/184 of annual salary for each day of absence.

6.09 Family and Medical Leave Act

The District will follow current FMLA language as written or amended.

6.10 Personal Leave

- A. Each employee will be granted four (4) days of unrestricted personal leave per year.
- B. Personal leave shall not be used during the first and last five (5) work days of each school year, or to extend a vacation break by more than one (1) day, except for inordinate circumstances.
- C. Written application must be properly completed and submitted to the Superintendent or designee.
- D. Personal leave shall not be taken to earn money or be employed with another job.
- E. Unused personal days and previously banked personal days for current employees shall accumulate and be converted to sick days at the end of each school year.
- F. Restrictions
 - 1. Personal leave shall not be used during the first and last five (5) work days of each year except for personal illness or for inordinate circumstances. Inordinate circumstances shall require prior approval by the administration.
 - 2. Personal leave shall be restricted to two (2) consecutive days, except for personal illness.
 - 3. Should more than three (3) (Westwood), three (3) (Wellington High School), and four (4) (McCormick) teachers schedule personal leave for reasons other than personal illness on a specific date, approval shall be granted on a first-come basis.

4. Abuse and/or misrepresentation of personal leave use shall result in disciplinary action as outlined under Article IV - Minor Violations in the Board Policy Manual.
5. Personal Leave shall not be taken to earn money or to be employed in another job, nor shall such leave be used by a teacher for financial benefit.

6.11 Bereavement Leave

- A. The intent of bereavement leave is to provide teachers the ability to make arrangements as well as to provide adequate travel and grieving time for a death in the immediate family.
- B. A teacher shall be entitled to up to five (5) days absence with pay for a death in a teacher's immediate family.
- C. Immediate family is defined to include the following: spouse, child, father, mother, stepfather, stepmother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, stepchild, legal guardian, dependent person, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.
- D. Abuse of bereavement leave shall consist of the following:
 1. Knowingly applying for bereavement leave when none of the above criteria are met;
 2. Knowingly falsifying bereavement leave forms;
 3. Using bereavement leave for purposes other than the criteria above.
- E. Proven abuse of bereavement shall fall under the same regulations as abuse of sick leave as defined by the Ohio Revised Code.

6.12 Catastrophic Leave

- A. "Catastrophic" means a disaster, serious calamity, disastrous occurrence, casualty or long term personal or family illness that exhausts a teacher's accumulated sick leave.
- B. Each year there shall be a window of opportunity for enrollment in the catastrophic leave bank. Those wishing to participate shall give notice in writing to the Superintendent's office by September 15th for current teachers, or within thirty (30) days of hire for new teachers.
- C. To be eligible to participate, a teacher must contribute one (1) day of accumulated sick leave, which will be docked from the teacher's sick leave total, and which will be placed in the catastrophic leave bank. Banked days will be available to any teacher who has participated in the bank that year.
- D. Prior to drawing days from the bank, the teacher must make application to the Superintendent and must provide a doctor's statement certifying the extreme medical emergency. (See Appendix for form)
- E. Any time there is a dispute as to the extreme medical emergency, the Superintendent may request a second opinion from a physician chosen and paid for by the Board.

- F. A teacher must exhaust all of his/her own sick leave before drawing days from the bank.
- G. If the bank total falls below fifteen (15) days at any point during the school year, each teacher will be asked to contribute one (1) additional day for continued participation for the remainder of the year. Only those teachers wishing to contribute one (1) additional day will be eligible for continued participation for that school year.
- H. Sick leave day(s) contributed to this bank shall continue to accumulate during the term of this contract. At the end of this contract, the bank shall revert to zero (0).

ARTICLE VII - PAYROLL PROCEDURES

7.01 Salary

- A. The following Bachelor's Degree base salaries shall be in effect during the term of this contract:

2013-2014	\$32,900
2014-2015	\$33,229
2015-2016	\$33,561

*Reference Article XXI

- B. The base salary shall increase in any year if such increase is necessary for the meeting of the state minimum base salary schedule.

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<u>Teaching Exp</u>	<u>BA</u>	<u>5 yr/ BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.000	1.020	1.050	1.090	1.095	1.120
1	1.049	1.069	1.102	1.145	1.152	1.180
2	1.098	1.118	1.154	1.200	1.209	1.240
3	1.147	1.167	1.206	1.255	1.266	1.300
4	1.196	1.216	1.258	1.310	1.323	1.360
5	1.245	1.265	1.310	1.365	1.380	1.420
6	1.294	1.314	1.362	1.420	1.437	1.480
7	1.343	1.363	1.414	1.475	1.494	1.540
8	1.392	1.412	1.466	1.530	1.551	1.600
9	1.441	1.461	1.518	1.585	1.608	1.660
10	1.490	1.510	1.570	1.640	1.665	1.720
11	1.539	1.559	1.622	1.695	1.722	1.780
12	1.588	1.608	1.674	1.750	1.779	1.840
13	1.637	1.657	1.726	1.805	1.836	1.900
15	1.686	1.706	1.778	1.860	1.893	1.960
20	1.735	1.755	1.830	1.915	1.950	2.020
25				1.970	2.007	2.080

C. The training columns shall reflect the following educational training:

- B.A. A teacher who has received a Bachelor's Degree from an accredited college.
- 5yr/
BA+15 A teacher who has received a Bachelor's Degree with one hundred fifty (150) or more undergraduate hours or a teacher who has earned fifteen (15) graduate hours after receiving a Bachelor's Degree.
- BA+30 A teacher who has earned thirty (30) graduate hours after receiving a Bachelor's Degree.
- M.A. A teacher who has earned a Master's Degree.
- MA+15 A teacher who has earned fifteen (15) graduate hours after a Master's Degree.
- MA+30 A teacher who has earned thirty (30) graduate hours after a Master's Degree.

7.02 Payroll Deductions

The Treasurer of the Board, upon signed authorization by the employee, shall provide payroll deduction options to teachers for participation in the following:

A. Credit Union

The Lorain County Credit Union is available to all teachers. Officers of teacher and employee organizations have forms and information concerning participation. Completed enrollment forms should be forwarded to the Credit Union, which, in turn, will advise the Treasurer's Office of new enrollees or changes.

B. Professional Dues

When payroll deduction for professional dues is authorized, one-tenth of the total amount of dues will be scheduled for deduction beginning with the second pay period in September. If desired, this method of payment for professional dues must be requested on the necessary form. The completed form must be in the office of the Clerk-Treasurer no later than ten (10) days prior to the second pay period in September.

C. Tax Sheltered Annuities

Participation in a tax-sheltered annuity is available through various insurance companies. Guidelines have been set up to facilitate the handling of this payroll deduction, which is made and deposited every biweekly pay period. These include the following:

- Each new company must have five (5) subscribers, and deductions can start only with the first pay of September and February of each school year;
- Annuity changes can be made at any time with two (2) weeks advance notice to the Treasurer.

- Annuity changes must follow IRS regulations and the District's 403B Plan.

D. United Way

The United Way of Lorain County conducts its campaign in the fall of each year. Teachers may elect to use payroll deduction for this purpose.

E. Endowment Fund

Participation in the Endowment Fund is available to teachers through payroll deduction.

F. Other

Payroll deduction for income protection, savings bonds, and/or The Fund for Children and Public Education shall be made available.

7.03 Extracurricular Pay Dates

A. Extracurricular pay shall be paid twice each season for sports: midway according to the number of scheduled contests and at the end of all duties. For the duration of the contract, supplemental pay dates shall be listed in the Appendix.

1. Year-round activities shall be paid at the end of each semester.
2. A calendar of dates shall be submitted to the Treasurer by the Principal and Athletic Director.
3. Supplemental pay dates shall be specified by the first day of school and shall be scheduled on the first regular pay date occurring closest to the midway point and at the conclusion of the season for each sport. The final pay date shall be contingent upon completion of all assigned duties. No supplemental activity will be considered to have concluded until all financial (if appropriate) and activity accounts (if appropriate) are submitted and the equipment and materials used have been accounted for and/or returned to the Principal or Athletic Director by the coaches or advisors involved in the activity.
4. Any coach or advisor who does not fulfill his/her duties for ten (10) consecutive calendar days or more will have his/her supplemental contract prorated.

B. Teachers employed in extended time positions shall be compensated at their per diem rate for all days contracted to work beyond the scheduled work year.

7.04 Pay Periods

A. Teachers will be on twenty-six (26) equal pay plan.

B. All pay stubs will be made available to all employees through email and HR Kiosk.

- C. All teachers shall be mandated to participate in the direct deposit plan.
- D. A list of pay dates will be provided in the Appendix for the years covered by this Agreement.

7.05 Reimbursement for Professional Advancement

If any additional training or credits accumulated during the summer and not currently on file are sufficient to meet requirements for a higher salary or increment, they must be submitted prior to September 15th as specified by Ohio law in order to meet requirements for increased salary for the current school year. Certificates must also be filed as required by Ohio Statute.

7.06 Reimbursement for Tuition

- A. Reimbursement for expenses incurred for additional training will be reimbursed to teachers at the rate of one hundred fifty dollars (\$150.00) per graduate semester.

Reimbursement shall be subject to the following conditions:

1. The course(s) shall be completed while employed by the Board.
2. The bargaining unit member shall remain with the school for one (1) year after the reimbursement was received. If a member chooses to leave, he/she is responsible for the repayment of the tuition reimbursement. This shall not apply to members on approved leaves of absence or members affected by a reduction in force.
3. Reimbursement shall be for graduate hours. Reimbursement shall be for coursework related to the bargaining unit member's assignment.
4. The coursework must have the prior approval of the Superintendent and the LPDC Committee. The coursework must be from an accredited college or university approved by The Ohio Department of Education and/or listed in the "Higher Education Directory for Teacher Education."
5. The bargaining unit member must receive a grade of "C" or better in graduate level courses to be eligible for tuition reimbursement.
6. Reimbursement shall be provided only for those courses paid for exclusively by the teacher. For seminars and workshops where graduate credit is available, the additional fee for such credit shall be reimbursable.
7. The reimbursement cycle shall be from July 1 through June 30 of a given school year. The teacher shall submit an expense claim, prior approval form, valid transcript of the credits and proof of tuition payment to the Office of the Treasurer by August 1. Payment will be made on second payment in September.
8. The Board shall budget twelve thousand five hundred dollars (\$12,500.00) for the

2013/2014 school year, fourteen thousand dollars (\$14,000.00) for the 2014/2015 school year and sixteen thousand dollars (\$16,000.00) for the 2015/2016 school year and thereafter. When total membership reimbursement exceeds these budgeted amounts the rate will be prorated for equitable distribution.

Expense claim forms submitted for course work completed prior to July 1, 2013 shall be paid out in the 2013/2014 budget at a prorated amount to cover all member claims. This reimbursement shall be paid the second payment in September.

9. Pursuant to the Internal Revenue Code and tax regulations, tuition reimbursement shall be reported on a teacher's W-2 Form and treated as income.
 10. Tuition reimbursement shall not be available for repeated courses. Credit for movement on the salary schedule shall not be given for repeated courses.
- B. Exceptions to conditions of this section shall have prior written approval of the Superintendent.

7.07 Severance Pay

- A. Teachers who have five (5) or more years of service in the Wellington Exempted Village School District and meet the requirements of Section 3319.141 Revised Code of Ohio, may elect at the time of retirement from the Wellington School District to be paid for thirty percent (30%) of the value of accrued but unused sick leave credit not to exceed one hundred (100) days. Such payment shall be based on the teacher's daily rate of pay at the time of retirement, exclusive of supplemental salary. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to the teacher. Payment shall be made within sixty (60) days of retirement provided the teacher has provided the Treasurer an STRS pay stub.
- B. Severance pay shall be payable as a death benefit governed by the provisions in 7.07A. In the event that payment hereunder is paid because of the death of a teacher, payment shall be made to the estate of the teacher.
- C. Unused personal days shall be converted to sick leave.
- D. If employee notifies the Superintendent in writing six (6) months prior to the employee's retirement date, the employee will receive five hundred dollars (\$500) as part of their severance.

7.08 Supplemental Pay

Supplemental pay shall be the following portions of the Bachelor's Degree minimums in effect each year. Teachers shall receive credit for previous years of relevant experience for all supplemental contracts.

A. Athletic Contracts

<u>Experience</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>10</u>	<u>15</u>
Head Varsity Football	.116	.126	.137	.147	.221	.231	.241	.251
Asst. Varsity Football	.074	.084	.095	.105	.158	.165	.172	.179
Head 9 th Grade Football	.060	.068	.082	.092	.138	.144	.150	.156
Asst. 9 th Grade Football	.055	.060	.068	.078	.117	.123	.129	.135
8 th Grade Football	.058	.066	.071	.081	.122	.127	.132	.137
7 th Grade Football	.052	.058	.063	.073	.110	.115	.120	.125
Head Varsity Basketball	.116	.126	.137	.147	.221	.231	.241	.251
Asst. Varsity Basketball	.074	.084	.095	.105	.158	.165	.172	.179
9 th Grade Basketball	.055	.063	.071	.081	.122	.127	.132	.137
8 th Grade Basketball	.052	.058	.063	.073	.110	.115	.120	.125
7 th Grade Basketball	.050	.055	.060	.070	.105	.110	.115	.120
Head Varsity Wrestling	.116	.126	.137	.147	.221	.231	.241	.251
Asst. Varsity Wrestling	.074	.084	.095	.105	.158	.165	.172	.179
Head Jr. High Wrestling	.058	.066	.071	.081	.122	.127	.132	.137
Asst. Jr. High Wrestling	.052	.058	.063	.073	.110	.115	.120	.125
Head Varsity Baseball/Softball	.074	.089	.100	.110	.165	.175	.185	.195
Asst. Varsity Baseball/Softball	.064	.069	.077	.087	.132	.139	.146	.153
J.V. Baseball/Softball	.060	.066	.074	.084	.126	.133	.140	.147
Head Track	.074	.089	.100	.110	.165	.175	.185	.195
Asst. Track	.060	.066	.074	.084	.126	.133	.140	.147
Jr. High Track	.042	.052	.063	.073	.110	.115	.120	.125
Tennis	.050	.060	.070	.080	.120	.130	.140	.150
Golf	.047	.055	.063	.073	.110	.120	.130	.140
Head Cross Country	.074	.089	.100	.110	.165	.175	.185	.195
Head Varsity Soccer	.095	.110	.125	.135	.203	.213	.223	.233
Asst. Varsity Soccer	.066	.071	.079	.089	.134	.141	.148	.155
JV Soccer	.064	.069	.077	.087	.132	.139	.146	.153
Head Varsity Volleyball	.095	.110	.125	.135	.203	.213	.223	.233
Asst. Varsity Volleyball	.066	.071	.079	.089	.134	.141	.148	.155
JV Volleyball	.064	.069	.077	.087	.132	.139	.146	.153
8 th Grade Volleyball	.058	.066	.071	.081	.122	.127	.132	.137
7 th Grade Volleyball	.052	.058	.063	.073	.110	.115	.120	.125
Bowling	.060	.066	.074	.084	.126	.133	.140	.147
Cheerleading Advisor H.S. (Football)	.031	.041	.048	.055	.062	.067	.072	.077
Cheerleading Advisor H.S. (Basketball)	.039	.049	.057	.065	.074	.079	.084	.089
Cheerleading Advisor 9 th Gr. (Football)	.029	.039	.045	.051	.059	.064	.069	.074
Cheerleading Advisor 9 th Gr. (Basketball)	.032	.042	.049	.056	.063	.068	.073	.078
Cheerleading Advisor Jr. High	.026	.036	.042	.048	.054	.059	.064	.069

B. Other Supplemental Contracts

Elementary Music (K-3) (Vocal - Extended Activities)	.019	.029	.034	.039	.044	.048	.052	.056
Elementary Music (4-6) (Vocal - Extended Activities)	.019	.029	.034	.039	.044	.048	.052	.056
Elementary Music (5-6) (Instrumental Ex. Activities)	.019	.029	.034	.039	.044	.048	.052	.056

Experience	0	1	2	3	4	5	10	15
High School Choir (Extended Activities)	.030	.040	.047	.054	.060	.064	.068	.072
Junior High Choir (Extended Activities)	.020	.030	.033	.036	.045	.049	.053	.057
High School Student Council	.029	.039	.045	.051	.059	.063	.067	.071
High School Newspaper Adv.	.015	.025	.029	.033	.038	.042	.046	.050
Jr. High Student Council	.015	.025	.029	.033	.038	.042	.046	.050
H.S. Class Advisor (Fresh.)	.010	.020	.023	.026	.030	.034	.038	.042
H.S. Class Advisor (Soph.)	.020	.030	.033	.036	.045	.049	.053	.057
H.S. Class Advisor (Junior)	.030	.040	.047	.054	.060	.064	.068	.072
H.S. Class Advisor (Senior)	.015	.025	.029	.033	.038	.042	.046	.050
Club Advisor	.015	.025	.029	.033	.038	.042	.046	.050
H.S. Drama Advisor	.030	.045	.052	.059	.068	.072	.076	.080
H.S. Asst. Drama Advisor	.020	.030	.035	.040	.045	.049	.053	.057
Academic Coach	.045	.055	.064	.073	.083	.087	.091	.095
AV Software - H.S.	.014	.024	.028	.032	.036	.040	.044	.048
AV Software - Jr. High	.014	.024	.028	.032	.036	.040	.044	.048
Team Leader	.056	.063	.070	.077	.084	.088	.092	.096
Resident Educator Coordinator	.056	.063	.070	.077	.084	.088	.092	.096
Instrumental Music Director (plus 20 days at daily rate of pay)	.042	.047	.052	.057	.063	.063	.063	.063
Instrumental Music Assistant (plus 10 days at daily rate of pay)	.031	.035	.039	.043	.047	.047	.047	.047
Yearbook Advisor	.047	.057	.067	.077	.086	.091	.096	.101
Yearbook Advisor (without free period)	.063	.076	.089	.103	.115	.121	.128	.135
Middle School Memory								
Book Advisor	.030	.045	.052	.059	.068	.072	.076	.080
H.S. Comm. Dramatics (per play)	.030	.045	.052	.059	.068	.072	.076	.080
H.S. Comm. Asst. Dramatics (per play)	.020	.030	.035	.040	.045	.049	.053	.057
Pep Band Director (per game)	.003	.003	.003	.003	.003	.003	.003	.003
Leadership Planning Chair	.015	.025	.029	.033	.038	.042	.046	.050
LPDC Chair	.042	.047	.052	.057	.062	.067	.072	.077
Resident Educator Mentor	.021							
Buddy	.011							

C. Teachers who hold supplemental contracts with the Wellington Board of Education shall be reimbursed, pursuant to Board policy IV, F. 5., for mileage, meals, hotel, and any necessary and actual expenses which are incurred by that teacher in order to meet their duties. Written request and approval for reimbursement for expenses shall be made in writing at least ten (10) days prior to their incursion.

D. Teachers supervising students on overnight Board approved trips shall be compensated at a rate of sixty-nine dollars (\$69.00) per night. Teachers whose trips are related to a supplemental contract and teachers with extended contracts whose trips are related to their teaching duties are excluded.

E. Summer School

0-5 years teaching experience
within WEVSD

\$30.00 per hour

6 or more years teaching experience
within WEVSD

\$30.00 per hour

- F. Five Hundred Dollars (\$500.00) shall be made available for professional development for any varsity coach with five (5) years or more coaching experience within the Wellington Exempted Village School District.

7.09 Resident Educator Program

A. Purpose

A Resident Educator Program shall be implemented in the Wellington Exempted Village School District for teachers new to the teaching profession working to obtain an initial five-year provisional educator license. The purpose of the program shall be to provide coaching, mentoring, and guidance utilizing formative assessment tools to beginning teachers to help improve their skills, knowledge and student achievement.

Resident Educators must participate in the Resident Educator Program.

B. Definitions

1. Resident Educator: A Resident Educator is a teacher employed under a Resident Educator license.
2. Resident Educator Mentor: A Resident Educator Mentor is a mentor trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a Resident Educator.
3. Resident Educator Coordinator: The Resident Educator Coordinator is a member designated by the District to manage the Resident Educator Program.
4. Formative Assessment: Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Resident Educator Mentors

1. Qualifications

- a. A Resident Educator Mentor must have a minimum of five (5) consecutive years of teaching experience in Wellington.
- b. A Resident Educator Mentor must have demonstrated appropriate teaching performance in accordance with Article IX, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.

- c. A Resident Educator Mentor must hold a five-year professional license.
- d. A Resident Educator Mentor teacher must attend and complete state sponsored mentor training. Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Resident Educator Mentor will be compensated at one hundred dollars (\$100.00) per day.

2. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines as developed by ODE.
- b. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools and protocols to support the Resident Educator.
- c. The Resident Educator Mentor will be provided release time to observe Resident Educators up to three (3) times per year. The length of the observation and release time shall be subject to the discretion of the Superintendent or the Superintendent's Designee. The Resident Educator Mentor may be granted additional release time to observe Resident Educators subject to the approval of the Superintendent/Designee.
- d. The Resident Educator Mentor shall meet and consult with their assigned Resident Educator at times outside of the student day.
- e. No Resident Educator Mentor shall participate in any informal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee.
- f. Serving as a Resident Educator Mentor may be incorporated into the Mentor teacher's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.
- g. A Resident Educator Mentor will not be assigned more than one (1) Resident Educator. A Resident Educator Mentor may volunteer to be assigned more than one (1) Resident Educator. If so, the Mentor shall receive an additional supplemental contract for each assigned Resident Educator.
- h. If a Resident Educator Mentor fails to follow the tenants listed in 3 (a) through (e) above the Mentor shall be immediately removed without recourse through the grievance procedure or ORC 3319.16.

3. Selection

All procedures within the Negotiated Agreement pertaining to the posting and filling of vacancies shall be followed for the selection of Resident Educator Mentors.

D. Resident Educators

1. Resident Educators will be assigned to a Resident Educator Mentor at the beginning of the school year.
2. Orientation to the Resident Educator Program shall be provided to all Resident Educators at the beginning of his/her first year of employment with the District.
3. Resident Educators shall be assigned a Resident Educator Mentor in the same area(s) of licensure and in the same grade level. If such assignment cannot be provided, the Resident Educator will be assigned a mentor who is closest to the Resident Educator's subject area in which he/she is licensed/certified and closest to the grade level in which the Resident Educator will be assigned.
4. Resident Educators will be provided release time to observe other teachers up to two (2) times per school year. The length of the observation and release time shall be subject to the discretion of the Superintendent or the Superintendent's Designee. The Resident Educator Mentor may be granted additional release time to observe Resident Educators subject to the approval of the Superintendent/Designee.

E. Resident Educator Coordinator

The Resident Educator Coordinator shall oversee the Resident Educator Program.

F. Confidentiality of Mentoring Process

1. All interactions, written or oral, between the Resident Educator Mentor and Resident Educator shall be regarded confidential. This section limits any obligation of the Board under the Ohio Public Records Act, O.R.C. Section 149.43.
2. The Resident Educator Mentor-Resident Educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative formal evaluation of the Resident Educator's performance.
3. No Resident Educator Mentor may be compelled to release information regarding the Resident Educator teacher's progress or to make recommendations regarding their employment.

G. Protections

1. The resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program.
2. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.
3. The Resident Educator shall be held harmless in the event that the District does not comply with the Resident Educator Program.

H. Compensation

1. Resident Educator Mentors shall be issued a limited supplemental contract and be compensated in accordance with the provisions of the Extra Duty Salary Schedule.
2. Training on the methods of assessment shall be provided to the Resident Educator Mentors and Resident Educators at no cost to the employee. Such training time shall be in addition to any other professional leave to which the Mentors and Resident Educators may be entitled.

7.10 Retirement Pick-Up and Sheltering

The Board shall designate each teaching employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by the Internal Revenue Service Rulings 77-264 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory State Teachers' Retirement System contribution which has been designated as "picked up" by the Board. The amount designated as "picked-up" by the Board shall be included in computing final average salary, provided no employee's total salary is increased by such "pick-up," nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

7.11 Mileage for Travel Between Schools

Teachers who are assigned to more than one (1) school or who are required to attend professional meetings and/or school activities outside the District shall be reimbursed for the use of their own automobiles in traveling at the current IRS mileage allowance. Teachers shall submit semi-annual statements to the Treasurer detailing their travel. Payment shall be made twice a year at the end of each semester.

7.12 Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to belong to the Association, except those teachers who did not join during the 1994-95 school year, a fair share fee for the Association's representations of such non-members during the term of this Agreement. 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. Said deduction of the fair share fee for all new and current bargaining unit members except as noted above shall be effective with the beginning of the 1995-96 school year.

- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to belong to the Association a fair share fee for the Association's representation of such non-members during the term of this contract. 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.

- B. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the terms of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit promptly all amounts deducted to the Association.
- C. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made until the second paycheck for bargaining unit members employed after January 31st.
- D. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- F. 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. Such notice shall be given to each member of the bargaining unit who does not join the Association and 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.
- G. 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.
- H. The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board 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 employer by a non-member for which indemnification may be claimed.
 2. The Association shall reserve the right to designate counsel to represent and to defend the employer.
 3. The Board agrees to the following:
 - Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,
 - Permit the Association or its affiliates to intervene as a part if they so desire, and/or

- Not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except for a court order) or misapplies such fair share fee provision herein.
- I. Fee payers shall not be entitled to use the grievance procedure or to bring action against the Board for collecting the fair share fee.

ARTICLE VIII - INSURANCE

8.01 Medical/Hospitalization

The Board shall provide medical insurance for bargaining unit members with the Board paying eighty-five percent (85%) of the premium and the bargaining unit member paying fifteen (15%) of the premium. A Section 125 Plan shall be provided by the Board for that portion of the medical premium paid by the teacher. Payroll deduction will be on the twenty-four-pay (24) basis.

Minimum medical coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan. The Board will provide Plan 1.

The Board shall contribute five hundred dollars (\$500.00) each year for each employee into a Flexible Spending Account.

The Association and Board pledge to maintain the plan in a non-discriminatory manner and consistent with Federal Law.

A representative from the Association will be permitted to attend LERC meetings.

8.02 Prescription Drug Benefit

No stand alone drug plan. Prescription: \$10/\$20/\$30. Payroll deduction will be on the twenty-four-pay (24) basis.

8.03 Term Life

A group term life insurance plan of forty thousand dollars (\$40,000.00) shall be provided. This plan shall be prorated on the basis of the full time certified teaching staff.

8.04 X-Ray

If the Board requires the TB x-ray for a teacher, the Board shall pay the cost.

8.05 Dental

The Board shall provide dental insurance for teachers with the premium paid by the Board during the term of this Agreement being eighty-five percent (85%) of the premium per month for individual coverage or for family coverage. Payroll deduction will be on the twenty-four-pay (24) basis.

Minimum dental coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan.

A. Deductible

Twenty-five dollar (\$25.00) single and seventy-five dollar (\$75.00) family deductible, except no deductible for orthodontics.

8.06 Optical Insurance

Payment – the Board shall pay up to three dollars (\$3.00) per month for single coverage and six dollars (\$6.00) per month for family coverage. The remainder shall be deducted from the teacher's regular pay through payroll deduction on the twenty-pay (20) basis. Payroll deduction will be on the twenty-four-pay (24) basis.

8.07 Insurance Committee

- A. Insurance Committee to be established with classified employees and Administration/Board.
- B. Co-chairs will be represented by one (1) designee from each of the three (3) groups.
- C. The Board and the Association agree to maintain a District committee consisting of two (2) representatives of the WEA and two (2) representatives of the WSS, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance package and determining the possibility of potential savings to the insurance benefit package and established wellness practices. No changes shall occur in the negotiated insurance benefit package unless agreed to by a majority of the committee's representatives and recommended and ratified by the majority of the members of the WEA, and the Board of Education, respectively.

ARTICLE IX – EVALUATION

The parties agree to establish an Evaluation Committee which will jointly develop the policy, Evaluation Framework, procedure, and process for teacher evaluation. There will be ten (10) Association Members and five (5) Administrators represented on the Committee. Members of the Committee will receive release time for committee work and training. The Committee shall be chaired jointly by a committee member from the Association and a committee member from the

District. The Committee will be solely responsible to jointly develop the policy and procedure for teacher evaluation and shall not have the authority to negotiate wages, hours, or other terms and conditions of employment.

By July 1, 2013, the Committee shall recommend an evaluation model to the negotiations teams. The recommendation of the Committee will be submitted in the form of Article IX written language. Both negotiations teams will have the opportunity to revise the recommendations of the Committee. Once agreement has been reached between the negotiations teams, the evaluation article will be presented to the Association for ratification and Board for voting approval. Once ratified by both parties, the newly adopted procedure shall be incorporated into the parties' negotiated agreement and shall go into effect for the start of the 2013-2014 school year.

9.01 Purpose

- A. To assess a teacher's job performance.
- B. To help the teacher to achieve greater effectiveness in performance of the job assignment.
- C. To constitute the basis for personnel decisions including transfers, reassignments, continuing contract status, or contract non-renewal or termination.

9.02 Evaluator

- A. Evaluation of a teacher shall be conducted by the teacher's immediate administrator. In the event a teacher performs work under the supervision of multiple administrators, one (1) administrator shall be designated as the evaluating administrator. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22.
- B. Special education and gifted education teachers who have assigned county supervisors and employees working under outside supervisors will be evaluated by one (1) building administrator or a District administrator if the building administrator is unavailable.

9.03 Orientation

- A. In the case of multiple administrators, the teacher will be notified in writing of the name and position of the evaluating administrator prior to the start of that teacher's evaluation process.
- B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be prior to the start of the evaluation process.

9.04 Criteria for Evaluation

- A. A teacher shall be evaluated on criteria set forth in the negotiated evaluation instrument.

- B. No teacher shall be evaluated on his or her job performance except after fair and reasonable observations of the job performance of the teacher.
- C. All monitoring or observing of the job performance of a teacher shall be conducted openly with full knowledge of the teacher.
- D. No misleading, inaccurate, or undocumented information may become part of a teacher's performance evaluation report.

9.05 Schedule for Evaluation

A. One-Year Limited Contract

- 1. A minimum of four (4) observations per school year, two (2) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

B. Multi-Year Limited Contract

- 1. A minimum of two (2) observations per school year, one (1) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.
- 2. Staff members who are applying for a continuing contract will have a minimum of four (4) observations per school year, two (2) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

C. Continuing Contract

- 1. A minimum of two (2) observations per school year, one (1) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

D. The evaluator shall note all of the incidents and reasons used to support the conclusions reached in the formal evaluation report.

E. The evaluation report shall be signed by the evaluator. The evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the content of the evaluation report.

F. The final evaluation report shall be completed by April 10th, signed by both evaluator and teacher, and sent to the Superintendent.

G. Response to Evaluation

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.

H. Personnel Action Requirements

1. If the Superintendent decides to recommend contract non-renewal or denial of a continuing contract, the teacher shall be given the reasons in writing at least seven (7) days prior to any official Board action. In no case shall the affected teacher receive notice of Board action after April 30.
2. During this procedure, a teacher shall be entitled to Association representation at any conference held in which the teacher will be advised of non-renewal or denial of continuing contract.

I. Appeal Process

Any violation of this procedure shall be subject to the grievance procedure under Article V of the agreement. The arbitrator shall have the discretion to order, under the appropriate circumstances, the issuance of a limited or continuing contract.

J. Contract Prevails Over State Law

The procedures listed herein shall supersede and take precedence over the requirements established under ORC Sections 3319.11 and 3319.111 as they relate to evaluation, notice, and hearing.

9.06 Observations

A. Schedule of Observations

1. All teachers will have at least two (2) observations per year regardless of contract type. Each observation shall last a minimum of thirty (30) minutes. There shall be at least five (5) workdays between the observation conference and the next formal observation. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

B. Observations Conferences

1. At least one (1) formal observation shall be preceded by a conference between the evaluator and the teacher, at the request of either party, in order for the teacher to explain plans and objectives for the job situation to be observed.
2. A post-observation conference shall be held after each formal observation.
3. The observation conference shall be followed within five (5) workdays of the observation. A copy of the written evaluation shall be given to the teacher prior to the post-evaluation conference.
4. A teacher may request a formal observation at any time in addition to those required by this procedure.

9.07 Identification of Deficiencies

A. Deficiencies Identified Through Formal Observations

1. The administrator conducting the evaluation shall include in the evaluation specific recommendations regarding any desired improvements and the means by which the teacher may obtain assistance in making such improvements.
2. When one (1) or more deficiencies are observed and noted on a written evaluation, the evaluator may conduct formal, unannounced observations for the purpose of addressing the noted deficiencies.
3. The ultimate responsibility for correcting any noted deficiencies shall rest with the teacher.

B. Other Deficiencies

Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within three (3) work days after the deficient performance occurs, but not later than the date of the teacher's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

9.08 Finalization of Evaluation

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

9.09 Non-renewal

Any limited contract to be non-renewed shall be acted on by the Board and the teacher notified no later than April 30th. A limited contract shall only be non-renewed in accordance with the evaluation procedures found in ORC Section 3319.111 and shall only be non-renewed for cause. The procedures for non-renewal found in ORC Section 3319.11 shall be waived, and the sole remedy for an alleged violation of this article shall be determined through Article V, Grievance Procedures.

9.10 Termination

Any contract of a teacher may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. The statutory process for termination under ORC Section 3319.16 shall be the sole means for determining proper procedures for termination.

- 9.11 The results of any student/parent/community/state/federal assessment or survey, including, but not limited to "value added assessment" and results of student performance and test scores, shall not be used in any manner to formally evaluate bargaining unit members.

ARTICLE X - CURRICULUM COMMITTEE

10.01 The Curriculum/Technology Committee

- A. The Curriculum/Technology Committee shall consist of thirteen (13) members; the Superintendent or the Superintendent's Designee, the Treasurer, two (2) Technology staff members, and two (2) teachers from each building, who agree to be appointed to the Committee by the Superintendent, and an administrator from each building. The Committee shall be chaired jointly by a teacher Committee member and administrator Committee member. The Committee shall consider curriculum matters and shall make recommendations directly to the Superintendent.

Annually, this Committee, with input from the teaching staff, will formulate a plan for the following year's curriculum activities. All recommendations/decisions of the Committee shall be made by consensus.

- B. Upon the recommendation of the Committee or upon his/her own initiative, the Superintendent/Superintendent Designee may appoint grade-level or department committees to make recommendations for adoption of instructional materials.
- C. Any curriculum work assigned by the chairperson of the Curriculum Committee to a teacher outside of the workday or school year shall be compensated at a rate of thirty dollars (\$30.00) per hour of work. Release time during the regular workday shall be provided at no loss of pay or benefits. A teacher shall not be entitled to receive double payment for working beyond the regular day on curriculum; i.e., ESC stipend.
- D. High School/College Articulation Program

The Board of Education and the WEA agree to participate in a high school/college articulation program in which staff members are approved by the sponsoring college/university to teach college level courses as part of their regular teaching load.

Selection of instructors shall be on a voluntary basis. Qualified administrators may teach college level courses if no qualified staff members apply. Staff members who teach college level courses are required to attend training sessions sponsored by the college or university as a condition of teaching a college course.

Under exceptional circumstances, the principal may approve a lower enrollment in a high school course offered in one (1) section only as a result of a college course being offered in the same subject during the same semester provided the enrollment is not less than ten (10) students.

Qualifications:

1. Master's Degree or Master's in progress (This will be dependent on the guidelines of the sponsoring college or university.)
2. 25-40 hours of coursework in the subject to be taught.

3. Recommendation of the Superintendent.
4. Final approval of the college/university.
5. Approval of instructors shall occur on an annual basis and shall be dependent on enrollment.

A stipend shall be offered to staff to compensate for additional papers, projects, etc. on the basis of the following:

- Less than 10 students - no stipend
- 10 - 15 students - \$500.00 stipend
- 16 - 20 students - \$750.00 stipend
- 21 or more students - \$1,000.00 stipend

Such stipend shall be paid at the conclusion of the school year when grades are turned in to the college/university.

Staff members may not teach more than one (1) section of a college course per year unless prior approval is granted by the Superintendent.

ARTICLE XI - HIGH SCHOOL PROGRAMS

11.01 High School/College Articulation Program/Dual Credit

The Board of Education and the WEA agree to participate in a high school/college articulation program in which staff members are approved by the sponsoring college/university to teach college level courses as part of their regular teaching load.

Selection of instructors shall be on a voluntary basis. Qualified administrators may teach college level courses if no qualified staff members apply. Staff members who teach college level courses are required to attend training sessions sponsored by the college or university as a condition of teaching a college course.

Under exceptional circumstances, the principal may approve a lower enrollment in a high school course offered in one (1) section only as a result of a college course being offered in the same subject during the same semester provided the enrollment is not less than ten (10) students.

Qualifications – Determined by the Partnering University:

1. Master's Degree or Master's in progress (This will be dependent on the guidelines of the sponsoring college or university.)
2. 25-40 hours of coursework in the subject to be taught.

3. Recommendation of the Superintendent.
4. Final approval of the college/university.
5. Approval of instructors shall occur on an annual basis and shall be dependent on enrollment.

A stipend shall be offered to staff to compensate for additional papers, projects, etc. on the basis of the following:

- 1-3 Students - \$400 stipend
- 4-10 Students - \$600 stipend
- 11 - 15 students - \$1,000 stipend
- 16 - 20 students - \$1,500 stipend
- 21 or more students - \$2,000 stipend

Such stipend shall be paid at the conclusion of the course when grades are turned in to the college/university.

Staff members may not teach more than one (1) section of a college course per year unless prior approval is granted by the Superintendent.

11.02 Electronic Courses/School

The Administration and High School BLT shall work jointly to explore the development of online courses and/or an electronic school with teacher engagement at the High School level. This team shall not have the authority to negotiate wages, hours, or other terms and conditions of employment. Any recommendations of this team will not be implemented without Board approval and ratification by the Association.

ARTICLE XII - WORKING CONDITIONS

12.01 Access to Personnel File

- A. The official personnel file of each teacher shall be maintained in the office of the Superintendent in accordance with the law.
- B. A teacher shall have access to his/her personnel file upon request. A representative of a teacher shall have access to said teacher's personnel file when said teacher requests such access in writing to the Superintendent or his/her designee. A teacher or his/her representative shall not remove any material from the teacher's personnel file.
- C. Except as specified in 12.05-G, Complaints against Teachers, access to the personnel file of a teacher shall be limited to Board members, Central Office administrators, immediate Building Principal(s), administrators directly supervising the affected teacher, or the designee of the teacher. The teacher's personnel file may be reviewed by other administrators employed or working in the District with written notification to the teacher.

- D. A teacher shall be entitled to a copy of any specific material(s) in his/her file upon written request.
- E. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the teacher shall not be placed in a teacher's personnel file.
- F. Each teacher shall have the right to indicate those documents and/or other materials in his/her personnel file, which he/she believes to be irrelevant, untimely, incomplete, and/or inaccurate. The teacher shall have the right to request that the irrelevant, untimely, incomplete, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the teacher shall have the right to initiate a grievance at Level III.
- G. The bargaining unit member shall receive a copy of all materials placed in his/her personnel file.
- H. Only materials within the official personnel file shall be used for employment decisions. Critical materials other than permanent documents of a teacher shall be removed by the Superintendent at the request of the teacher from the teacher's personnel file after thirty-six (36) months if there is no reoccurrence of the same issue.

12.02 Medical Examination

The Board, consistent with ADA and its regulations, may require of any teacher a health certificate from a physician. The health certificate, if required, shall be filed in the office of the Superintendent and shall not be construed as a public record. The Board shall bear such cost.

12.03 Safety Rules, Policies and Regulations

- A. Teachers employed by the Wellington Exempted Village School District shall be provided annual training, regarding safety rules, policies, and regulations set forth by OSHA which must be followed in the public schools. Teachers shall abide by the following regulations:
 1. Use safe work procedures as provided by the Board.
 2. Inform administrator(s) immediately of hazards, unsafe equipment and acts, and, when possible, recommend solutions to correct deficiencies, which will be acted on by the Board and administration.
 3. Take proper precautions to assure personal and student safety.
 4. Attend in-service training on safety as provided by the Board.
 5. Follow Board procedures in reporting accidents and injuries to his/her administrator(s).
- B. If, within twelve (12) months from the date that the teacher was verbally warned, he/she commits the same violation, the administration will give a written reprimand to

the teacher in accordance with Section 12.04, Employee Discipline Procedure. Said written reprimand shall be placed in the OSHA Safety File and the employee's personnel file.

1. The first violation of any safety rules, policies, etc., after the Board has provided training, shall result in a verbal warning by the administration. Such warning shall include notice that if the violation is repeated within twelve (12) months, a written reprimand will be placed in the teacher's personnel file.
 2. If, within twelve (12) months from the date that the teacher was verbally warned, he/she commits the same violation, the administration will give a written reprimand to the teacher in accordance with Section 12.04 Employee Discipline Procedure. Said written reprimand shall be placed in the OSHA Safety File and in the employee's personnel file.
 3. If the teacher commits a violation of the same nature within twelve (12) months of receiving a written reprimand, the Superintendent may suspend that teacher for one (1) day without pay.
- C. If the teacher has not violated the same rule, policy, etc., all records of suspension without pay shall be automatically removed from the personnel file three (3) years after being placed there. Records of discipline shall be maintained in the OSHA Safety File in accordance with Federal Law.
- D. The teacher who has acted in good faith to inform his/her immediate administrator of a condition which he/she feels is hazardous to his/her health or the health of students or other employees shall have this concern referred to the Safety Committee within five (5) working days by the appropriate administrator. The Safety Committee will investigate and provide the teacher a copy of its findings.
- E. Any teacher who believes that the Board's action does not address the hazardous condition and that an OSHA violation has occurred may as an individual file a complaint with the Division of Occupational Safety and Health or may request the Association to file the complaint. Any such action shall in no way cause a teacher to be reprimanded or disciplined.

12.04 Employee Disciplinary Procedure

- A. No disciplinary action will be taken against any teacher except for good and just cause.
Steps for Employee Discipline
- B. The purpose of this disciplinary procedure is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.
- C. An employee may be disciplined for willful insubordination, neglect of duty, violation of rules and regulations, or for violation of administrative policies or directives adopted by

the Board in accordance with the following procedures: An employee may be disciplined for improper conduct including but not limited to neglect of duty, insubordination, violation of rules, regulations and policies of the Board of Education, violation of Ohio law, safety and administration policies or directives adopted by the Board of Education. The following procedures shall apply to employee discipline:

1. Verbal Warning -

Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.

Verbal warnings will be documented and provided to an employee within five (5) days of the warning. Documented verbal warnings will not be placed in an employee's personnel file.

2. Written Reprimand (within one (1) calendar year of verbal warning) -

Within three (3) workdays of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting, the teacher may be represented by a member of the Association or the agent of record. If the teacher is absent, the three (3) day notification may be extended per day absent.

3. Suspension (within one (1) calendar year of written reprimand) -

a. The Superintendent may suspend an employee without pay for up to three (3) workdays.

b. Depending upon the severity of the offense, the Superintendent may increase the number of suspension days.

D. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. If the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

If requested in writing within five (5) contract days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

E. Discipline will normally be progressive, but if discipline is instituted out of this sequence, it shall be reasonable and for just cause.

F. Fringe benefits shall remain in effect during the time of any suspension.

- G. If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the union.
- H. This procedure shall not be construed as to limit or to prevent an administrator from discussing concerns or problems in private with any teacher. This action shall not be referred to as Employee Discipline. All verbal discussions will be considered informal and will have no bearing on future Employee Discipline. The bargaining unit member may at any time during the discussion ask for and be granted representation by a person of his/her choice.
- I. Nothing herein shall be construed as limiting or prohibiting the Administration's authority under and/or its duty to report possible criminal activity.

12.05 Complaints Against Teachers

If accusations are made to any administrator against any teacher, it is the responsibility of the administration to inform the teacher and, if warranted, to investigate such charges. Charges or complaints that are made anonymously will be disregarded. It is also the administration's responsibility to protect the certified teacher through the following procedural steps:

- A. Within forty-eight (48) hours (two [2] work days) of the complaint and prior to any investigation, the teacher shall be informed of the nature of the complaint and the identity of the complainant. The teacher shall be given the opportunity to present his/her side.
- B. If the complaint is not resolved at Step 1, either the accuser, the teacher, or the administrator may request a meeting of all parties involved. Said meeting is to be arranged at a time convenient for all to attend. If this meeting does not resolve the complaint, a summary of the conference shall be completed and forwarded to the Superintendent and the teacher. If further investigation is required, it shall be done at this time.
- C. Upon completion of the investigation, if the administrator finds cause to reduce his/her findings to writing, within five (5) school days he/she shall submit them to the certified teacher and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed. If the administrator finds cause but does not reduce the findings to writing, he/she shall inform the teacher that the records shall be retained and reviewed only if another incident of the same nature occurs.
- D. If the teacher is not satisfied with the written findings of the investigation, he/she shall have the right to appeal and to have a conference with the Superintendent.
- E. If the teacher is not satisfied with the results of the Superintendent's appeal, he/she will have the right to appeal and to have a conference with the Board.
- F. At each level of these meetings, the teacher may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.

- G. A teacher shall be notified immediately of any request(s) to view the contents of the teacher's personnel file. The person or persons requesting to see a teacher's file shall not be granted access to the file for a period of at least three (3) work days from the time of the request. The teacher may review his/her file during this time and the teacher shall be given the opportunity to be present when his/her file is viewed. Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347.
 - H. Only materials within the official personnel file shall be used for employment decisions. Critical materials other than permanent documents of a teacher shall be removed by the Superintendent at the request of the teacher from the teacher's personnel file after thirty-six (36) months, if there is no reoccurrence of the same issue.
- * These procedural steps shall not be required when accusations are made in accordance with ORC 2151.421 requiring the reporting of injury or neglect of children nor in case of an official criminal investigation.

12.06 Drug Free Workplace

- A. No employee of the Wellington Exempted Village Schools shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol while on school premises.
- B. This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempted from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
- C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities, off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the School District.
- D. Any employee who admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.
- E. Any employee who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall be suspended for one (1) to five (5) days unpaid and shall be referred

to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section

- F. Any employee who admits to, pleads guilty, or is convicted in any court of law for a third alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall waive all rights under all applicable articles of the negotiated agreement, and the Board will act upon the Superintendent's personnel action recommendation.
- G. Any employee who pleads guilty, or who is convicted in any court of law for an alcohol or drug abuse offense, which is a felony or a misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement, and the Board shall take such personnel action as it deems necessary.
- H. Employees convicted of violating any Federal, State, or Local criminal drug/alcohol statute, where the violation occurred within the "workplace" definition of Section 12.06 C., must report the conviction to the Superintendent within five (5) working days of the conviction.
- I. This Article pursuant to O.R.C. Section 4117.10 shall take precedence over and supersede the provisions of O.R.C. Section 3319.11 and 3319.10 and 3319.161.

12.07 Morning Duties

- A. The administration shall offer the assignment of early morning detention to bargaining unit members at the high school.
- B. Any bargaining unit member who volunteers to assume the duty of early morning detention supervisor shall be scheduled to arrive ten (10) minutes prior to the start of the detention session and shall have his/her daily teaching assignment scheduled to conclude in an equal amount of time at the end of the regular work day.
- C. Teacher(s) volunteering to perform this additional duty shall not be expected or required to work more than that time stated in the negotiated agreement.
- D. Teacher(s) volunteering to perform this duty shall not receive additional compensation.
- E. No teacher shall be required to assume the duty as part of his/her regular teaching assignment.
- F. The Principal has authority to assign duties to teachers as needed.

12.08 Certification and Licensure

The Board and the Association agree to create a Local Professional Development Committee, hereinafter LPDC, each school year.

- A. The LPDC shall have three-fifths (3/5) of its membership identified as classroom teachers.
 1. The LPDC shall consist of at least five (5) members.
 2. The Association shall select the teacher members of the LPDC.
 3. Administration members of the LPDC shall be selected by the Superintendent.
 4. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.
 5. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.
 6. The Association shall determine the terms of office for the LPDC teacher members.
 7. The Superintendent shall determine the non-teacher terms of office for the LPDC.
 8. The LPDC shall determine the committee's structure, i.e., President, Vice-President, Chairperson, etc., and scope.
 9. The decision(s) of the LPDC shall be by majority vote or by consensus as determined by the LPDC.
 10. The LPDC shall determine its meeting schedule.
 11. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.
 12. Each LPDC member shall be paid thirty dollars (\$30.00) per hour for meetings scheduled after the workday or after the regular school year to a maximum of one thousand dollars (\$1,000.00) per year.
 13. Within thirty (30) days of publication of the Ohio State Department of Education Regulation/Guidelines on LPDC appeals, the Association and the Board shall meet to bargain the Appeals Procedure, which will herein apply.
 14. The LPDC shall approve all programs, course work for all certificated/licensed employees as well as other activities, unless changed by law, and the LPDC shall establish the criteria for such.

15. The LPDC shall determine to what extent to keep and to retain records of its meetings, decisions, and recommendations.
- B. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by 4117.10 (C) or as provided by this Negotiated Agreement.

ARTICLE XIII - REDUCTION IN FORCE

13.01 Definition

A Reduction in Force shall be defined as the reduction of, the elimination of, or the failure to fill a position in the bargaining unit.

13.02 Reasons

A Reduction in Force may occur only for the following reasons:

1. Financial reasons
2. Decreased enrollment
3. Return of teachers from leaves of absence
4. Suspension of schools or territorial changes

13.03 Association Notification

If the Board determines a RIF may occur, the Board shall notify the Association President in writing, not later than May 1st in the year the RIF is to be implemented. The notification shall include the reason(s) for the RIF, the position(s) to be reduced, eliminated, or not filled, the date of the Board's action to implement the RIF, and the effective date of the RIF.

13.04 Impact Bargaining

Representatives of the Board shall meet and review the reasons for the proposed Reduction in Force and its impact if requested by the Association within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives unless such a date is mutually extended. If the Association disagrees with the reason(s) for the implementation of the proposed RIF, the Association may initiate the grievance procedure at Step III.

13.05 Seniority

For purposes of this Article, seniority shall mean the length of continuous employment in a bargaining unit position as follows:

A. Seniority Defined:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position within the District.
2. Seniority shall accrue for all the time a teacher is on active pay status or is receiving worker's compensation benefits within the District.
3. Time spent on unpaid leave or layoff shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time teachers shall accrue one (1) year of seniority for each year worked within the District.
5. Part-time teachers shall accrue seniority prorated against the minimal full-time teacher's work year within the District. (Part-time teachers, employed prior to July 1, 1993, shall retain all seniority accrued to that date).
6. No teacher shall accrue more than one (1) year of seniority in any work year.
7. For layoff purposes, employees employed under continuing contract shall be given preference over employees employed under limited contract.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more teachers have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior teacher:
 - a. The teacher with the first day worked; then
 - b. The teacher with the earliest date of employment (date of hire); then
 - c. By lottery, with the most senior teacher being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association Representative.

C. Loss of Seniority

Seniority shall be lost when a teacher retires, resigns, is employed in a full-time non-bargaining unit position, or is non-renewed, terminated, or otherwise leaves the employment of the Board.

D. Posting of Seniority List

The seniority list shall be posted twice annually by, November 1st and March 1st of each work year. The Board shall prepare and post on the designated bulletin board(s) in each building a seniority list indicating area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each teacher. Said list shall be provided to the Association President on or before the date of posting.

1. The names of teachers 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 teacher appearing at the top of the listing and the name of the least senior teacher appearing at the bottom of the listing.
 2. The names of teachers 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.
 3. The names of part-time teachers shall appear on the seniority list but shall be listed in accordance with seniority as defined in Section 13.05 A. of this Article.
- E. Each teacher shall have a period of thirty (30) days after posting of the seniority list in which to advise the Association and the Board or its representative(s) in writing of any inaccuracies, which affect his/her seniority. The Board or its representative(s), in conjunction with the Association, shall investigate all reported inaccuracies and shall make such adjustments as may be in order and immediately post the updated list. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

13.06 Implementation of Reduction in Force

- A. Recommended reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.
- B. If additional reductions are necessary, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, teachers shall be laid off in reverse seniority order, i.e., least senior teacher is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.
- C. Limited contract teachers shall be reduced first utilizing the following order:
 1. Certification/Licensure within the affected teaching field
 2. Comparable evaluations as defined in this Agreement
 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended

- D. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - 1. Certification/Licensure within the affected teaching field
 - 2. Comparable evaluations as defined in this Agreement
 - 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
- E. Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

13.07 Comparable Evaluations

- A. During the 2013-2014 and 2014-2015 school years, all members of the bargaining unit shall be considered comparable to one another for the purposes of Reduction in Force.
- B. Effective with the 2015-2016 school year, comparable evaluations shall be defined as follows:
 - 1. All Accomplished Rated Teachers will be deemed comparable to each other.
 - 2. All Developing/Proficient Teachers will be deemed comparable to each other.
 - 3. All Ineffective Teachers will be deemed comparable to each other.

13.08 Member Notification

A teacher to be laid off because of a RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. Notifications shall be given at the end of the school day. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

13.09 Reassignments and Vacancies

- A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off teachers have been offered such position.
- B. No transfer, reassignment, or reclassification shall be made during a period of RIF, which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- C. Work previously performed by a teacher whose contract has been suspended by an implementation of a Reduction In Force shall not be subcontracted.

13.10 Benefits

- A. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits at least thirty (30) calendar days in advance of the monthly premium due date.
- B. Teachers on the recall list will be given preferential treatment as substitute and part-time teachers. However, acceptance or refusal of said positions shall not disqualify any teacher from the either recall rights specified herein or the right to receive unemployment benefits.

13.11 Recall Rights

- A. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, laid-off teachers shall be recalled in order of seniority in keeping with contract status, certification, license, or other entry-level requirements for the bargaining unit position, i.e. most senior laid off teacher, first recalled. Notice of recall shall be given by certified and regular mail to the last address given by the teacher to the Superintendent's office. A copy of the notice of recall shall be given to the Association. The teacher shall be given ten (10) working days to accept such offer and shall be granted a minimum of twenty (20) working days from the date of receipt of the recall notice to report to work. If a teacher has secured temporary employment elsewhere, he/she shall be allowed ten (10) additional working days before being required to work.
- B. A teacher who has been laid off shall remain on the recall list for a period of four (4) years unless he/she is recalled, waives his/her recall rights in writing, resigns, fails to accept recall to a position for which he/she is certified, or retires under an Ohio State Retirement System.

ARTICLE XIV - LENGTH OF WORK DAY/WORK YEAR

14.01 Planning Time

All full-time elementary teachers shall receive planning time of no less than two hundred (200) minutes a week. Within these two hundred (200) minutes, preparation time shall be scheduled in blocks of no less than thirty (30) consecutive minutes daily during the student day. All full-time secondary teachers shall receive a minimum of one (1) daily planning period, which will be equal to one (1) regular classroom instructional period during the student day.

14.02 Duty-Free Lunch

Each teacher shall have thirty (30) consecutive minutes of a duty-free lunch period each day. If necessary, teachers shall be permitted to leave their schools during their lunch periods after notifying the building office.

14.03 Length of School Day

Previous to August 1 of any given school year, the Board may alter starting and ending times for school buildings as long as the starting time is not before 7:30 am and the ending time is not after 3:30 pm. The Superintendent will meet with, and seek input from, the Association President and an Association Representative of the building, before any such change is made.

The length of each school day shall be as follows:

- K-8 Seven (7) hours, ten (10) minutes
- 9-12 Seven (7) hours, twenty (20) minutes

The school day for teachers traveling between school buildings will not exceed seven (7) hours and twenty (20) minutes.

14.04 Compensation for Substituting

- A. Every reasonable effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute.
- B. Reassignment may only occur when no substitute is available and when the administrator's only option is to fill the vacant position from within the staff. Administration may not reassign an appropriately certified teacher based on a need, when such an action results in the reassigned teacher's class being filled by a substitute.
- C. Any teacher reassigned to substitute for an entire day for an absent teacher will be compensated at the sub rate. Compensation for partial day substitutions will be determined on a per period basis.
- D. In those cases where a substitute is not available, any teacher agreeing to substitute may be used to cover the class (in whole or part) of the absent teacher. Teachers will be compensated at the rate of thirty dollars (\$30.00) per 7-12 class period and seven dollars and fifty cents (\$7.50) per fifteen (15) minute increments in grades K-6.
- E. Any teacher whose classroom is impacted by the addition of five (5) or more regular education students (including gifted) or three (3) or more special needs students shall be entitled to compensation at the aforementioned rate.

14.05 Length of School Year

The length of the school year shall not exceed one hundred eighty six (186) days including the following:

- one (1) preparation day;
- one (1) records day; four (4) professional days; and
- two (2) Parent-Teacher/Open House conference days.

The Superintendent's Council shall be involved in the development of a proposed calendar for the upcoming school year.

Administration shall meet with the Professional Development Committee regarding topics for professional days by the last school day of each year to decide topics for professional days for the following school year.

14.06 Extended Service

The salary for extended service shall be at the teacher's per diem rate for the following periods:

Vo-Ag	10 days
MS Guidance (4-8)	10 days
Elementary Guidance (K-3)	10 days
High School Guidance	10 days
Library/Media Specialist	10 days

The Board may approve additional days as necessary, upon the recommendation of the Superintendent.

14.07 Faculty Meetings

Teachers will be required to attend one (1) monthly faculty meeting (or nine (9) per school year), without compensation, and not to exceed forty-five (45) minutes in duration. Administrators are encouraged to utilize memos to communicate with staff whenever possible as opposed to scheduling meetings.

14.08 Professional Development

- A. Administration will minimize requiring teachers to attend professional development occurring during the student school day which is not part of the annual curriculum academic plan.
- B. Teachers shall be compensated at thirty dollars (\$30.00) per hour for any time beyond their normal work day for District assigned professional development activities.
- C. The intent of this section is to maximize student contact/instructional time by assigned teacher.

ARTICLE XV – ASSIGNMENT, VACANCY, AND TRANSFER

15.01 Assignment

No later than the last student day of each year, every teacher shall receive notice of his/her assignment which shall contain the grade or grades, subject or subjects, and building or

buildings where assigned for the next year. Only with written reasons will changes be made after this date.

15.02 Transfer

- A. A transfer shall be defined as a change in assignment by a teacher from one bargaining unit position to another.
- B. A voluntary transfer shall be defined as a teacher initiated reassignment.
- C. An involuntary transfer shall be defined as a Board initiated reassignment of a teacher.

15.03 Involuntary Transfer Procedure

- A. If no teacher requests a vacant position, the Board may assign the least senior person in the affected certification to that position.
- B. No teacher shall be involuntarily transferred in an arbitrary or capricious manner.
- C. Any involuntarily transferred teacher shall be given written reasons for such transfer.
- D. No transfer shall be implemented during a period of Reduction In Force that will negatively cause the layoff of a more senior teacher.

15.04 Vacancy Postings

- A. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for ninety (90) work days or longer as a result of resignation, termination, non-renewal, death, retirement, one-year unpaid leave of absence and/or transfer to another position.
- B. Posting for vacancies shall be done as soon as possible, but no later than thirty (30) calendar days after the occurrence of the vacancy.
- C. The vacancy notification shall be posted on all lounge workroom bulletin boards, and a copy shall be sent to the Association.
- D. During the summer, the District shall email all vacancy postings to teachers and mail hard copies to the Association Co-Presidents. The Association will provide the Superintendent and the Treasurer with contact information for the Co-Presidents.
- E. All bargaining unit vacancies, which occur, shall be posted for a period of ten (10) workdays. All teachers may bid on all postings for which they are certificated and for which they meet minimum qualifications. Vacancies which occur between July 31st and the first workday of the school year shall be posted for a period of five (5) days after the postmark of the vacancy notification to all bargaining unit members. Vacancies which occur between the first workday and September 30th shall be posted for a period of three (3) workdays (upon receipt of notification to the Co-presidents of the Association) and all

bargaining unit members shall receive notification of the vacancy in their school mailboxes.

- F. The vacancy notification shall include the position title, entry level qualifications, licensing and/or certification requirements, description of the position's duties, location where it is to be performed, date of initial posting, and last date to apply for the position.
- G. No vacancy may be filled on a temporary basis for more than sixty (60) calendar days after which time the vacancy shall be permanently filled. Permanently filled positions must go through the posting process.
- H. Vacancies shall be filled with the most senior applicant, unless in the judgment of the Superintendent, said applicant is not the most qualified based upon past job performance or upon the teacher's training and experience. Seniority within the unit shall be the final determining factor in the filling of a vacancy if all other qualifications are equal. The Superintendent will not be arbitrary and capricious in making such decisions.
- I. If the most senior applicant is not selected for the vacancy and submits a written request, the Superintendent will explain the determination, in writing, to that most senior applicant and to the Association President.
- J. The intent of this section is to give preference to current teachers being transferred prior to non-bargaining unit members being employed.

15.05 Filling Supplemental Positions

- A. The supplemental vacancy notification shall include the position, title, entry level qualifications, licensing and/or certification requirements, description of the position's duties, location of school site, date of initial posting, and last date to apply for the position. Posting and filling of the supplemental positions shall be in accordance with Section 15.04 of this Article, except where noted in 15.05 B.
- B. Section 15.04 (H), (I), (J) of the Negotiated Agreement shall not apply to the supplemental contracts sections of this agreement at the initial hiring of the coach, director or other position listed under Section 7.08 Supplemental Pay of the Negotiated Agreement. Initial hiring means that the position has been vacated by the previous coach, director, etc. or is a newly created position. Should an individual hold a position listed on the supplemental contract schedule, resign that position, and wish to reapply at least one (1) year later, that position would be treated as an "initial hiring".
- C. Acceptance of a supplemental contract shall be voluntary. Individuals employed under this section shall be employed under a Limited Contract, which shall expire each June 30th.
- D. There shall be at least one (1) written evaluation made on each head varsity coach, club advisor or class advisor, varsity cheerleading advisor, academic coach, instrumental music director, and yearbook advisor each school year. The first evaluation shall be based on an observation of at least thirty (30) minutes by the athletic director, principal, or immediate supervisor of the coach, director, or advisor.

The written evaluation of non-coaching advisors shall be made during the school year, before May 1st.

The evaluation of head coaches shall be made after the Ohio High School Athletic Association starting date and before the first game (or match). An evaluation conference will be held between the head coach, the athletic director, principal, or supervisor following each evaluation. The first evaluation conference will be conducted no later than five (5) workdays after the first game (or match) is played. The second will be conducted within fifteen (15) workdays after the last game (or match) is played.

Observations resulting in identification of performance deficiencies shall be followed within five (5) workdays by a conference between the evaluator and the coach/advisor in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the observation report shall be given to the coach/advisor at the post-observation conference.

Evaluations shall be based upon the Board-adopted job description. The job description shall be given to each coach at the time of hiring.

The athletic director, principal, or supervisor shall include in the evaluation specific recommendations regarding any desired improvements and the means by which the coach, advisor, or director may obtain assistance in making such improvements.

When one (1) or more deficiencies are observed and noted on a written evaluation, the evaluator may conduct formal, unannounced observations for the purpose of addressing the noted deficiencies.

The ultimate responsibility for correcting any noted deficiencies shall rest with the coach/advisor/director.

Rehiring shall be based on the basis of evaluation of job performance.

Coaches, directors, or others listed on the Supplemental Salary Schedule that are presently holding a position(s) shall be given preference to be re-employed to said position based on written evaluations by the athletic director, principal, or their immediate supervisor.

- E. The employment or re-employment of all assistants shall be based upon the recommendations of the varsity head coach or director with the concurrence of the athletic director, principal, or immediate supervisor.
- F. A teacher's performance in a supplemental position shall not be included on the teacher's performance evaluation in his/her regular teaching position unless the performance has an impact on the teacher's classroom performance.

ARTICLE XVI - CLASS SIZE

A. Class sizes for instructional classes shall be:

1. K-8 class size shall not exceed twenty-five (25) pupils to one (25:1) certificated/licensed staff member per class.
2. 9-12 class size shall not exceed twenty-seven (27) pupils to one (27:1) certified/licensed staff member per class.

For each student exceeding the class size levels above, a stipend of two hundred-fifty dollars (\$250.00) will be paid per semester.

B. Study halls, bands, and choirs shall be excluded from class size limitations.

C. Class size will be determined based on class numbers during the 1st week of October. For second semester classes, class size will be determined based on class numbers during the 1st week of February.

D. The participation of an inclusion teacher in the classroom will not change the teacher/pupil ratios established above.

E. Teachers whose duties are impacted by a student with an IEP shall be provided the opportunity to participate as a member of the IEP team. If the teacher agrees to participate as a team member, the teacher shall be present for IEP team meetings as long as the teacher has received seventy-two (72) hours' prior notice. Teachers shall be granted release time for meetings that occur during the workday.

F. Teachers working with a student on an IEP shall have the opportunity to review all appropriate documents concerning the identification and placement of the student.

G. The ratio for special education classes shall be according to State and Federal guidelines.

ARTICLE XVII - PROFESSIONAL DRESS

Teachers should dress in a manner that sets them above the student dress code. Individual exceptions may be made for classroom needs. Special occasion casual dress days in each building are acceptable.

ARTICLE XVIII - SEVERABILITY

A. 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 applicable State or Federal law or valid rule or regulation adopted by a Federal or a

State Agency shall prevail as to that provision. 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 Agency or a State Agency pursuant thereto shall continue in full force and effect in accordance with their terms.

- B. 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 State Agency pursuant thereto, which would invalidate any provision of this agreement, pursuant to Article 1 of the Negotiated 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. Dispute resolution shall be pursuant to Article II, C and D.
- C. If, during the term of this agreement, there is a change in any applicable State or Federal law or valid rule or regulation adopted by a Federal or a State Agency pursuant thereto which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working conditions(s) in accordance with O.R.C. 4117, then pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party. Dispute resolution shall be pursuant to Article II, C and D.

ARTICLE XIX - NO STRIKE CLAUSE

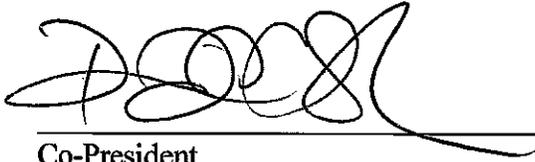
- A. The Association (including its State and National Affiliates) and each teacher shall not cause, engage in, or sanction any illegal strike, slow-down, or other concerted action for the term of the agreement or any extension thereof. Nor shall there be any strike or interruption of work during the term of this agreement because of any dispute or disagreement between any other person who is not a signatory party of this Agreement.

ARTICLE XX - ENTIRE AGREEMENT CLAUSE

- A. This Agreement represents the entire Agreement of the parties. Upon adoption of the Agreement by the Board, it shall take precedence over any prior Board policies, rules, or regulations that may be inconsistent with this Agreement.
- B. The parties jointly acknowledge that during the course of the negotiations which resulted in this Agreement, each party had unlimited rights and opportunities to make demands and proposals with respect to any matter. This Agreement is the product of the exercise of those rights and opportunities and the ensuing negotiations.

ARTICLE XXI - DURATION

This Agreement shall be in effect from July 1, 2013 through June 30, 2016.



Co-President
Wellington Education Association

10/17/13

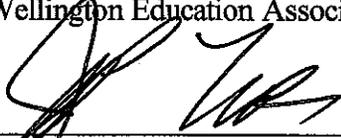
Date



Co-President
Wellington Education Association

10/16/13

Date



Representative
Board of Education, Wellington Ex. Village Schools

10/15/13

Date

**Wellington Exempted Village School District
Health Insurance Plan Options as of January 1, 2008**

Benefit	Plan 1		Plan 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (note that any amount not paid at 100% is subject to deductible)	\$250 individual/ \$500 family	\$500 individual/ \$1,000 family	\$500 individual/ \$1,000 family	\$1,000 individual/ \$2,000 family
Coinsurance	90%	70% UCR	80%	60% UCR
Out-of-pocket maximum (not including deductible)	\$1,000 individual/ \$2,000 family	\$2,000 individual/ \$4,000 family	\$2,000 individual/ \$4,000 family	\$4,000 individual/ \$8,000 family
Lifetime maximum	Unlimited		Unlimited	
Inpatient hospital services				
Room and board	90%	70% UCR	80%	60% UCR
Other hospital services	90%	70% UCR	80%	60% UCR
Surgical services	90%	70% UCR	80%	60% UCR
Physician services	90%	70% UCR	80%	60% UCR
Emergency room services	\$50 copay then 100%	\$50 copay then 100%	\$70 copay then 100%	60% UCR
Non-emergency use of emergency room	\$50 copay then 80%	70% UCR	\$75 copay then 70%	60% UCR
Maternity services	90%	70% UCR	80%	60% UCR
Outpatient hospital services				
Surgical services	90%	70% UCR	80%	60% UCR
Diagnostic services	90%	70% UCR	80%	60% UCR
Urgent care services	\$15 copay, then 100%	70% UCR	80%	60% UCR

**Wellington Exempted Village School District
Health Insurance Plan Options as of January 1, 2008**

Benefit	Plan 1		Plan 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Physician services				
Medically necessary office visits	\$15 copay then 100%	70% UCR	80%	60% UCR
Surgical services	90%	70% UCR	80%	60% UCR
Maternity	90%	70% UCR	80%	60% UCR
Physical and occupational and therapy (facility and professional)	90% up to 10 visits then medical review	70% UCR up to 10 visits then medical review	80% up to 10 visits then medical review	60% UCR up to 10 visits then medical review
Speech therapy (facility and professional)	90% unlimited	70% UCR unlimited	80% unlimited	60% UCR unlimited
Cardiac rehabilitation	90%	70% UCR	80%	60% UCR
Immunizations (tetanus, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide)	90%	70% UCR	80%	60% UCR

**Wellington Exempted Village School District
Health Insurance Plan Options as of January 1, 2008**

Benefit	Plan 1		Plan 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventive services				
Annual physical exams (age 9 and over)	100%	50% UCR	100%	50% UCR
Routine lab, x-rays and medical tests	100%	50% UCR	100%	50% UCR
Annual routine pap smear	100%, 1/yr.	50% UCR	100%, 1/yr.	50% UCR
Annual mammogram	100%, 1/yr.	50% UCR	100%, 1/yr.	50% UCR
Well child care/lab tests and immunizations to age 9	100%; from 0-1: \$500 max., from 1-9: \$150 max.	50% UCR: from 0-1: \$500 max., from 1-9: \$150 max.	100%; from 0-1: \$500 max., from 1-9: \$150 max.	50% UCR: from 0-1: \$500 max., from 1-9: \$150 max.
Well woman exam office visit (1/yr.)	100%	50% UCR	100%	50% UCR
PSA exam	100%	50% UCR	100%	50% UCR
Routine endoscopy	100%	50% UCR	100%	50% UCR
Mental health/substance abuse services				
Inpatient	90% up to 30 days/yr.	70% up to 30 days/yr.	80% up to 30 days/yr.	60% up to 30 days/yr.
Outpatient	90% up to 30 visits/yr.	70% up to 30 visits/yr.	80% up to 30 visits/yr.	60% up to 30 visits/yr.
Additional benefits				
Hospice	90%	70% UCR	80%	60% UCR
Private duty nursing	90%	70% UCR	80%	60% UCR
Skilled nursing facility	90%	70% UCR	80%	60% UCR
Home health care	90% up to 40 visits/yr.	70% UCR up to 40 visits/yr.	80% up to 40 visits/yr.	60% UCR up to 40 visits/yr.

**Wellington Exempted Village School District
Health Insurance Plan Options as of January 1, 2008**

Benefit	Plan 1		Plan 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Additional benefits, ctd.				
Allergy testing	90% 1/yr.	70% UCR, 1/yr.	80% 1/yr.	60% UCR, 1/yr.
Allergy treatments	90%	70% UCR	80%	60% UCR
Ambulance	90%	70% UCR	80%	60% UCR
Durable medical equipment	90%	70% UCR	80%	60% UCR
Organ transplants	90%	70% UCR	80%	60% UCR
TMJ devices	Not covered	Not covered	Not covered	Not covered
Wigs after chemotherapy	90%	70% UCR	80%	60% UCR
Prescription drugs				
Retail copay (30 day supply)				
Generic		\$10		\$15
Preferred brand		\$20		\$30
Non-preferred brand		\$30		\$45
Mail order copay (90 day supply)				
Generic		\$20		\$30
Preferred brand		\$40		\$60
Non-preferred brand		\$60		\$90

NO. _____

GRIEVANCE REPORT FORM

Date _____

Level _____

Grievant _____ Assignment _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____ Date _____

Disposition by Supervisor _____

Signature of Supervisor _____ Date _____

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT
WELLINGTON EDUCATION ASSOCIATION
CATASTROPHIC LEAVE BANK
Application for Withdrawal of Leave Bank Days

Employee's Name: _____ Social Security No.: _____

Position: _____ Building: _____

Application for use of leave is requested for a serious health condition affecting:

- ___ Myself ___ Spouse ___ Child ___ Stepchild ___ Grandchild ___ Father
- ___ Mother
- ___ Brother ___ Sister ___ Father-in-Law ___ Mother-in-Law ___ Sister-in-Law
- ___ Brother-in-Law ___ Son-in-Law ___ Daughter-in-Law ___ Grandparents ___ Legal Guardian
- ___ Dependent in Residence

The reason indicated above as demonstrated by the attached medical documentation qualifies for catastrophic leave. Application is submitted in accordance with Article VI (6.12) of the Negotiated Agreement between the Wellington Education Association and the Wellington Exempted Village School District Board of Education.

Number of Days requested: _____

APPLICANT'S SIGNATURE

DATE

THIS SECTION FOR SUPERINTENDENT AND TREASURER USE ONLY

___ Number of days accrued in bank ___ Number of days requested

___ Physician statement attached ___ Number of days approved

Application Approved. Date Catastrophic Leave is to commence: _____

Application Approved subject to second opinion

Application Rejected. Reason: _____
(Use reverse side if necessary)

TREASURER OR HIS/HER DESIGNEE

DATE

SUPERINTENDENT

DATE

Date Received: _____

Date Completed: _____

WELLINGTON EXEMPTED VILLAGE SCHOOLS
EXPENSE CLAIM

NAME: _____ DATE SUBMITTED: _____

The claimant hereby requests reimbursement for expenses incurred as follows:

DESCRIPTION OF EXPENSE: _____

PURCHASE ORDER #: _____ Please attach all original receipts. Sales tax cannot be reimbursed.

A. BUSINESS TRAVEL: Date(s) of Travel _____

1. From _____ to _____ and return.

a. Air Ticket \$ _____

b. Auto

1) Mileage - _____ miles @ IRS Rate of _____ \$ _____

2) Parking \$ _____

3) Tolls \$ _____

c. Taxi \$ _____

2. Hotel Room for dates _____ \$ _____

3. Meals \$ _____

4. Registration Fee \$ _____

5. Other Travel Expenses \$ _____

TOTAL TRAVEL EXPENSES \$ _____

B. TRAVEL WITHIN DISTRICT: For employees reimbursed for travel between buildings or within the District.
Attach school calendar showing dates of travel.

1. Distance one way: _____ miles

2. Number of trips: _____ x miles one way _____

3. Total miles x IRS Rate = TOTAL MILEAGE EXPENSE \$ _____

C. OTHER EXPENSE(S): Item/Description _____

_____ \$ _____

TOTAL CLAIM \$ _____

I hereby certify that the expenses listed above were actually incurred and represent a proper charge against the Wellington Exempted Village School District.

SIGNATURE OF CLAIMANT _____

Approved as authorized _____	(Superintendent)
Approved for payment _____	(Treasurer)

COMPLETED FORM TO BE RETURNED TO THE SUPERINTENDENT'S OFFICE WITH DETAILED RECEIPTS ATTACHED AFTER approved travel/expense.

Dear Treasurer,

I wish to contribute one (1) day of my accumulated sick leave to the “Catastrophic Leave Bank” for the (current) school year.

Thank you.

Print Name

Signature

Date

Wellington Exempted Village School District

PAYROLL SCHEDULE 2013-2014

September - August Calendar

September 2013					September					March					March 2014				
M	T	W	T	F	13	P/R Period:	8/26- 9/8	Time Sheets due @ Noon on	9/6	14	P/R Period:	2/24 - 3/9	Time Sheets due @ Noon on	3/7	M	T	W	T	F
2	3	4	5	6											3	4	5	6	7
9	10	11	12	13											10	11	12	13	14
16	17	18	19	20	27	P/R Period:	9/9- 9/22	Time Sheets due @ Noon on	9/20	28	P/R Period:	3/10 - 3/23	Time Sheets due @ Noon on	3/21	17	18	19	20	21
23	24	25	26	27											24	25	26	27	28
30															31				
October 2013					October					April					April 2014				
M	T	W	T	F	11	P/R Period:	9/23 - 10/6	Time Sheets due @ Noon on	10/4	11	P/R Period:	3/24 - 4/6	Time Sheets due @ Noon on	4/4	M	T	W	T	F
	1	2	3	4												1	2	3	4
7	8	9	10	11											7	8	9	10	11
14	15	16	17	18	25	P/R Period:	10/7 - 10/20	Time Sheets due @ Noon on	10/18	25	P/R Period:	4/7 - 4/20	Time Sheets due @ Noon on	4/18	14	15	16	17	18
21	22	23	24	25											21	22	23	24	25
28	29	30	31												28	29	30		
November 2013					November					May					May 2014				
M	T	W	T	F	8	P/R Period:	10/21 - 11/3	Time Sheets due @ Noon on	11/1	9	P/R Period:	4/21 - 5/4	Time Sheets due @ Noon on	5/2	M	T	W	T	F
				1															1
4	5	6	7	8											5	6	7	8	9
11	12	13	14	15	22	P/R Period:	11/4 - 11/17	Time Sheets due @ Noon on	11/15	23	P/R Period:	5/5- 5/18	Time Sheets due @ Noon on	5/16	12	13	14	15	16
18	19	20	21	22											19	20	21	22	23
25	26	27	28	29											26	27	28	29	30
December 2013					December					June					June 2014				
M	T	W	T	F	6	P/R Period:	11/18 - 12/1	Time Sheets due @ Noon on	11/29	6	P/R Period:	5/19- 6/1	Time Sheets due @ Noon on	5/30	M	T	W	T	F
2	3	4	5	6											2	3	4	5	6
9	10	11	12	13											9	10	11	12	13
16	17	18	19	20	20	P/R Period:	12/2- 12/15	Time Sheets due @ Noon on	12/13	20	P/R Period:	6/2- 6/15	Time Sheets due @ Noon on	6/13	16	17	18	19	20
23	24	25	26	27											23	24	25	26	27
30	31														30				
January 2014					January					July					July 2014				
M	T	W	T	F	3	P/R Period:	12/16 - 12/29	Time Sheets due @ Noon on	12/27	3	P/R Period:	6/16 - 6/29	Time Sheets due @ Noon on	6/27	M	T	W	T	F
		1	2	3													1	2	3
6	7	8	9	10	17	P/R Period:	12/30 - 1/12	Time Sheets due @ Noon on	1/10	18	P/R Period:	6/30 - 7/13	Time Sheets due @ Noon on	7/11	7	8	9	10	11
13	14	15	16	17											14	15	16	17	18
20	21	22	23	24	31	P/R Period:	1/13 - 1/26	Time Sheets due @ Noon on	1/24						21	22	23	24	25
27	28	29	30	31											28	29	30	31	
February 2014					February					August					August 2014				
M	T	W	T	F	14	P/R Period:	1/27 - 2/9	Time Sheets due @ Noon on	2/7	1	P/R Period:	7/14 - 7/27	Time Sheets due @ Noon on	7/25	M	T	W	T	F
3	4	5	6	7															
10	11	12	13	14	28	P/R Period:	2/10 - 2/23	Time Sheets due @ Noon on	2/21	15	P/R Period:	7/28 - 8/10	Time Sheets due @ Noon on	8/8	4	5	6	7	8
17	18	19	20	21											11	12	13	14	15
24	25	26	27	28											18	19	20	21	22
															25	26	27	28	29

Time Records for employees working weekends are due by 10:00 a.m. the following Monday.

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)

County: Lorain

Certified Salary Schedule

2013-2014

Base Salary: \$32,900

Experience

Level: BA BA+15 BA+30 MA MA+15 MA+30

Years

Experience Salary Salary Salary Salary Salary Salary

0	\$32,900	\$33,558	\$34,545	\$35,861	\$36,026	\$36,848
1	\$34,512	\$35,170	\$36,256	\$37,671	\$37,901	\$38,822
2	\$36,124	\$36,782	\$37,967	\$39,480	\$39,776	\$40,796
3	\$37,736	\$38,394	\$39,677	\$41,290	\$41,651	\$42,770
4	\$39,348	\$40,006	\$41,388	\$43,099	\$43,527	\$44,744
5	\$40,961	\$41,619	\$43,099	\$44,909	\$45,402	\$46,718
6	\$42,573	\$43,231	\$44,810	\$46,718	\$47,277	\$48,692
7	\$44,185	\$44,843	\$46,521	\$48,528	\$49,153	\$50,666
8	\$45,797	\$46,455	\$48,231	\$50,337	\$51,028	\$52,640
9	\$47,409	\$48,067	\$49,942	\$52,147	\$52,903	\$54,614
10	\$49,021	\$49,679	\$51,653	\$53,956	\$54,779	\$56,588
11	\$50,633	\$51,291	\$53,364	\$55,766	\$56,654	\$58,562
12	\$52,245	\$52,903	\$55,075	\$57,575	\$58,529	\$60,536
13	\$53,857	\$54,515	\$56,785	\$59,385	\$60,404	\$62,510
14	\$53,857	\$54,515	\$56,785	\$59,385	\$60,404	\$62,510
15	\$55,469	\$56,127	\$58,496	\$61,194	\$62,280	\$64,484
16	\$55,469	\$56,127	\$58,496	\$61,194	\$62,280	\$64,484
17	\$55,469	\$56,127	\$58,496	\$61,194	\$62,280	\$64,484
18	\$55,469	\$56,127	\$58,496	\$61,194	\$62,280	\$64,484
19	\$55,469	\$56,127	\$58,496	\$61,194	\$62,280	\$64,484
20	\$57,082	\$57,740	\$60,207	\$63,004	\$64,155	\$66,458
21	\$57,082	\$57,740	\$60,207	\$63,004	\$64,155	\$66,458
22	\$57,082	\$57,740	\$60,207	\$63,004	\$64,155	\$66,458
23	\$57,082	\$57,740	\$60,207	\$63,004	\$64,155	\$66,458
24	\$57,082	\$57,740	\$60,207	\$63,004	\$64,155	\$66,458
25	\$57,082	\$57,740	\$60,207	\$64,813	\$66,030	\$68,432
26	\$57,082	\$57,740	\$60,207	\$64,813	\$66,030	\$68,432
27	\$57,082	\$57,740	\$60,207	\$64,813	\$66,030	\$68,432
28	\$57,082	\$57,740	\$60,207	\$64,813	\$66,030	\$68,432
29	\$57,082	\$57,740	\$60,207	\$64,813	\$66,030	\$68,432
30	\$57,082	\$57,740	\$60,207	\$64,813	\$66,030	\$68,432

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)

County: Lorain

Certified Salary Schedule

2014-2015

Base Salary:

\$33,229

Experience**Level: BA BA+15 BA+30 MA MA+15 MA+30****Years**

Experience	Salary	Salary	Salary	Salary	Salary	Salary
0	\$33,229	\$33,894	\$34,890	\$36,220	\$36,386	\$37,216
1	\$34,857	\$35,522	\$36,618	\$38,047	\$38,280	\$39,210
2	\$36,485	\$37,150	\$38,346	\$39,875	\$40,174	\$41,204
3	\$38,114	\$38,778	\$40,074	\$41,702	\$42,068	\$43,198
4	\$39,742	\$40,406	\$41,802	\$43,530	\$43,962	\$45,191
5	\$41,370	\$42,035	\$43,530	\$45,358	\$45,856	\$47,185
6	\$42,998	\$43,663	\$45,258	\$47,185	\$47,750	\$49,179
7	\$44,627	\$45,291	\$46,986	\$49,013	\$49,644	\$51,173
8	\$46,255	\$46,919	\$48,714	\$50,840	\$51,538	\$53,166
9	\$47,883	\$48,548	\$50,442	\$52,668	\$53,432	\$55,160
10	\$49,511	\$50,176	\$52,170	\$54,496	\$55,326	\$57,154
11	\$51,139	\$51,804	\$53,897	\$56,323	\$57,220	\$59,148
12	\$52,768	\$53,432	\$55,625	\$58,151	\$59,114	\$61,141
13	\$54,396	\$55,060	\$57,353	\$59,978	\$61,008	\$63,135
14	\$54,396	\$55,060	\$57,353	\$59,978	\$61,008	\$63,135
15	\$56,024	\$56,689	\$59,081	\$61,806	\$62,902	\$65,129
16	\$56,024	\$56,689	\$59,081	\$61,806	\$62,902	\$65,129
17	\$56,024	\$56,689	\$59,081	\$61,806	\$62,902	\$65,129
18	\$56,024	\$56,689	\$59,081	\$61,806	\$62,902	\$65,129
19	\$56,024	\$56,689	\$59,081	\$61,806	\$62,902	\$65,129
20	\$57,652	\$58,317	\$60,809	\$63,634	\$64,797	\$67,123
21	\$57,652	\$58,317	\$60,809	\$63,634	\$64,797	\$67,123
22	\$57,652	\$58,317	\$60,809	\$63,634	\$64,797	\$67,123
23	\$57,652	\$58,317	\$60,809	\$63,634	\$64,797	\$67,123
24	\$57,652	\$58,317	\$60,809	\$63,634	\$64,797	\$67,123
25	\$57,652	\$58,317	\$60,809	\$65,461	\$66,691	\$69,116
26	\$57,652	\$58,317	\$60,809	\$65,461	\$66,691	\$69,116
27	\$57,652	\$58,317	\$60,809	\$65,461	\$66,691	\$69,116
28	\$57,652	\$58,317	\$60,809	\$65,461	\$66,691	\$69,116
29	\$57,652	\$58,317	\$60,809	\$65,461	\$66,691	\$69,116
30	\$57,652	\$58,317	\$60,809	\$65,461	\$66,691	\$69,116

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)

County: Lorain

Certified Salary Schedule

2015-2016

\$33,561

Base Salary:

Experience**Level: BA BA+15 BA+30 MA MA+15 MA+30****Years**

Experience	Salary	Salary	Salary	Salary	Salary	Salary
0	\$33,561	\$34,232	\$35,239	\$36,581	\$36,749	\$37,588
1	\$35,205	\$35,877	\$36,984	\$38,427	\$38,662	\$39,602
2	\$36,850	\$37,521	\$38,729	\$40,273	\$40,575	\$41,616
3	\$38,494	\$39,166	\$40,475	\$42,119	\$42,488	\$43,629
4	\$40,139	\$40,810	\$42,220	\$43,965	\$44,401	\$45,643
5	\$41,783	\$42,455	\$43,965	\$45,811	\$46,314	\$47,657
6	\$43,428	\$44,099	\$45,710	\$47,657	\$48,227	\$49,670
7	\$45,072	\$45,744	\$47,455	\$49,502	\$50,140	\$51,684
8	\$46,717	\$47,388	\$49,200	\$51,348	\$52,053	\$53,698
9	\$48,361	\$49,033	\$50,946	\$53,194	\$53,966	\$55,711
10	\$50,006	\$50,677	\$52,691	\$55,040	\$55,879	\$57,725
11	\$51,650	\$52,322	\$54,436	\$56,886	\$57,792	\$59,739
12	\$53,295	\$53,966	\$56,181	\$58,732	\$59,705	\$61,752
13	\$54,939	\$33,561	\$57,926	\$60,578	\$61,618	\$63,766
14	\$54,939	\$55,611	\$57,926	\$60,578	\$61,618	\$63,766
15	\$56,584	\$57,255	\$59,671	\$62,423	\$63,531	\$65,780
16	\$56,584	\$57,255	\$59,671	\$62,423	\$63,531	\$65,780
17	\$56,584	\$57,255	\$59,671	\$62,423	\$63,531	\$65,780
18	\$56,584	\$57,255	\$59,671	\$62,423	\$63,531	\$65,780
19	\$56,584	\$57,255	\$59,671	\$62,423	\$63,531	\$65,780
20	\$58,228	\$58,900	\$61,417	\$64,269	\$65,444	\$67,793
21	\$58,228	\$58,900	\$61,417	\$64,269	\$65,444	\$67,793
22	\$58,228	\$58,900	\$61,417	\$64,269	\$65,444	\$67,793
23	\$58,228	\$58,900	\$61,417	\$64,269	\$65,444	\$67,793
24	\$58,228	\$58,900	\$61,417	\$64,269	\$65,444	\$67,793
25	\$58,228	\$58,900	\$61,417	\$66,115	\$67,357	\$69,807
26	\$58,228	\$58,900	\$61,417	\$66,115	\$67,357	\$69,807
27	\$58,228	\$58,900	\$61,417	\$66,115	\$67,357	\$69,807
28	\$58,228	\$58,900	\$61,417	\$66,115	\$67,357	\$69,807
29	\$58,228	\$58,900	\$61,417	\$66,115	\$67,357	\$69,807
30	\$58,228	\$58,900	\$61,417	\$66,115	\$67,357	\$69,807

WELLINGTON EXEMPTED VILLAGE SCHOOLS
TEACHER EVALUATION

Teacher _____ School _____ Date _____

Evaluator _____ Subject/Grade _____

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Identifies the learning needs of students and adapts instruction to fit those needs.					
3. Evaluates students and maintains accurate records of their performance and reports student progress to parents and/or legal guardians.					
4. Uses instructional techniques, materials, and media consistent with the needs and capabilities of the student(s) involved.					
5. Follows the prescribed District curriculum guides and courses of study or obtains approval to vary from them.					
6. Demonstrates evidence of planning through written lesson plans.					

Managerial

1. Maintains discipline that will provide an environment conducive for learning and insure the protection of students, equipment, materials, and facilities.					
2. Maintains accurate and complete records in accordance with the law, district policy, and administrative regulations.					
3. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, and homeroom.					

WELLINGTON EXEMPTED VILLAGE SCHOOLS
 SPEECH/LANGUAGE PATHOLOGIST (SLP)
 EVALUATION

SLP _____ School _____ Date _____

Evaluator _____

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Identified the speech/language/oral communication needs of students through screenings, either individual with parent permission or in mass screenings for ages 3 years through 5 years and kindergarten through twelfth grades.					
3. Completes diagnosis and appraisal of specific speech/language handicaps/communication disorders as part of the multi-factored evaluation team for ages 3 years through 5 years and kindergarten through twelfth grades.					
4. Provides speech/language services for students kindergarten through twelfth grades who meet the eligibility requirements for speech/language handicapped/communication disorders according to the Rules for the Education of Handicapped Children and Rules for the Education of Preschool Children with Disabilities, Ohio Department of Education.					
5. Evaluates students and maintains accurate records of their performance and reports student progress to parents and/or legal guardians.					

6. Observes students in settings other than the speech therapy setting with permission of the classroom teacher, preschool teacher or parents of preschool age children when necessary/appropriate for speech/language/communications services.

7. Uses instructional techniques, materials, and media consistent with the needs and capabilities of the student(s) involved.

8. Follows the prescribed District curriculum guides and courses of study or obtains approval to vary from them.

9. Demonstrates evidence of planning through written lesson plans/logs.

10. Conducts communicative status appraisals for three-year re-evaluations for students in speech/language and may serve on the multi-factored evaluation team to conduct communicative status appraisals for initial child studies and three-year re-evaluations of those enrolled in other special education programs.

11. Provides speech/language services for habilitation or prevention of communicative handicaps.

Managerial

1. Maintains discipline that will provide an environment conducive for learning and insure the protection of students, equipment, materials, and facilities.

2. Completes due process procedures and paperwork in a timely manner and within the time requirements required by federal and state law.

3. Chairs individualized Education Program (IEP) placement meetings and annual reviews with an administrator and parents of children qualifying for speech/language/communication services as determined by the multi-factored evaluation team when speech/language/communication services are considered the only special education program.

4. May attend and participate in IEP placement meetings and annual reviews for students when speech/language services are provided as a related service to another special education program.

5. Attends Intervention Assistance Team (IAT) meetings when the student of concern is enrolled in speech/language services or when requested by principals/teachers.

6. Refers for medical or other professional services necessary for the habilitation of speech/language/communication disorders in accordance with District procedures.

7. Maintains accurate and complete records in accordance with the law, district policy, and administrative regulations.

8. Performs designated responsibilities as assigned by the principal/s such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

Professional

1. Meets and instructs assigned classes in the locations and at times designated.

2. Maintains a professional relationship with students and parents/legal guardians.

3. Maintains cooperative, professional relations with other employees of the School District.

4. Maintains confidentiality regarding student progress and adjustment.

5. Is professionally responsive to supervision and suggestions for improvement.

6. Complies with the policies of the Board of Education.

7. Attends scheduled faculty and in-service meetings.

8. Attends meetings with Speech/Language Coordinator/Consultant Supervisor.

WELLINGTON EXEMPTED VILLAGE SCHOOLS
K-8 GUIDANCE COUNSELOR EVALUATION

Teacher _____ School _____ Date _____

Evaluator _____

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Assists students in course and subject selection.					
3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data and work with students in evolving education and occupation plans in terms of such evaluations.					
4. Works to discover and develop special abilities of students.					
5. Works to resolve students' educational handicaps.					
6. Works to prevent students from dropping out of school.					
7. Helps students evaluate career interests and choices.					
8. Remains available to students so as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.					
9. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.					

10. Guides students in their participation in school and community activities.

11. Identifies individual differences among students in the areas of intellectual, emotional, social, and physical development so that proper educational programs may be designed to meet the needs of every student.

12. Addresses at-risk students, individually or in group sessions, on the subjects of attendance, classroom behavior, learning skills, study skills, interpersonal relationships, and the harmful effects of drugs, alcohol and tobacco.

13. Assists principal in development of master schedule.

Managerial

1. Obtains and disseminates occupational information to students and to classes studying occupations.

2. Registers in-coming seventh graders and students new to the District and orients them to school procedures and the school's varied opportunities for learning.

3. Meets with the principal on a regular basis to discuss various items.

4. Participates in the school wide testing program, both in the administering of the tests and interpreting the results to students, parents, staff and administration.

5. Works with District crisis team and assists in the development of District-wide crisis plan.

6. Refers students and/or family to community agencies for further psychological counseling as needed.

7. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

Professional

1. Confers with parents and students as needed.

WELLINGTON EXEMPTED VILLAGE SCHOOLS
MEDIA SPECIALIST EVALUATION

Teacher _____ School _____ Date _____

Evaluator _____

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Helps students to develop habits of independent reference work and to develop skills in the use of reference materials in relation to planned assignments.					
3. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.					
4. Participates at curriculum meetings when applicable.					
5. Counsels with and gives reading guidance to students who may have special reading problems or unusual intellectual interests.					

Managerial

1. Operates and supervises the media center to which assigned.					
2. Evaluates, selects and requisitions new media materials.					
3. Maintains a comprehensive and efficient system for cataloging all media materials, and instructs teachers and students on use of the system.					
4. Arranges for interlibrary loan of materials of interest or use to teachers.					

5. Promotes appropriate conduct of students using media center facilities.
6. Arranges displays and exhibits likely to interest the media patrons.
7. Prepares and administers the media center budget.
8. Supervises media aides in the performance of their duties including Westwood aide.
9. Supervises the clerical routines necessary for the smooth operation of the media center.
10. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom and supervision, study hall, homeroom and bus duty.

Professional

1. Informs teachers and other staff members concerning new materials the media center acquires
2. Works with teachers in planning those assignments likely to lead to extended use of media center resources.
3. Participates actively in library and other educational and professional associations on the local level.
4. Continues professional growth through workshops, conferences and visitations to other schools.
5. Maintains a professional relationship with students and parents/legal guardians.
6. Maintains cooperative, professional relations with other employees of the School District.
7. Maintains confidentiality regarding student progress and adjustment.
8. Is professionally responsive to supervision and suggestions for improvement.
9. Complies with the policies of the Board of Education.

WELLINGTON EXEMPTED VILLAGE SCHOOLS
HIGH SCHOOL GUIDANCE COUNSELOR EVALUATION

Teacher _____ School _____ Date _____

Evaluator _____

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Assists students in course and subject selection.					
3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data and work with students in evolving education and occupation plans in terms of such evaluations in conjunction with the county career coordinator.					
4. Works to discover and develop special abilities of students.					
5. Works to resolve students' educational handicaps with the help of all pertinent individuals (parents, teachers, administrators, psychologist, etc.).					
6. Works to prevent students from dropping out of school.					
7. Remains available to students as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.					
8. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.					

9. Guides students in their participation in school and community activities.
-

Managerial

1. Prepares the schedule (master) with the principal.

2. Obtains and disseminates occupational information to students and to classes studying occupations.

3. Registers in-coming freshmen and students new to the District and orients them to school procedures and the school's varied opportunities for learning.

4. Initiates, assembles, maintains, and interprets cumulative progressive records, and uniform transcript records for assigned student.

5. Supervises the preparation and processing of college scholarships and employment applications.

6. Makes recommendations to college for admissions and scholarships.

7. provides student information to colleges and potential employers according to provisions of the Board of Education's policy on student records.

8. Arranges for tutors and summer school work.

9. Meets with the principal on a regular basis to discuss various items.

10. Maintains accurate records of those students participating in post-secondary educational options.

11. Participates in the school wide testing program, both in the administering of the tests and interpreting the results to students, parents, staff and administration.

12. Works with District crisis team and assists in the development of District-wide crisis plan.

13. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

WELLINGTON EXEMPTED VILLAGE SCHOOLS

____ UNSATISFACTORY PERFORMANCE REPORT/ ____ PROGRESS REPORT

TEACHER _____

Date _____

IDENTIFICATION

Presently your performance is unsatisfactory in the area(s) listed below (give the number of the item in the Job Description, specific reasons and/or examples).

INTERVENTION

A. Suggestions for improvement:

B. Means to obtain assistance:

TIMELINE FOR EXPECTED IMPROVEMENT

The signature below attests that the teacher has reviewed the comments above in conference with the evaluator and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this sheet or a rebuttal may be attached with the date and signature.

A rebuttal has been attached. ____ Yes ____ No

Signature of Teacher

Date

Signature of Evaluator

WELLINGTON EXEMPTED VILLAGE SCHOOLS
CLASSROOM OBSERVATION FORM

Teacher _____ Date _____ Time/Period _____

Assignment _____ Building _____

Comments and/or Suggestions:

The teacher's signature indicates only that she/he has seen this appraisal and does not necessarily indicate she/he agrees with the evaluation. She/he may attach comments.

A rebuttal will be attached ____ Yes ____ No.

Signature of Teacher

Date

Signature of Evaluator

WELLINGTON EXEMPTED VILLAGE SCHOOLS
JOB DESCRIPTION

TITLE: K-8 Guidance Counselor

QUALIFICATIONS: 1. Valid Ohio Teacher Certification
2. Counselor Certification

REPORTS TO: Building Principal

SUPERVISES: Students. All other individuals, approved by the principal and accepted by the guidance counselor, i.e., aides, student teachers, volunteers.

JOB GOAL: To help students overcome problems that impede learning and to assist them in making educational, occupational, and life plans that hold promise for their personal fulfillment as mature and responsible men and women.

PERFORMANCE RESPONSIBILITIES:

- Instructional
1. Follows the District's philosophy of education, and instructional goals and objectives.
 2. Assists students in course and subject selection.
 3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data and work with students in evolving education and occupation plans in terms of such evaluations.
 4. Works to discover and develop special abilities of students.
 5. Works to resolve students' educational handicaps.
 6. Works to prevent students from dropping out of school.
 7. Helps students evaluate career interests and choices.
 8. Remains available to students so as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.
 9. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.

10. Guides students in their participation in school and community activities.
11. Identifies individual differences among students in the areas of intellectual, emotional, social, and physical development so that proper educational programs may be designed to meet the needs of every student.
12. Addresses at-risk students, individually or in group sessions, on the subjects of attendance, classroom behavior, learning skills, study skills, interpersonal relationships, and the harmful effects of drugs, alcohol and tobacco.
13. Assists principal in development of master schedule

Managerial

1. Obtains and disseminates occupational information to students and to classes studying occupations.
2. Registers incoming seventh graders and students new to the District and orients them to school procedures and the school's varied opportunities for learning.
3. Meets with the principal on a regular basis to discuss various items.
4. Participates in the school wide testing program, both in the administering of the tests and interpreting the results to students, parents, staff and administration.
5. Works with District crisis team and assists in the development of District-wide crisis plan.
6. Refers student and/or family to community agencies for further agencies for further psychological counseling as needed.
7. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

Professional

1. Confers with parents and students as needed.
2. Works with teachers and other staff members to familiarize them with the general range of services offered by guidance department and to improve the educational prospects of individual students being counseled.
3. Interprets the guidance program to the community.
4. Remains up-to-date on the entrance requirements of colleges that students are interested in attending.
5. Assists teachers in designing and implementing educational plans for high risk or at-risk students.

6. Involves and trains parents in methods that will help them understand the educational, career, personal and social development of their children.
7. Assists staff in parent conferences as requested.
8. Maintains a professional relationship with students and parents/legal guardians.
9. Maintains cooperative, professional relations with other employees of the School District.
10. Maintains confidentiality regarding student progress and adjustment.
11. Is professionally responsive to supervision and suggestions for improvement.
12. Complies with the policies of the Board of Education.
13. Attends scheduled faculty and in-service meetings.

TERMS OF EMPLOYMENT: As per the negotiated agreement

EVALUATION: As specified in the contract

WELLINGTON EXEMPTED VILLAGE SCHOOLS
JOB DESCRIPTION

TITLE: Media Specialist

QUALIFICATIONS:

1. Valid Ohio Teacher Certification
2. Educational Media Certification

REPORTS TO: Principal/Assistant Principal

SUPERVISES: Students. All other individuals, approved by the principal and accepted by the media specialist, i.e., aides, student teachers, volunteers.

JOB GOAL: To provide leadership, coordination, and innovation in the operation of the media center.

PERFORMANCE RESPONSIBILITIES:

Instructional

1. Follows the District's philosophy of education, and instructional goals and objectives.
2. Helps students to develop habits of independent reference work and to develop skills in the use of reference materials in relation to planned assignments.
3. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.
4. Participates at curriculum meetings when applicable.
5. Counsels with and gives reading guidance to students who may have special reading problems or unusual intellectual interests.

Managerial

1. Operates and supervises the media center to which assigned.
2. Evaluates, selects and requisitions new media materials.
3. Maintains a comprehensive and efficient system for cataloging all media materials, and instructs teachers and students on use of the system.
4. Arranges for interlibrary loan of materials of interest or use to teachers.

5. Promotes appropriate conduct of students using media center facilities.
6. Arranges displays and exhibits likely to interest the media patrons.
7. Prepares and administers the media center budget.
8. Supervises media aides in the performance of their duties including Westwood aide.
9. Supervises the clerical routines necessary for the smooth operation of the media center.
10. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom and supervision, study hall, homeroom and bus duty.

Professional

1. Informs teachers and other staff members concerning new materials the media center acquires.
2. Works with teachers in planning those assignments likely to lead to extended use of media center resources.
3. Participates actively in library and other educational and professional associations on the local level.
4. Continues professional growth through workshops, conferences and visitations to other schools.
5. Maintains a professional relationship with students and parents/legal guardians.
6. Maintains cooperative, professional relations with other employees of the School District.
7. Maintains confidentiality regarding student progress and adjustment.
8. Is professionally responsive to supervision and suggestions for improvement.
9. Complies with the policies of the Board of Education.
10. Attends scheduled faculty and in-service meetings.

11. Confers with parents and students as needed.

TERMS OF EMPLOYMENT: As per the negotiated agreement

EVALUATION: As specified in the contract

WELLINGTON EXEMPTED VILLAGE SCHOOLS
JOB DESCRIPTION

TITLE: Classroom Teacher

QUALIFICATIONS: Valid Ohio Teacher Certification

REPORTS TO: Principal

SUPERVISES: Students. All other individuals, approved by the principal and accepted by the teacher, i.e., aides, student teachers, volunteers.

JOB GOAL: To help students learn subject matter and skills that will contribute to the academic development of the students.

PERFORMANCE RESPONSIBILITIES:

Instructional

1. Follows the District's philosophy of education, and instructional goals and objectives.
2. Identifies the learning needs of students and adapts instruction to fit those needs.
3. Evaluates students and maintains accurate records of their performance and reports student progress to parents and/or legal guardians.
4. Uses instructional techniques, materials, and media consistent with the needs and capabilities of the student(s) involved.
5. Follows the prescribed District curriculum guides and courses of study or obtains approval to vary from them.
6. Demonstrates evidence of planning through written lesson plans.

Managerial

1. Maintains discipline that will provide an environment conducive for learning and insure the protection of students, equipment, materials, and facilities.
2. Maintains accurate and complete records in accordance with the law, District policy, and administrative regulations.

3. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, and homeroom.

Professional

1. Meets and instructs assigned classes in the locations and at times designated.
2. Maintains a professional relationship with students and parents/legal guardians.
3. Maintains cooperative, professional relations with other employees of the School District.
4. Maintains confidentiality regarding student progress and adjustment.
5. Is professionally responsive to supervision and suggestions for improvement.
6. Complies with the policies of the Board of Education.
7. Attends scheduled faculty and in-service meetings.
8. Confers with parents and students as needed.
9. Takes advantage of opportunities for professional growth through conferences, in-service, workshops, advanced or study or professional enrichment activities. Support of professional organizations may also be considered in this category.

TERMS OF EMPLOYMENT: As per the negotiated agreement

EVALUATION: As specified in the contract

WELLINGTON EXEMPTED VILLAGE SCHOOLS
JOB DESCRIPTION

TITLE: Speech-Language Pathologist (SLP)

QUALIFICATIONS: Valid Ohio Teacher Certification in Speech Therapy

REPORTS TO: Principal/s

SUPERVISES: Students. All other individuals, approved by the principal and accepted by the SLP, i.e., aides, student teachers, volunteers.

JOB GOAL: To provide comprehensive speech/language services for the Wellington Exempted Village School District

PERFORMANCE RESPONSIBILITIES:

Instructional

1. Follows the District's philosophy of education, and instructional goals and objectives.
2. Identified the speech/language/oral communication needs of students through screenings, either individual with parent permission or in mass screenings for ages 3 years through 5 years and kindergarten through twelfth grades.
3. Completes diagnosis and appraisal of specific speech/language handicaps/communication disorders as part of the multi-factored evaluation team for ages 3 years through 5 years and kindergarten through twelfth grades.
4. Provides speech/language services for students kindergarten through twelfth grades who meet the eligibility requirements for speech/language handicapped/communication disorders according to the Rules for the Education of handicapped Children and Rules for the Education of Preschool Children with Disabilities, Ohio Department of Education.
5. Evaluates students and maintains accurate records of their performance and reports student progress to parents and/or legal guardians.
6. Observes students in settings other than the speech therapy setting with permission of the classroom teacher, preschool teacher or parents of pre-school age children when

necessary/appropriate for speech/language/communications services.

7. Uses instructional techniques, materials, and media consistent with the needs and capabilities of the student(s) involved.
8. Follows the prescribed District curriculum guides and courses of study or obtains approval to vary from them.
9. Demonstrates evidence of planning through written lesson plans/logs.
10. Conducts communicative status appraisals for three-year re-evaluations for students in speech/language and may serve on the multi-factored evaluation team to conduct communicative status appraisals for initial child studies and three-year re-evaluations of those enrolled in other special education programs.
11. Provides speech/language services for habilitation or prevention of communicative handicaps.

Managerial

1. Maintains discipline that will provide an environment conducive for learning and insure the protection of students, equipment, materials, and facilities.
2. Completes due process procedures and paperwork in a timely manner and within the time requirements required by federal and state law.
3. Chairs individualized Education Program (IEP) placement meetings and annual reviews with an administrator and parents of children qualifying for speech/language/communication services as determined by the multi-factored evaluation team when speech/language/communication services are considered the only special education program.
4. May attend and participate in IEP placement meetings and annual reviews for students when speech/language services are provided as a related service to another special education program.
5. Attends Intervention Assistance Team (IAT) meetings when the student of concern is enrolled in speech/language services or when requested by principals/teachers.

6. Refers for medical or other professional services necessary for the habilitation of speech/language/communication disorders in accordance with District procedures.
7. Maintains accurate and complete records in accordance with the law, District policy, and administrative regulation.
8. Performs designated responsibilities as assigned by the principal/s such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

Professional

1. Meets and instructs assigned classes in the locations and at times designated.
2. Maintains a professional relationship with students and parents/legal guardians.
3. Maintains cooperative, professional relations with other employees of the school District.
4. Maintains confidentiality regarding student progress and adjustment.
5. Is professionally responsive to supervision and suggestions for improvement.
6. Complies with the policies of the Board of Education.
7. Attends scheduled faculty and in-service meetings.
8. Attends meetings with Speech/Language Coordinator/Consultant Supervisor.
9. Confers with parents, teachers and students regarding speech/language/communication disorders at mutually agreed upon times.
10. Provides counseling and guidance to parents, teachers and students regarding speech/language/communication disorders.
11. May serve as a consultant to classroom teachers; may assist in the development of curriculum guides and local policies as related to speech/language/communication; may provide in-service for school and community related to speech/language/communication disorders.

12. Takes advantage of opportunities for professional growth through conferences, in-service, workshops, advanced or study or professional enrichment activities. Support of professional organizations may also be considered in this category.

TERMS OF EMPLOYMENT: As per the negotiated agreement

EVALUATION: As specified in the contract

WELLINGTON EXEMPTED VILLAGE SCHOOLS
JOB DESCRIPTION

TITLE: High School Guidance Counselor

QUALIFICATIONS: 1. Valid Ohio Teacher Certification
2. Counselor Certification

REPORTS TO: Building Principal

SUPERVISES: Students. All other individuals, approved by the principal and accepted by the guidance counselor, i.e., aides, student teachers, volunteers.

JOB GOAL: To help students overcome problems that impede earning and to assist them in making educational, occupational, and life plans that hold promise for their personal fulfillment as mature and responsible men and women

PERFORMANCE RESPONSIBILITIES:

Instructional

1. Follows the District's philosophy of education, and instructional goals and objectives.
2. Assists students in course and subject selection.
3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data and work with students in evolving education and occupation plans in terms of such evaluations in conjunction with the county career coordinator.
4. Works to discover and develop special abilities of students.
5. Works to resolve students' educational handicaps with the help of all pertinent individuals (parents, teachers, administrators, psychologist, etc.).
6. Works to prevent students from dropping out of school.
7. Remains available to students as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.

8. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.
9. Guides students in their participation in school and community activities.

Managerial

1. Prepares the schedule (master) with the principal.
2. Obtains and disseminates occupational information to students and to classes studying occupations.
3. Registers in-coming freshmen and students new to the District and orients them to school procedures and the school's varied opportunities for learning.
4. Initiates, assembles, maintains, and interprets cumulative progressive records, and uniform transcript records for assigned student.
5. Supervises the preparation and processing of college scholarships and employment applications.
6. Makes recommendations to college for admissions and scholarships.
7. Provides student information to colleges and potential employers according to provisions of the Board of Education's policy on student records.
8. Arranges for tutors and summer school work.
9. Meets with the principal on a regular basis to discuss various items.
10. Maintains accurate records of those students participating in post-secondary educational options.
11. Participates in the school wide testing program, both in the administering of the tests and interpreting the results to students, parents, staff and administration.
12. Works with District crisis team and assists in the development of District-wide crisis plan.
13. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

Professional

1. Assists staff in planning activities for students (i.e. vocational schools, college representative visitations, career choice activities).
2. Confers with parents and students as needed.
3. Assists in the orientation of new faculty members.
4. Works with teachers and other staff members to familiarize them with the general range of services offered by guidance department and to improve the educational prospects of individual students being counseled.
5. Interprets the guidance program to the community.
6. Remains up-to-date on the entrance requirements of colleges that students are interested in attending.
7. Maintains a professional relationship with students and parents/legal guardians.
8. Maintains cooperative, professional relations with other employees of the school District.
9. Maintains confidentiality regarding student progress and adjustment.
10. Is professionally responsive to supervision and suggestions for improvement.
11. Complies with the policies of the Board of Education.
12. Attends scheduled faculty and in-service meetings.

TERMS OF EMPLOYMENT: As per the negotiated agreement

EVALUATION: As specified in the contract