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MASTER AGREEMENT

BETWEEN

WELLSVILLE LOCAL BOARD OF EDUCATION

AND THE

WELLSVILLE TEACHERS' ASSOCIATION

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

TABLE OF CONTENTS

ARTICLE I	Recongnition	1
ARTICLE II	Grievance Procedure	2
ARTICLE III	Negotiations Procedure.....	6
ARTICLE IV	Severability	9
ARTICLE V	Association Rights.....	10
ARTICLE VI	Compensation	11
ARTICLE VII	Insurance Provision.....	22
ARTICLE VIII	Leave Provision.....	25
ARTICLE IX	Teacher Appointment.....	32
ARTICLE X	Seniority	33
ARTICLE XI	Lunch Period.....	35
ARTICLE XII	Contracts.....	36
ARTICLE XIII	Personnel Record File.....	37
ARTICLE XIV	Assignments, Vacancies, Transfers	39
ARTICLE XV	Reduction in Force	41
ARTICLE XVI	School Day.....	43
ARTICLE XVII	School Year	44
ARTICLE XVIII	School Calendar.....	45
ARTICLE XIX	Building Meetings.....	46
ARTICLE XX	Planning Period.....	47
ARTICLE XXI	Committees	48
ARTICLE XXII	Resignations	49
ARTICLE XXIII	Employee Protection	50
ARTICLE XXIV	Non-Teaching Duties	51

ARTICLE XXV	Notice for School Closing and Time for Reporting on Delayed Openings.....	52
ARTICLE XXVI	STRS Shelter	53
ARTICLE XXVII	Representation at OEA/NEA Functions	54
ARTICLE XXVIII	Equal Opportunity Employee/Non-Discrimination	55
ARTICLE XXIX	Association Financial Security.....	56
ARTICLE XXX	Children Tuition Exemption	58
ARTICLE XXXI	Maintenance of Standards	59
ARTICLE XXXII	Retirement Incentive Plan Bonus Payment.....	60
ARTICLE XXXIII	Job Description for Teachers and Job Performance Criteria, Duties and Responsibilities	61
ARTICLE XXXIV	Evaluation	65
ARTICLE XXXV	Protection Language	67
ARTICLE XXXVI	Inclusion-Mainstreaming	68
ARTICLE XXXVII	ITN	69
ARTICLE XXXVIII	Sound Educational Work Environment.....	70
ARTICLE XXXIX	Class Size	71
ARTICLE XL	Local Professional Development Committee	72
ARTICLE XLI	Teacher Protection/Student Discipline	74
ARTICLE XLII	Master Teacher Program	75
ARTICLE XLIII	New Teacher/Mentoring Program	77
ARTICLE XLIV	Credit Flexibility.....	78
ARTICLE XLV	Terms of Agreement	79
APPENDIX A	Schedule of Benefits	81
APPENDIX B	Standards Based Teacher Evaluation.....	86
APPENDIX C	Non-OTES Evaluation Forms.....	99

ARTICLE I

RECOGNITION

A. RECOGNITION OF THE ASSOCIATION

The Wellsville Local Board of Education, hereinafter called the "Board/Employer" recognizes the Wellsville Teachers' Association, an OEA/NEA affiliate, hereinafter referred to as the "Association" as the sole and exclusive representative for members of the bargaining unit.

B. BARGAINING UNIT

The bargaining unit shall include all certificated personnel employed under regular contract. Excluded from the bargaining unit shall be the Superintendent and all other administrators as defined in §4117 of the Ohio Revised Code. For the purposes of this Agreement, the words "employee," "teacher," "certificated employee," or "certificated staff member" shall only mean current members of the bargaining unit, and anyone hired into or returning to a bargaining unit position as defined by O.R.C. §4117 subsequent to the effective date of this Agreement.

C. RECOGNITION OF BOARD AND SUPERINTENDENT

1. The Wellsville Board of Education is recognized as the policy-making body of the Wellsville Local School District.
2. The Superintendent is recognized as the executive agent of the Board.

D. CHANGE IN RECOGNITION STATUS

Any changes in the status of recognition or the recognition of any bargaining agent shall be in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" shall mean a complaint involving the alleged violation, misinterpretation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.
2. "Grievant" shall mean the Association or employee(s) initiating a grievance.
3. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
4. "Days" shall mean teacher workdays during the regular school year. During the summer months, "days" shall mean calendar days, exclusive of Saturdays, Sundays, and legal holidays.

B. RIGHTS OF THE GRIEVANT

1. A grievant may choose to have representation at all times and at all steps of the grievance procedure.
2. In the event the immediate supervisor is not vested with the authority to resolve the grievance, the teacher and the immediate supervisor, following a conference, may waive Level II and proceed to Level III.
3. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.
4. No reprisals of any kind shall be taken by the Board or any member of the Administration against any grievant, representative, member of the Association, or any participant in a grievance procedure because of such participation. Likewise, no reprisals of any kind shall be taken by the grievant or his/her representative of the Association against the Board or any member of the Administration.
5. A grievance may be withdrawn at any level without prejudice of record.

C. GENERAL PROVISIONS

1. All subsequent meetings concerning the grievance will be conducted at a mutually agreed upon time, place, and date.

2. Failure at any step of these proceedings to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

D. PROCEDURE

Level I

It is recommended that any teacher with a problem that is the basis for a grievance first discuss this problem with his immediate supervisor before a grievance shall be filed. The informal discussion of the problem shall take place within twenty (20) days following the act or condition which is the basis of the grievance.

Level II

If the discussion does not resolve the grievance to the satisfaction of the grievant, said grievant shall have the right to lodge a written grievance with the building principal. If such grievance is not lodged within five (5) days following the discussion at Level I, the grievance shall be waived.

The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied, the relief sought, and a request for a hearing with the building principal. A copy of such grievance shall be filed with the Superintendent. The hearing shall be conducted within five (5) days after receipt of the written grievance. The grievant shall be advised in writing of the time, place, and date of such hearing.

The building principal shall render his/her decision within five (5) days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing, and copies sent to the grievant, the Superintendent and the President of the Association.

Level III

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such an appeal within five (5) days from receipt of the written notice of the principal's action on said grievance shall be deemed a waiver of the right to appeal.

A hearing shall be conducted by the Superintendent, or designee, within five (5) days after receipt of the request. The grievant shall be advised, in writing, of the time, place, and date of such hearing.

The grievant shall have the right to be represented at such hearing, and the Board is entitled to counsel. The Superintendent, or designee, shall take action on the grievance and prepare a written report of such action within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing, and copies sent to the grievant, building principal, and the Association President.

Level IV

If the action taken by the Superintendent, or designee, does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal, in writing, and request a hearing before the Board.

The notice of this appeal and request shall be sent to the Superintendent and President of the Association, and a copy filed with the Treasurer of the Board. Failure to file such an appeal and request within ten (10) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal hearing.

The Superintendent shall place the matter on the agenda for an executive session at the next regular meeting of the Board, which shall hear the matter in executive session at that time. The grievant shall have the right to be represented at such executive session.

After the Board of Education reaches a decision, copies of the decision shall be delivered to the grievant, Superintendent of Schools, President of the Association and the principal.

Level V

If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, such grievant may request that the issue be submitted to arbitration within ten (10) days after receipt of the decision reached in the Level IV hearing.

If arbitration is sought by the grievant, the parties shall mutually petition the American Arbitration Association or the Federal Mediation & Conciliation Service (FMCS) for a list of seven names. Upon receipt of the list of arbitrators, the parties shall confer and use the alternate strike method to select an arbitrator from the AAA or FMCS list. Each time that the parties receive an arbitration panel to strike during the term of this contract, the parties will take turns striking first under the alternate strike method. Either party may request a second list of arbitrators from the Service from whom the first list was requested (FMCS or AAA) if either party finds that the first list is unacceptable. Upon receipt of the second list, the parties must confer and select an arbitrator through the alternate strike method. No subsequent panels of arbitrators shall be requested by either party after the second list has been sent to them by FMCS or AAA, unless

mutually agreed by the parties. All other procedures relative to the hearing shall be according to the rules and regulations of FMCS or AAA.

The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, and a copy sent to all parties present at the hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the agreement, nor add to, detract 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 and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding on both the Board of Education and the Association.

Cost of the arbitrator and the administrative fee of FMCS or AAA shall be shared equally.

In the event a grievance is appealed to arbitration, but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) shall be borne as follows:

1. Solely by the Association if the grievance is withdrawn.
2. Solely by the Board if the grievance is granted.
3. Shared equally by the Association and the Board if the grievance is settled by means of a compromise.

ARTICLE III

NEGOTIATIONS PROCEDURES

A. OPENING DATE

The first negotiations session shall be held by April 15 in the year that the Master Contract expires.

B. EXCHANGE OF PROPOSALS

At the first negotiations meeting, the parties agree to exchange written proposals on all items they want to bargain. After this meeting, no new items shall be submitted by either party without mutual consent.

C. AUTHORITY OF REPRESENTATIVES

The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon.

D. SCOPE OF NEGOTIATIONS

All matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

E. AGREEMENT

As tentative agreements are reached, both parties will initial said agreement. When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be submitted to the Board and Association for ratification consideration.

There shall be two signed copies of any final agreement. One copy shall be retained by the Board and the other one by the Association.

F. DISPUTE SETTLEMENT PROCEDURE

The bargaining procedure is a process which provides the opportunity for both parties to reach agreement. If agreement cannot be reached, either bargaining team may declare impasse.

Either party, after impasse has been declared, may request the services of a mediator to help the parties resolve those issues of disagreement for which impasse was declared.

The mediator will be obtained through the Federal Mediation and Conciliation Services in accordance with their rules and regulations. His/her role will be to help bring agreement on unresolved issues between the bargaining teams.

The Board and Association will share equally the expense involved in obtaining and utilizing the services of a mediator.

If an agreement is not reached by the tenth day prior to the expiration of this Agreement, then the Association has the choice of either proceeding in accordance with §4117.14(D)(2) O.R.C. or submitting the unresolved issues to arbitration. On or after the tenth day prior to the expiration of this Agreement, the Association shall notify the Board and the Superintendent, in writing, as to its choice regarding whether to proceed under §4117.14(D)(2) or to proceed to arbitration.

If the Association chooses to proceed to arbitration, then it shall request arbitration through either the Federal Mediation and Conciliation Service or the American Arbitration Association. Once the Association has requested arbitration, the parties shall mutually select the arbitrator under the rules of the agency from which the Association requested arbitration.

The arbitrator shall have the authority to hold hearings and confer with any persons deemed advisable in seeking to resolve the disagreement. The Association shall have the right to have a representative from its bargaining unit present at all times while the arbitrator is holding hearings or is conferring with both parties.

The arbitrator shall confine himself strictly to those issues that have not been tentatively agreed to by the parties during negotiations. On each outstanding issue the arbitrator shall consider the last best written proposal of both parties and shall decide whether to:

1. Either accept the Association's last best written offer made during negotiations as a final settlement,
2. Or accept the Board's last best written offer made during negotiations as a final settlement,
3. Or fashion a final settlement which shall not be greater than the Association's last best written proposal made during negotiations, nor less than the Board's last best written proposal made during negotiations.

The arbitrator shall issue a decision for settlement to the designated parties within thirty (30) days after the conclusion of the arbitration hearing. The decision shall be in writing, and a copy sent to the Superintendent or the President of the Board and the President of the Association or the OEA/NEA Representative. The arbitration award shall be final and binding upon both the Board and the Association.

The expense of the arbitrator shall be shared equally by the Board and the Association.

G. PRESS RELEASE

All releases to the news media during the negotiations period require the joint agreement of both parties.

H. FUTURE MEETINGS

Unless the parties agree otherwise, adjournment of any session will not occur until a time, place and date have been established for the next negotiations session. This practice will continue until all matters submitted for negotiations have been agreed to, or until impasse has been declared.

I. GENERAL PROVISIONS

1. Caucus - Either negotiations team may call for a caucus during a negotiations session. A caucus will not be longer than thirty (30) minutes unless extended by mutual consent.
2. Information - The parties agree to make available to each other, upon reasonable request, all regularly and routinely prepared information to aid in developing intelligent, accurate, and constructive proposals.
3. Negotiations Sessions - Negotiations sessions will not be held during regular school hours, unless agreed to mutually. If negotiations are scheduled during the school day by mutual agreement, participants will be excused from their regular assignments without loss of pay.

J. NEGOTIATING TEAMS

The negotiating teams from the Wellsville Teachers Association and the Wellsville Board of Education shall consist of no more than seven (7) members per team for each negotiating session. This does not include any outside representation who may represent either the Teachers' Association or the Board of Education. Any exceptions to this Article must be agreed to by both the Teachers' Association and the Board.

ARTICLE IV

SEVERABILITY

- A. The language in this contract supersedes and prevails over applicable state laws, to the extent permissible under the Ohio Revised Code and §4117.10(A) therein.
- B. If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by court action, the State Employment Relations Board (SERB) or by any subsequently enacted legislation then such provision shall not be applicable, performed, or enforced; but all remaining parts of this agreement shall remain in full force and effect for the term of this agreement.
- C. If changes to the agreement are necessary to comply with the law, the parties agree to meet within thirty (30) days to negotiate the matter.
- D. If the parties fail to reach an agreement over the affected provision(s), the dispute resolution settlement procedure of Article III, Section F shall be utilized to resolve the dispute.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Association has the right to use the internal system of school mail.
- B. The Association has the right to use school bulletin boards located in the building office and teachers' lounge.
- C. The Association President will receive a copy of the Board Agenda prior to the Board meeting, and a copy of the Board minutes after approval of the minutes. The Association President may also read the minutes at any time when the Treasurer's office is open, if he/she requests to do so.
- D. The Association shall have use of all building public address systems for Association meeting announcements, in compliance with building procedure.
- E. The Association shall have a place on the Board meeting agenda to assure the right to address the Board of Education.
- F. The Association President is encouraged to meet with the Superintendent to discuss Association concerns.
- G. The Association may conduct meetings during the first thirty (30) minutes of in-service days during the school year, provided the Association President requests the meetings one (1) month in advance. School will be dismissed thirty (30) minutes early on the fourth (4th) Monday in April so that the local Teachers' Association may conduct its annual election of officers.
- H. The officers and building representatives of the Association have the right to use school equipment to conduct the business of the Association provided the equipment is not being used for any school business or activity. Such equipment shall not be removed from the school premises. The Association agrees to provide its own supplies for usage.
- I. The Association has the right to make organizational announcements or comments at the conclusion of faculty meetings. This time is in addition to the time allotted for building faculty meetings. If possible, the Association will give prior notification to the Administrator conducting the meeting that it is going to make announcements or comments.
- J. A committee will be formed of equal numbers of Board representatives and Association representatives. The Association representatives will be appointed by the Association President. The committee's function will be district planning, both short and long range, and will concern itself with curriculum, policy, discipline, and the like.

The Board has the right to make all final decisions resulting from committee recommendations.

ARTICLE VI
COMPENSATION

A. SALARY SCHEDULES

The base salary will be increased by three percent (3%) for 2014-15 School year.

The base salary will be increased by three percent (3%) for 2015-16 School year.

The base salary will be increased by three percent (3%) for 2016-17 School year.

A five hundred dollar (\$500.00) signing bonus will be awarded to each bargaining unit member on the first payday subsequent to ratification by both parties.

Longevity Salary Schedule:

<u>Experience</u>	<u>Additional Compensation</u>
14-19 years	\$ 300
20-24 years	\$2,900
25-29 years	\$3,100
30 years and up	\$3,300

10 years of service must be in the Wellsville School District.

B. SALARY/ADJUSTMENT

When a certificated employee completes additional training which qualifies said employee for a higher salary qualification, the salary of the teacher will be adjusted on the second pay after August 15, or December 15, or March 15, or May 15 whichever comes first, following presentation of a certified transcript or letter of credit from the college or university registrar to the Treasurer. If a letter of credit is submitted, it must be followed as soon as possible by a certified transcript. All courses must have been completed successfully at an institution approved by the State Department of Education.

C. EXPERIENCE CREDIT AND OTHER RELATED EXPERIENCE

The Wellsville Board of Education agrees to experience credit as follows: All certificated employees shall, at their initial employment, be given experience, earned in the field of teaching, up to and including ten (10) years. Teachers who leave the Wellsville Local Schools and subsequently return to the system shall be given all their years of experience credit for placement on the salary schedule. Credit for other related experience, when applicable, shall be determined on an equitable basis by the Superintendent of Schools at the time of employment.

D. PAY DAYS

The annual salary of each employee will be paid in twenty-six (26) equal installments.

All employees will be required to have their paycheck direct deposited into the account(s) of their choice. When the regular payday falls on a holiday, bargaining unit members will receive their pay by direct deposit on the last school day prior to the holiday. If the holiday occurs during the summer months when school is not in session, the pay will be received by direct deposit on the last business day prior to the holiday.

E. MILEAGE

The Board will pay those teachers who are authorized to use their automobile for school business at the current IRS rate.

F. TUITION REIMBURSEMENT

Bargaining Unit Members will be reimbursed for classes at the rate of one hundred fifty dollars (\$150.00) per semester credit hour or one hundred dollars (\$100.00) per quarter credit hour. The maximum reimbursement will be one thousand three hundred fifty dollars (\$1,350.00) per year per employee.

Only personnel holding teaching certificates in Physical Education will be reimbursed for sports or sports related classes. No employee will be reimbursed for classes which prepare the individual for non-school employment (for example classes in real estate).

A transcript submitted to the Treasurer will serve as proper documentation for reimbursement. No employee shall receive payment for training beyond the Bachelor's Degree until and unless the employee's course is approved, in advance, by the Local Professional Development Committee. The employee may submit his/her application for reimbursement within one (1) year from the completion of course work.

The Treasurer will pay the reimbursement within one (1) month of receiving the employee's transcript.

G. SEVERANCE PAY

Teachers will, at the time of their regular service retirement from the Wellsville Local Schools and acceptance for receipt of retirement benefits by the State Teachers Retirement System, be paid in cash for one-fourth ($\frac{1}{4}$) of the value of their accrued, but unused sick leave credit, with a maximum payment seventy-two (72) days for 2014-15, 2015-16 and 2016-17.

Payment for severance pay shall be made upon receipt by the Board of satisfactory evidence that the teacher has been accepted for retirement benefits by the State Teachers Retirement System. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be paid in one lump sum and made only once to any teacher.

Payment shall be based on the daily rate of pay at retirement. The daily rate will be determined by dividing the annual salary (comprised only of basic contract salary, longevity and extended service) by the number of contractual days in the employee's school year. All other supplemental contracts are excluded in the calculation of daily rate.

In order to receive severance pay in excess of the thirty (30) days permitted by the O.R.C., an employee must have five years of service with the Wellsville Local School District.

H. DEDUCTIONS FROM EARNINGS DUE TO ABSENCE NOT COVERED BY LEAVE

In computing deductions for all absences for which a deduction in pay is made, the basis will be the daily rate (as defined in G above).

I. SALARY INCREMENTS

In the case of certificated personnel, all full-time employees who render less than one hundred twenty (120) days of service during the school year will receive no increment based on years of teaching experience.

An employee who is absent because of an accident that occurred in the line of duty, or as a result of a leave of absence for military service, exchange teaching, or any Board approved leave for study or travel, will, upon his or her return, receive the salary rate to which he or she would have been entitled had there been no interruption of service with the Board of Education, provided, that in the case of a leave of absence for professional study or a leave of absence for travel, the employee must present satisfactory evidence of having met the conditions on which the leave was granted.

J. ADVANCE PAYMENT

An advance of an employee's pay will be permitted in an unusual situation. A written request stating the nature of the situation must be presented to the Treasurer. More than one (1) request during any given school year must be approved by the Board of Education.

K. CONFERENCE AND/OR PLANNING PERIOD PAY

When a teacher is absent from his/her assigned duties, the administration will make every effort to secure an approved substitute teacher to carry on those duties of the regular teacher. In an emergency situation, if a substitute teacher cannot be employed, a teacher may be asked to act as a substitute during his/her planning period or during a class period. Teachers have the right to refuse to substitute during their planning periods. A teacher agreeing to substitute during his/her planning period or who is required to substitute during a class period will be paid twenty-two dollars (\$22.00) per class period for such substitution.

This includes substitution when a specialist is absent. The teacher who replaces a specialist must carry out the teaching assignment of the specialist, if such assignment is provided. A schedule of teacher/sub dates will be kept by the building principal and teachers. A copy of these substitution dates will be in the Treasurer's office by the first day in December and the day after the last working day for teachers in June.

Teachers substituting on planning periods or during a class period will be paid the second pay following the end of each grading period for any and all such substituting performed during that grading period.

L. SUPPLEMENTAL SALARY SCHEDULE

1. Index for Extra-Curricular Activities is a percentage of the Base Salary. The Extra-Curricular Activity Salary Schedule will consist of six (6) grades determined according to the following factors:
 - a. Hours required within the regular school day beyond the normal teaching load;
 - b. Hours required beyond the regular school day when school is in session;
 - c. Hours required when school is not in session;
 - d. Number of students involved;
 - e. Supervision of transportation;
 - f. Amount of equipment responsible for;
 - g. Financial responsibilities;
 - h. Preparation and administration of budgets;

- i. Pressures involved from: parents, faculty, administration and community;
 - j. Risk of injury to sponsor and participants;
 - k. Number of contests or performances involved.
2. Upon request, the district shall provide the Association President with a list of those vacant supplemental positions that are:
- a. Not yet filled
 - b. Not going to be filled for the school year

No new supplemental position shall come into existence during the term of this Master Agreement until the title of the position, the annual salary and other terms and conditions of employment related to the supplemental position are negotiated and mutually agreed upon by the Board and the Association.

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Grade I	18.5	19	19.5	20	20.50
Grade II	11.5	12	12.5	13	13.5
Grade III	6.5	7	7.5	8	8.5
Grade IV	5.5	5.5	6	6.5	7
Grade V	4.5	4.5	5	5.5	6
Grade VI	3.5	3.5	4	4	4.5

Irrespective of the Index, the current sponsor of the activity would in no case receive less money than he/she is receiving at the present time.

3. Index for Extra Curricular Activities (% of Base Salary)

Grade I

Athletic Director

Band Director

Boys' Head Basketball Coach

Girls' Head Basketball Coach

Head Football Coach

Grade II

Assistant Athletic Director

Asst. Boys' Basketball Coach

Asst. Girls' Basketball Coach

Asst. Football Coach

Girls' Head Softball

Head Baseball Coach

Head Track Coach

Head Volleyball Coach

Head Wrestling Coach

Lead Mentor

Grade III

Asst. Volleyball Coach

Asst. Wrestling Coach

Boys' Asst. Track Coach

Boys' Asst. Baseball

Class Sponsor (Junior)

Class Sponsor (Senior)

Girls' Asst. Track Coach

Girls' Asst. Softball

Mentor

Webmaster

Grade IV

Boys' Jr. High Basketball Coach

Choir

Freshman Track Coach

Freshman Basketball Coach
Girls' Jr. High Basketball Coach
Golf Coach
High School Yearbook
Jr. High Track Coach
Jr. High Football Coach
Jr. High Wrestling Coach
Jr. High Volleyball (7th and 8th Grades)
Local Professional Development Committee Member
*Summer Physical Fitness
Varsity Cheerleaders
Weightlifting

Grade V

Art
Boys' Intramurals
Elementary Basketball Coach
Fall or Winter Play
Freshman Cheerleaders
Girls' Intramurals
Jr. High Academic Challenge Coach
Jr. High Cheerleaders
Jr. High Choir
Middle School Student Council
Newspaper
Spring Play
Sr. High Academic Challenge Coach

Sr. High Student Council

Yearbook - grades 7-8

Yearbook - grades 4-6

Grade VI

Cafeteria Supervisor

Flag Line Advisor

Future Teachers

Leo Club

National Honor Society

Pep Club

Science Club

Varsity "W" Club

Y-Teens

M. **PAYROLL DEDUCTIONS**

1. The Board will provide the following payroll deductions to members of the bargaining unit:
 - a. Employees' Credit Union
 - b. Tax Sheltered Annuity Program, as approved by the Board
 - c. Professional Dues
 - d. Sick and accident insurance, as approved by the Board
 - e. U. S. Savings Bond
 - f. OEA FCPE
 - g. Section 125 Account for pre-tax premiums.
2. Credit union, tax sheltered annuities, and U.S. Savings Bonds shall be deducted over two (2) pay periods.

WELLSVILLE LOCAL SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 BASE: \$29,747.85
 2014-2015 SCHOOL YEAR

DEGREE						
BACHELORS		5YRS NO MASTERS		MASTERS		
Years	Index	Salary	Index	Salary	Index	Salary
0	1.0000	29,747.85	1.0400	30,937.77	1.1000	32,722.64
1	1.0500	31,235.24	1.0950	32,573.90	1.1600	34,507.51
2	1.1000	32,722.64	1.1500	34,210.03	1.2200	36,292.38
3	1.1500	34,210.03	1.2050	35,846.16	1.2800	38,077.25
4	1.2000	35,697.42	1.2600	37,482.29	1.3400	39,862.12
5	1.2500	37,184.82	1.3150	39,118.43	1.4000	41,646.99
6	1.3000	38,672.21	1.3700	40,754.56	1.4600	43,431.86
7	1.3500	40,159.60	1.4250	42,390.69	1.5200	45,216.74
8	1.4000	41,646.99	1.4800	44,026.82	1.5800	47,001.61
9	1.4500	43,134.39	1.5350	45,662.95	1.6400	48,786.48
10	1.5000	44,621.78	1.5900	47,299.09	1.7000	50,571.35
11	1.5500	46,109.17	1.6450	48,935.22	1.7600	52,356.22
12	1.6000	47,596.56	1.7000	50,571.35	1.8200	54,141.09
13	1.6500	49,083.96	1.7550	52,207.48	1.8800	55,925.96

Longevity Salary Schedule

Experience

Additional Compensation

14-19 years

\$300.00

20-24 years

\$2,900.00

25-29 years

\$3,100.00

30 years and up

\$3,300.00

10 years of service must be in the Wellsville School District.

WELLSVILLE LOCAL SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 BASE: \$30,640.29
 2015-2016 SCHOOL YEAR

DEGREE						
BACHELORS		5 YRS NO MASTERS		MASTERS		
Years	Index	Salary	Index	Salary	Index	Salary
0	1.0000	30,640.29	1.0400	31,865.90	1.1000	33,704.32
1	1.0500	32,172.30	1.0950	33,551.12	1.1600	35,542.73
2	1.1000	33,704.32	1.1500	35,236.33	1.2200	37,381.15
3	1.1500	35,236.33	1.2050	36,921.55	1.2800	39,219.57
4	1.2000	36,768.35	1.2600	38,606.76	1.3400	41,057.99
5	1.2500	38,300.36	1.3150	40,291.98	1.4000	42,896.40
6	1.3000	39,832.37	1.3700	41,977.19	1.4600	44,734.82
7	1.3500	41,364.39	1.4250	43,662.41	1.5200	46,573.24
8	1.4000	42,896.40	1.4800	45,347.63	1.5800	48,411.65
9	1.4500	44,428.42	1.5350	47,032.84	1.6400	50,250.07
10	1.5000	45,960.43	1.5900	48,718.06	1.7000	52,088.49
11	1.5500	47,492.45	1.6450	50,403.27	1.7600	53,926.91
12	1.6000	49,024.46	1.7000	52,088.49	1.8200	55,765.32
13	1.6500	50,556.47	1.7550	53,773.71	1.8800	57,603.74

Longevity Salary Schedule

Experience

Additional Compensation

14-19 years

\$300.00

20-24 years

\$2,900.00

25-29 years

\$3,100.00

30 years and up

\$3,300.00

10 years of service must be in the Wellsville School District.

WELLSVILLE LOCAL SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 BASE: \$31, 559.50
 2016-2017 SCHOOL YEAR

DEGREE						
Years	BACHELORS		5 YRS NO MASTERS		MASTERS	
	Index	Salary	Index	Salary	Index	Salary
0	1.0000	31,559.50	1.0400	32,821.88	1.1000	34,715.45
1	1.0500	33,137.47	1.0950	34,557.65	1.1600	36,609.02
2	1.1000	34,715.45	1.1500	36,293.42	1.2200	38,502.59
3	1.1500	36,293.42	1.2050	38,029.19	1.2800	40,396.16
4	1.2000	37,871.40	1.2600	39,764.97	1.3400	42,289.73
5	1.2500	39,449.37	1.3150	41,500.74	1.4000	44,183.30
6	1.3000	41,027.35	1.3700	43,236.51	1.4600	46,076.86
7	1.3500	42,605.32	1.4250	44,972.28	1.5200	47,970.43
8	1.4000	44,183.30	1.4800	46,708.05	1.5800	49,864.00
9	1.4500	45,761.27	1.5350	48,443.83	1.6400	51,757.57
10	1.5000	47,339.24	1.5900	50,179.60	1.7000	53,651.14
11	1.5500	48,917.22	1.6450	51,915.37	1.7600	55,544.71
12	1.6000	50,495.19	1.7000	53,651.14	1.8200	57,438.28
13	1.6500	52,073.17	1.7550	55,386.92	1.8800	59,331.85

Longevity Salary Schedule

Experience

Additional Compensation

14-19 years

\$300.00

20-24 years

\$2,900.00

25-29 years

\$3,100.00

30 years and up

\$3,300.00

10 years of service must be in the Wellsville School District.

ARTICLE VII

INSURANCE PROVISIONS

A. HOSPITAL/SURGICAL INSURANCE

Beginning July 1, 2014, the insurance plan will be the Portage Area Schools Consortium with the one hundred fifty dollar (\$150.00) deductible plan with Rx Plan C and Employee contributions will be seventy-two dollars (\$72.00) per month.

The Board will keep the same or better PPO coverage as that in effect on July 1, 2014.

The Board and the Association agree that if the State of Ohio legislates and makes available state-wide insurance plan(s) during the term of this Agreement, they will meet to negotiate this Article of the contract.

If a bargaining unit member is married to a person who is also employed by the District, they are eligible for one family insurance plan or two single insurance plans.

B. DENTAL INSURANCE

The Board will pay one hundred percent (100%) of the premium for all members of the bargaining unit (See current dental benefit booklet).

C. LIFE INSURANCE

The Board will pay one hundred percent (100%) of the life insurance premium for all members of the bargaining unit. The amount of the insurance shall be fifty-five thousand dollars (\$55,000.00).

D. VISION INSURANCE

A Group Vision Plan will be made available at the Employee's expense for any bargaining unit member who chooses to enroll. This will be a pre-tax expense for the employees.

E. NON-PARTICIPATION IN SCHOOL INSURANCE

Members of the bargaining unit who can obtain insurance coverage through a family member employed outside the district or through a spouse employed outside the district may elect not to be covered through the district's insurance plans. Bargaining unit members presently enrolled (as of 8/1/02) in the district hospitalization plan and who are removed from the insurance rolls shall be reimbursed.

Reimbursement shall be as follows:

1. If the bargaining unit member presently has family coverage and elects not to be covered by the school plan, the employee will be reimbursed at the rate of eight hundred forty dollars (\$840.00) for each full year off the rolls, or at the rate of seventy dollars (\$70.00) per month for any portion less than a year.
2. If the bargaining unit member presently has family coverage and elects the single coverage, then the employee will be reimbursed at the rate of four hundred eighty dollars (\$480.00) for each full year off the rolls, or at the rate of forty dollars (\$40.00) per month for any portion less than a year.
3. If the bargaining unit member presently has single coverage and elects not to be covered at all, then the employee will be reimbursed at the rate of three hundred sixty dollars (\$360.00) for each full year off the rolls, or at the rate of thirty dollars (\$30.00) per month for any portion less than a year.

Bargaining unit members qualifying for reimbursement listed on the preceding page shall receive the reimbursement in December of each year.

If a bargaining unit member elected to participate in this reimbursement plan and later loses insurance coverage through a family member or spouse due to death, divorce, or job loss, then the member will be immediately eligible to apply for enrollment in the district's hospitalization plan. The Board Treasurer shall add the bargaining unit member to the insurance rolls the first of the following month after receiving notification. Enrollment in the plan will be contingent upon acceptance by the insurance carrier.

Notwithstanding the above provisions, a bargaining unit member who has elected not to participate in the district's insurance plans may elect to participate in said plans during the annual open enrollment period.

F. INSURANCE COMMITTEE

1. The Wellsville Local School District and the Wellsville Teachers' Association shall form an Insurance Committee, along with any other bargaining units in the District. The Committee shall be composed of three (3) members of each group represented on the Committee, as selected by the group represented. The initial term for two (2) members from each group shall be three (3) years. The initial term for one (1) member from each group shall be two (2) years. Thereafter, the term for each member on the Committee shall be three (3) years. If a seat on the Committee becomes vacant, the party represented by the seat shall have sole authority in filling said vacancy.

2. The Committee shall select its Chair by majority vote of the Committee. Should the Chair resign or become ineligible to serve as Chair, the Committee shall select a new Chair by a majority vote, after all vacancies on the Committee have been filled pursuant to Section 1 above.
3. The mission of the Insurance Committee shall be to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits. The goals of these efforts are the improvement of the employee health status and better management of health insurance costs.
4. The Insurance Committee shall regularly communicate with all covered employees.
5. During the life of this Agreement, the Insurance Committee shall be responsible for evaluating existing insurance coverage and developing recommendations for any changes or improvements to the existing insurance plans to each of the parties' respective bargaining teams for their consideration and the development of proposals. The Committee shall also provide recommendations to the parties regarding member education and communication and ancillary employer actions (e.g. wellness initiatives, process changes, etc.). The Insurance Committee, as a joint labor-management Committee, shall have the authority to make recommendations regarding the retention and/or dismissal of any insurance broker/consultant on the basis of their qualifications and/or performance as determined by the Committee. All decisions of the Committee shall be made by consensus.
6. The Insurance Committee shall meet quarterly, but may meet more frequently if a majority of its members deem it necessary. Minutes shall be kept at such meetings, and shall be made available to all affected employees and the administration.
7. The Board agrees to pay the cost of any educational training or continuing education for the Insurance Committee that is deemed necessary by the Committee. Further, the Board shall provide release time to all Insurance Committee members to attend such training.

G. FLEXIBLE SPENDING ACCOUNT

The Board will provide a Flexible Spending Account (FSA) for Medical Expenses for each bargaining unit member who elects coverage under the District's Insurance plan and elects to participate in the FSA. The Board will contribute eight hundred dollars (\$800.00) to each participating member's FSA who has Family coverage under the District's Insurance plan or four hundred dollars (\$400.00) to each participating member's FSA who has Single coverage under the District's Insurance plan. The contributions will be made in the 2015, 2016, 2017 calendar years.

ARTICLE VIII

LEAVE PROVISIONS

A. SICK LEAVE

Certificated employees, under contract, shall be entitled to fifteen (15) days sick leave per year with pay, which shall be credited at the rate of one and one-quarter (1¼) days per month. The total accumulation of such sick leave shall be three hundred (300) days.

Each full-time certificated employee shall be granted an advancement of five (5) days sick leave, to be charged against sick leave subsequently accumulated under this article.

B. SICK LEAVE USES

Certificated employees may, upon approval of the appropriate administrative officer of the school district, use sick leave for the following reasons:

1. Illness, injury, or pregnancy related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the employee including medical, psychological, dental, or optical examination by an appropriate practitioner;
4. Death of a member of the employee's immediate family; such usage shall be limited to no more than ten (10) days, unless the affected employee has a note from his/her physician. In exceptional circumstances the Superintendent, at his/her sole discretion, may grant more than ten (10) days;
5. Illness, injury (or pregnancy related condition) of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family where the employee's presence is reasonably necessary.

For purpose due to illness or death, "immediate family" shall include: spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis) and step relatives.

Subject to the approval of the Superintendent and for good cause shown in each requested instance, "immediate family" for such purpose, may be extended and include other relatives.

C. PERSONAL LEAVE

Personal leave days are to be used to conduct personal business which cannot be performed except during the bargaining unit member's regular working hours.

A maximum of three (3) days personal leave per year will be granted, without loss of pay. Any personal leave days that are not used during a given school year shall be converted to sick leave days up to the maximum number of sick leave days provided for in Section A in this Article. No more than five (5) bargaining unit members in the school district may be off on a personal day on any one (1) day. The Superintendent, at his/her sole discretion, may permit more than five (5) bargaining unit members to be off on a personal day on any one (1) day. No personal leave days shall be used by any member of the bargaining unit on the last three (3) days of the school year, except that the Superintendent, at his/her sole discretion, may permit one (1) or more members of the bargaining unit to use a personal day during any of the last three (3) days of the school year. Submission of the Request for Personal Leave form must be made directly to the Superintendent or his/her designee at the Superintendent's office. The district shall provide a bargaining unit member with a signed and dated copy of the leave form at the time of submission. The following form will be used (see attached form).

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO
REQUEST FOR PERSONAL LEAVE

EMPLOYEE NAME _____ BUILDING OR ASSIGNMENT _____

DATE(S) OF LEAVE _____

Employees are eligible for three (3) days of personal leave per year.

Signature of Employee

*WTA EMPLOYEES: NO MORE THAN FIVE PEOPLE WILL BE GRANTED
PERSONAL DAY(S) ON A GIVEN DAY.

FOR CENTRAL OFFICE USE ONLY	
DATE OF REQUEST _____	TIME _____
RECEIVED BY _____	
_____	Does not exceed limit (WTA)
_____	Exceeds limit (WTA)
_____	Does not apply (OAPSE)

_____ Approved by _____
Superintendent Date

_____ Denied by _____
Superintendent Date

D. MEDICAL LEAVE

Medical leave shall be granted, upon request, to any employee subsequent to use of sick leave, for serious illness of the employee or for serious illness of a member of the employee's immediate family. Such leave shall be without pay and shall not exceed one full year. If the employee desires to keep hospitalization, he/she shall apply for and shall be granted twelve (12) weeks paid hospitalization in accordance with the Federal Family and Medical Leave Act. The employee should make arrangements with the district to pay the employee's share of health insurance prior to the beginning of the FMLA leave. Additionally, he/she may pay hospitalization premiums for the remainder of the leave. The employee may also elect to retain life insurance and dental coverage at the employee's expense throughout the leave period. Premiums must be made to the Treasurer by the twenty-fifth (25th) of each month. This payment is applicable to the following month's premium.

E. PHYSICAL INJURY LEAVE

An employee who is absent due to a physical injury received during the course of the school day or on time outside the course of the workday which time was requested, required or approved by the administration, will be paid the difference between the monthly workers' compensation payment and his/her monthly take-home pay. This payment will be made for a maximum of fifty (50) work days. During this fifty (50) day period, any fringe benefits not covered by workers' compensation will be provided for the employee on such leave.

F. SABBATICAL LEAVE

A teacher in the Wellsville Local School District, who has completed five (5) years of service to the District may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a sabbatical leave of absence for one (1) or two (2) semesters. The teacher will be paid the difference between his/her salary and the substitute's salary for the entire period of the leave.

The following restrictions apply to the sabbatical leave: The teacher will present a plan for professional growth to the Superintendent for approval before leave is granted.

At the conclusion of the leave, the teacher must provide evidence that the plan was followed. If the employee desires to keep hospitalization and life insurance in force during the leave, the employee will be responsible for payment of these and must have the payment to the Treasurer by the twenty-fifth (25th) of each month.

G. MATERNITY/CHILD REARING LEAVE

1. Maternity

- a. A maternity leave is absence from school due to pregnancy or recovery therefrom. A teacher may use sick leave for the period of disability or take unpaid leave.
- b. A teacher taking maternity leave will be returned to her position.

2. Child-Rearing Leave

- a. Child-rearing leave is absence from school, without pay, for the purpose of rearing a child. Such leave is available to the natural or adoptive parent.
- b. A teacher who desires a child-rearing leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement of the leave.
- c. All child-rearing leaves may be for a period of up to one (1) school year or a fraction thereof. All such leaves shall continue for at least the remainder of the semester in which such leave commences. A child-rearing leave of absence shall, upon request, be extended for an additional period, not to exceed one (1) school year.
- d. Teachers who have requested and been granted child-rearing leaves of absence for the first semester shall notify the Superintendent of their intention to return not later than December. Teachers who have requested and been granted child-rearing leaves of absence for the second semester or balance of a school year, shall notify the Superintendent of their intention to return from such leaves for the succeeding school year not later than July 15.
- e. A teacher on child-rearing leave shall resume teaching in a similar position she held before taking such leave.
- f. All teachers on maternity leave shall be granted, upon application, twelve (12) weeks paid hospitalization in accordance with the Federal Family and Medical Leave Act. The employee should make arrangements with the District to pay the employee's share of health insurance prior to the beginning of the FMLA leave. Following the expiration of the twelve week period, employees may elect to pay the cost of hospitalization and other fringe benefits.

H. PROFESSIONAL MEETINGS

1. Each year the Board of Education shall set aside five thousand dollars (\$5,000.00) in its annual budget for certain expenses connected with bargaining unit members attending meetings of the following nature:
 - a. Professional meetings or conferences
 - b. Visits to other schools or institutions which are relevant to the instructor's subject areas.
 - c. Other meetings or visits which are job-related including observations of other teachers within one's own building.
2. It shall be the policy of the Board to provide a fair distribution of the budgeted money among bargaining unit members. Both the Association and the Board shall seek to provide fair distribution and shall strive to see that professional leave is not concentrated as an investment in a select few bargaining unit members, but rather that as many members as possible will become involved within the scope of the budget. Teachers are encouraged to attend curriculum-oriented conferences and workshops which are related to their teaching responsibilities.
3. A request to attend a professional meeting will be accompanied by a statement of expenses to be reimbursed and will be submitted two (2) weeks in advance of the meeting. Each request must receive Board approval when possible. The Superintendent's approval is required in all cases.

The teacher will be reimbursed for attending professional meetings as follows:

- a. Reimbursement for mileage at the approved rate if the teacher drives his or her vehicle. If the travel is provided by public transportation, the Board will reimburse the teacher for the cost of the round-trip fare.
- b. Reimbursement for parking and toll fees when the teacher drives his or her vehicle.
- c. Registration fees for the conferences or workshop will be paid by the Board.
- d. Lodging expenses will be reimbursed in full, excluding tax, fees and personal expenses not directly related to the meeting. Common sense must prevail in room selection.

- e. Reimbursed food allowance will not exceed thirty dollars (\$30.00) per day.
 - f. When lodging and meals are combined as a fixed cost, reimbursement will be made upon presentation of a receipt attached to the reimbursement claim.
 - g. Certificated members will be reimbursed for those items listed on the "Request for Reimbursement" forms which are supported by receipts.
4. No money set aside for employees to attend meetings described above shall be used for the purpose of tuition reimbursement.

I. JURY DUTY

An employee who is summoned for jury duty or who is summoned to appear before a Court as a witness or party in a criminal or civil proceeding related to the employee's employment with the Wellsville Board of Education, shall be granted leave for the specific day(s) summoned. The employee shall be compensated for said leave if the compensation received from the court for the services performed is remitted to the Wellsville Board of Education. Travel allowance shall not be considered regular compensation.

J. LEAVE INCENTIVE

Each employee who does not use more than three days combination of sick leave or personal leave during the school year shall be granted leave incentive. Leave incentive shall be calculated at one day of pay at the employee's daily rate of pay. A day which has been docked disqualifies an employee from receiving the incentive pay. Daily rate of pay is defined in Article VI Compensation, under item G. (Severance Pay).

ARTICLE IX

TEACHER APPOINTMENT

A. TEACHERS

Pursuant to Ohio Statute and Rules and Regulations of the Board of Education, the Superintendent of Schools shall recommend to the Board of Education for their approval all regular, temporary and substitute teachers.

B. REGULAR APPOINTMENTS

A regular teacher is one who is appointed, under contract, to a teaching position in the Wellsville Local Schools and who possesses all the qualifications required of a regular teacher as hereinafter specified. The regular teacher's appointment is expected to be renewed or continued indefinitely, subject to non-renewal or termination for just cause.

C. TEMPORARY APPOINTMENTS

A temporary appointment is one that is expected to be for a limited time. When fully qualified teachers are not available, the Superintendent may appoint temporarily a teacher who possesses less than standard qualifications established by the Board of Education for regular teachers providing such action is in accordance with statutes and with the rulings of the Department of Education of the State of Ohio and any other pertinent agencies. Temporary, or emergency appointments shall be for no longer than the remaining portion of the school year in which they are made.

D. SUBSTITUTE TEACHERS

1. The salary for a substitute teacher shall be established by the Board of Education. A substitute who is assigned to replace a teacher for a period longer than twenty-five (25) consecutive school days will be paid according to experience and training as set by the teachers' salary schedule for the twenty-sixth (26th) day and all days following, as long as he/she remains in that position.
2. Each substitute teacher will be required to attend an orientation meeting prior to the beginning of each school year, as scheduled by the Superintendent.

ARTICLE X

1. SENIORITY

A. SENIORITY DEFINED

1. Seniority shall be defined as the length of continuous employment as a bargaining unit member under a limited or continuing contract in the district. Seniority of bargaining unit members who resign and are subsequently re-employed shall begin at the date of re-employment.
2. Seniority shall accrue for all the time a bargaining unit member is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.
5. Bargaining unit members employed under continuing contracts shall be deemed senior to all teachers employed under limited contracts.
6. Substitutes are excluded from accruing seniority.

B. EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority.
2. Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member.
 - a. The bargaining unit member with the earliest date of employment (date of hire); then
 - b. The bargaining unit member with the earliest date of his/her employment application; then
 - c. By lottery with the most senior bargaining unit member being the one whose name is drawn first and each succeeding name drawn shall be ranked one lower in seniority than the previous name drawn. This procedure shall be implemented in the presence of a designated Union representative.

C. LOSS OF SENIORITY

Seniority shall be lost when a teacher retires or resigns or is discharged for cause, or otherwise leaves the employment of the employer. For the purpose of this Agreement, the event of a bargaining unit member accepting a position as an administrator with the Wellsville Local School District shall be considered a break in seniority. Upon beginning employment with the District as an administrator, the employee shall no longer be considered part of the bargaining unit. If said ex-bargaining unit member re-enters the bargaining unit, the time period during which the bargaining unit member held an administrative position shall be indicated as a break in seniority on the seniority list, but the bargaining unit member will not lose any service credit that had been obtained prior to assuming the administrative position.

D. SENIORITY LIST

1. A seniority list shall be posted no later than November 15 of each school year on a bulletin board in each building/work site. Seven (7) copies of the seniority list shall be given to the Association president when the posting occurs.
2. The employer shall prepare and post on the designated bulletin board in each building/work site the seniority list indicating, by area of certification, the date of employment, all days spent on inactive pay status, and the contract status (limited or continuing) of each employee.
3. The names of teachers on the seniority list shall appear so that teachers serving under continuing contract will be placed at the top of the list, in descending order of seniority.
4. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
5. The names of teachers who are certified in more than one (1) area shall be included on the listing for all areas of certification.

E. CORRECTION OF LIST INACCURACIES

Each teacher shall have a period of thirty (30) days after the posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies. The employer shall then make such adjustments as may be in order and post the updated list immediately.

ARTICLE XI

LUNCH PERIOD

The Wellsville Board of Education agrees to the granting of at least thirty (30) consecutive minutes of duty free, uninterrupted lunch period, with the following exception being those certificated persons who are compensated additional money for lunchroom duty.

ARTICLE XII

CONTRACTS

A. LIMITED CONTRACT SEQUENCE

All certificated employees of the Wellsville Local School District, who do not have continuing contracts, will receive limited contracts as follows:

First contract	Limited for one (1) year
Second contract	Limited for one (1) year
Third contract	Limited for two (2) years
Fourth contract	Limited for three (3) years
Fifth contract and Thereafter	Limited for five (5) years

B. CONTINUING CONTRACT ELIGIBILITY AND CONSIDERATION

1. In order to be eligible for continuing contract consideration, a bargaining unit member must:
 - a. Notify the Superintendent in writing no later than September 15th of the school year in which eligibility will arise, and
 - b. File a professional teaching license with the Board no later than April 1st of the school year in which eligibility will arise.
2. Unit members on multi-year contracts who meet the legal requirements for continuing contract eligibility during a school year prior to the final year of the multi-year contract will be considered for continuing contract status prior to April 30th of such school year. If the Board, by a three-fourths ($\frac{3}{4}$) vote of its full membership, declines to award a continuing contract at such time, the unit member will be considered for a continuing contract again during the final year of the multi-year contract in accordance with law. The option to non-renew the unit member or to grant a one (1) or two (2)-year extended limited contract shall not apply to any continuing contract consideration occurring prior to the final year of a multi-year contract.

The provisions of this Article are intended to supersede any conflicting provisions of Sections 3319.08, 3319.11, and 3319.111 of the Ohio Revised Code.

Regular contracts including extended time contracts shall be issued by July 20 for the next school year. When possible, supplemental contracts will also be issued by July 20.

ARTICLE XIII

PERSONNEL RECORD FILE

- A. The established official personnel file will be maintained in the central office (Superintendent's office).
- B. Any certificated staff member shall have the opportunity to read any material which may be considered critical of him or her before it is placed in his/her personnel file. Said staff member shall acknowledge that he has read the material by affixing his signature to the copy to be filed. His signature shall not indicate agreement with the contents of the material, but indicates only the material has been inspected by the staff member. He shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.
- C. If a certificated staff member is the subject of any complaint by a parent or student, the District shall promptly notify said staff member of the complaint. Complaints not resulting in a formal investigation or found to be unsubstantiated after a formal investigation, shall be purged from the staff member's personnel file and the District's records, and shall not be used by the District for any purpose. If the District finds that there is a reasonable basis for the complaint after a formal investigation, the certificated staff member shall have the opportunity to reply to the complaint in a written statement to be attached to the filed copy.
- D. Anonymous letters and materials, or statements based upon hearsay, will not be placed in an employee's file, nor will they be made a matter of record.
- E. Each certificated staff member shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the said member in such review.
- F. Material will be removed from the file when judgment has been rendered in favor of the grievant.
- G. Each certificated staff member shall be entitled to a copy of any material in his file. The individual employee issuing such a request will assume the costs involved in making the copies.
- H. Upon the certificated staff member's request, written reprimands and/or letters of a disciplinary nature will be removed from the teacher's personnel file and placed in a separate disciplinary file to be maintained only in the District office providing that three (3) years have elapsed after the effective date of the reprimands and/or letter and providing there are no intervening reprimands or disciplinary letters of a similar nature during the three (3) year period. Nothing in this paragraph shall be deemed to require the District to violate the state laws relating to the retention and destruction of public records.

- I. The formal evaluation will be a part of the personnel file.
- J. If a certificated staff member's evaluation(s) are to be reviewed by the Board of Education as an entity for the purpose of non-renewal, consideration of a new limited contract, consideration of a continuing contract, or for disciplinary or termination purposes, the teacher will be notified in writing of the Board's intent to do so. This notification will include the reasons for the review and also indicate the teacher's right to be present at the review, to be represented, and to discuss the review, the reasons for the review and any judgments made as a result of that review. This review will be conducted at an executive session of the Board of Education. Matters reviewed in executive session shall be kept confidential. This article does not apply to an individual board member's ability to review a staff member's evaluation(s).
- K. If any person other than a board member or an employee of the District exercises a right to review employee personnel files according to the laws of the State of Ohio, the affected employee shall be promptly notified of the request.

ARTICLE XIV

ASSIGNMENTS, VACANCIES, TRANSFERS

A. ASSIGNMENTS

Prior to June 1 of each year, each principal will meet with each professional staff member of his or her staff to discuss proposed assignments for the next school year. At this time, the building principal will give the teachers a written notice authorized by the Superintendent of his/her grade level and subject area assignment for the following school year.

B. VACANCIES

1. A vacancy shall be defined as any position in the bargaining unit resulting from:
 - a. An employee's leaving employment as a result of a termination, resignation, death, or non-renewal;
 - b. An employee's transfer to another bargaining unit position before August 1.
 - c. An employee's assuming a non-bargaining unit position;
 - d. The creation of a new bargaining unit position.
2. The Superintendent shall prepare a list of all regular and supplemental position vacancies as soon as they become known. A copy of this list shall be posted on school email, given to each building principal, who, in turn, will post it on the bulletin board in the teachers' lounge for five (5) working days or with the check when school is not in session. A copy shall also be provided to the Association President at the same time the list is given to each building principal. The list shall include the following information:
 - a. Position available
 - b. Requirements for job
 - c. Deadline for application
 - d. Effective starting date
3. Each applicant is responsible for turning in his/her application to the Superintendent's office within five (5) days of the original posting date.

4. The Superintendent will give careful consideration to all current employees who have made application for existing vacancies. Reason for not transferring current employees will be given if requested by the employee.
5. The Superintendent, after complying with the above provisions, shall have the final authority with regard to the filling of vacancies.

C. INVOLUNTARY TRANSFER OR RE-ASSIGNMENTS

1. An involuntary transfer shall be defined as an Employer-initiated reassignment of an employee.
2. Prior to designating an involuntary transferee, the Superintendent will solicit requests from those within the affected program or building willing to be designated as the involuntary transferee. The Superintendent may then consider transferring this person or another teacher.
3. A conference will be held between the professional staff member who is to be transferred or reassigned and the building principals involved and at this time will be given the reasons for the transfer. The staff member may meet with the Superintendent to further discuss the reasons for the transfer.
4. When possible, notification of such transfer or re-assignments will be made to the teacher by June 1.
5. The final decision in regard to an involuntary transfer or re-assignment rests with the Superintendent. Seniority will be one factor considered in determining which staff member will be transferred or reassigned.
6. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reasons.

ARTICLE XV

REDUCTION IN FORCE

A. REDUCTION IN STAFF

Any reduction in staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence or by reason of suspension of schools or territorial changes affecting the district, or any other reason authorized by Section 3319.17 of the Ohio Revised Code shall first be made through attrition resulting from resignations, retirement and transfers. The Board of Education may then suspend contracts to complete the reduction in force. Before the Board suspends contracts pursuant to this section, it shall advise the Teachers' Association, which shall have the right to appear before the Board to present written and/or oral arguments concerning the reduction of staff. For the purposes of this Agreement, a decrease in pupil enrollment of twenty (20) students at a minimum shall be required by the Board to implement a Reduction in Force of one (1) bargaining unit member utilizing the procedures outlined in this section. This twenty (20) student loss requirement shall only apply if the reason for the reduction in staff is a decrease in enrollment of pupils.

B. SUSPENSION OF CONTRACTS

1. Contracts shall be suspended within the teaching field affected in accordance with the recommendation of the Superintendent who shall give preference to teachers on continuing contracts. The Board shall not give preferences to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations as specified in Ohio Revised Code 3319.17.
2. The order of reduction in each certification/licensure area shall be as follows:
 - a. First: members holding limited contracts based on
 - i. Licensure/Certification;
 - ii. Competency as determined by formal evaluation;
 - iii. When evaluations are comparable, by lowest seniority in the District.
 - b. Second: members holding continuing contracts based on:
 - i. Licensure/Certification;
 - ii. Competency as determined by formal evaluation;
 - iii. When evaluations are comparable, by lowest seniority in the District.

Comparable evaluations shall be based on the final summative evaluation.

C. RECALL

Names of teachers whose contracts are suspended due to a reduction in force shall be placed on a Reduction in Force list based on seniority and certification. When there is an opening, teachers will be recalled in reverse order of layoff among those certificated for the position and they shall be restored by the Board at the same seniority, salary and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended. No new teachers may be hired by the school system for any position for which any teacher on a RIF list is certificated to fill.

D. AVAILABILITY OF RECALL

If an opening occurs, the Superintendent shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Superintendent informed of his or her whereabouts. The teacher shall notify within fifteen (15) days from the date the letter is received to indicate his or her availability for such position. The Board shall reinstate that teacher who indicates availability for such position, in accordance with section B of this Article.

When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list for a period of thirty-six (36) months. Teachers who are awaiting recall and are offered substitute work will receive priority for long-term substitute assignments. The refusal of substitute work will not affect their recall rights but will affect their priority status for long-term substitute assignments, if the substitute assignment refused was within the teacher's area of certification.

ARTICLE XVI

SCHOOL DAY

Wellsville High School shall not be in session longer than seven (7) hours and sixteen (16) minutes per day including the lunch period.

Elementary and middle school buildings shall not be in session longer than six (6) hours and thirty-five (35) minutes per day including the lunch period.

ARTICLE XVII

SCHOOL YEAR

The length of the school year shall be one hundred eighty-four (184) days with this being divided as follows:

1. One hundred eighty (180) pupil days with four (4) one-half ($\frac{1}{2}$) days or two (2) full days of this one hundred eighty (180) days being used for parent-teacher conferences. At the Superintendent's discretion, up to two (2) of these one hundred eighty (180) days may consist of professional development, without students in attendance, scheduled in increments of two (2) hours through the use of delayed school starts (up to a maximum of sixteen [16] hours).
2. The remaining four (4) days will be non-teaching days and will be used for orientation, teacher workshops, or clerical days at the end of the year.

ARTICLE XVIII

SCHOOL CALENDAR

- A. The Superintendent shall serve as chairperson of the committee to establish a school calendar. Two (2) or three (3) calendars shall be prepared and submitted to a vote of all school personnel, with the one (1) receiving the largest number of votes recommended to the Board of Education for approval. The adopted calendar will give opening and closing days, holidays, orientation, teacher workshops and clerical days. The school calendar will not be in conflict with the requirements of state law or regulations of the State Department of Education.
- B. The committee shall be comprised of the Superintendent and one (1) representative from each building chosen by the WTA President. The committee shall have one (1) meeting, which shall be held after the school day, and at which three (3) calendar options will be developed. The options will be presented as specified in Section A of this article above.
- C. At the end of each grading period, teachers will be given approximately one-half ($\frac{1}{2}$) day for clerical work, exclusive of in-service days. No meetings shall be scheduled on these days.
- D. The Board will grant five (5) calamity days of absence when school is closed due to calamity. If more than five (5) calamity days are used by the District in a school year, the next three (3) calamity days will be made up through the use of blizzard bags provided a plan for the District's use of blizzard bags is approved by the Ohio Department of Education. If school is closed for more than eight (8) calamity days (five [5] calamity cays if a blizzard bag plan is not approved), all additional days will be made-up with students in attendance provided that the total will not exceed the number of days in the teacher work year set forth in Article XVII.

ARTICLE XIX

BUILDING MEETINGS

All building meetings of school personnel, which take place after school, shall not last longer than thirty-five (35) minutes past the normal departure time, and will only be called at a maximum, once (1) per grading period. One (1) additional meeting per semester may be called by the building principal, but only with the approval of the Superintendent. Except in an emergency, all certificated employees will be given forty-eight (48) hours advance notice of such meetings. No meetings shall be scheduled on Parent-Teacher Conference days.

ARTICLE XX

PLANNING PERIOD

- A. The Wellsville Local Board of Education will provide each teacher of the high school and seventh (7th) and eighth (8th) grade with one (1) planning period each day.
- B. Each elementary teacher will have scheduled planning time during the week.
- C. Teachers will be available for duties five (5) minutes before the entry bell and ten (10) minutes after the end of the student's scheduled time each day. This time shall not be considered part of the two hundred (200) minutes of conference and planning time.
- D. All teachers shall have a minimum of two hundred (200) minutes conference and planning time per full week. Planning periods shall be provided in increments of no less than forty (40) minutes.
- E. Teachers' planning time shall not be during a lunch period, but shall be during the instructional day when students are present.
- F. If it is necessary to leave the building for any reason during planning time, the teacher must sign out and back in at the building office for the time.

ARTICLE XXI

COMMITTEES

If at any time a teacher is required to work on any school committee beyond the normal work day, the employee has the right to refuse to serve on the committee.

During the term of this agreement, before any grant, excluding Title I, Title II, Title IV, Title VI, Title VI-R, and Title VI-B, including their redefinition as per federal legislation, is submitted for approval, the Wellsville Teachers' Association President shall be provided a copy of the grant application and given the opportunity to request a meeting to review the application. If such a meeting is requested by the Association President then the Superintendent and the author(s) of the grant shall attend the meeting along with an equal number of bargaining unit members as designated by the Association President. The purpose of this meeting shall be to discuss the goals of the grant and any potential impact of the grant on the workload of teachers in the district.

ARTICLE XXII

RESIGNATIONS

A bargaining unit member may terminate his contract with the Board by resignation at the close of any school year prior to July 11.

Requests for release from contract after July 10 of any given year will not be honored by the Board unless a satisfactory replacement can be secured prior to the release from the contract.

ARTICLE XXIII

EMPLOYEE PROTECTION

No bargaining unit member shall be subject to discipline or termination without just cause. Further, all employees shall have the right to Association representation at any meeting which the employee might reasonably believe to be of a disciplinary nature. Employees shall have the right to stop any such meeting at any point to request such representation. For purposes of this article the terms "discipline" and "termination" do not include non-renewal or non-disciplinary suspension. The provisions of this Article are intended to supersede the provisions of Section 3319.16 of the Ohio Revised Code.

ARTICLE XXIV

NON-TEACHING DUTIES

Monitoring and supervising study halls, supervising recesses, supervising the lunchroom, inspecting and monitoring restrooms, supervising loading or unloading of school buses, supervising hallways, decorating, etc., shall be on a rotating basis for all members of the certificated staff except those with other teaching or supervising duties in each building. The administration will endeavor to keep these assignments to those only necessary for smooth operation of school.

In the event an employee performs duties in more than one building, then only one of the buildings shall be designated as the building in which the employee may be assigned non-teaching duties. Building assignment will be determined by the administration.

ARTICLE XXV

NOTICE FOR SCHOOL CLOSING AND TIME FOR REPORTING ON DELAYED OPENINGS

A. SCHOOL CLOSING

A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to WTOV and WKBN for priority dissemination to students and staff members. Staff members shall not be required to report for duty when the system or a particular building is closed as stated above.

B. SCHOOL DELAYS

A decision by the Superintendent of Schools to delay the entire system due to any of the aforementioned reasons likewise shall be communicated promptly to the radio stations WTOV, and WKBN for priority dissemination to students. Staff members shall not be required to report for duty at the normal time when the system or a particular building is delayed as stated above. Staff shall be available for duties as outlined in Article XX, Section C.

ARTICLE XXVI

STRS SHELTER

The Board of Education will continue a "paper pick-up" of retirement contributions for members of the bargaining unit. Such employee contributions, however, will continue to be made by the bargaining unit members. Should subsequent court or governmental rulings disallow such a "paper pick-up," this section will be null and void.

Bargaining unit members are individually responsible for reviewing the relationship between this Agreement and other tax deferred arrangements.

ARTICLE XXVII

REPRESENTATION AT OEA/NEA FUNCTIONS

- A. Those members of the Association who have been designated officially by the membership to represent the Wellsville Teachers' Association will be granted released time to attend functions at the OEA or the NEA.

- B. A total of six (6) school days can be used for such purposes with no reduction in salary provided that no more than three (3) bargaining unit members are released to one function. The Board will be responsible for the salary of the substitute teachers. All other expenses will be the responsibility of the Association.

ARTICLE XXVIII

EQUAL OPPORTUNITY EMPLOYER/NON-DISCRIMINATION

Neither the Board of Education nor the Association shall unlawfully discriminate against any employee on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, handicap, or discriminate in the application or interpretation of the provisions of this Agreement.

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant on the basis of race, religion, color, national origin, or sex.

ARTICLE XXIX

ASSOCIATION FINANCIAL SECURITY

- A. Within sixty (60) days after employment by the Board and as a condition of employment, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association an agency fee equivalent, not to exceed the amount of dues uniformly required of members of the Association subject to a rebate right granted to non-members in accordance with current law.
- B. The Association's procedures regarding the collection of agency fees shall be in accordance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio. A procedure for challenging the amount of the agency fee shall be established and posted for the information of members of the bargaining unit.
- C. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. The deduction shall commence with the second pay in November and continue for twenty (20) consecutive pays.
- D. The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
 - 2. The Association reserves the right to designate counsel to represent and defend the Board on matters pertaining to indemnification. The Board agrees to give full and complete cooperation and assistance to the Association designated counsel on matters pertaining to indemnification.

The Board shall have the right to retain additional counsel of its choice to assist the Association's counsel provided that:

- a. The Board will pay the cost of such additional counsel, but without any claim for indemnification for the cost of such additional counsel, and
- b. The Board retained counsel is instructed by the Board to consult with the Association designated counsel on all issues arising during the legal proceedings for which indemnification is sought. All decisions of the Association designated counsel, after consultation with the Board retained counsel shall be dispositive of the issue, except that in a settlement or proposed settlement both the

Association counsel and the Board retained counsel shall concur in the terms and conditions of the settlement.

- c. The Board agrees to:
 - i. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings.
 - ii. permit the Association or its affiliates to intervene as a party if it so desires, and/or
 - iii. not to oppose the Association's or its affiliate's application to file brief amicus curiae in the action.
- d. 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 due to court order) or misapplies such fair share fee provision herein.

ARTICLE XXX

CHILDREN TUITION EXEMPTION

Children of bargaining unit members who attend school within the Wellsville Local School District shall not be subject to any tuition fees regardless of their place of residence.

Children of bargaining unit members from other school districts will be included under the Open Enrollment Policy.

Bargaining unit members will be required to enroll their son/daughter in the district of residence to be eligible to attend Wellsville Schools.

Children of bargaining unit members who wish to attend will be admitted.

*This provision does not apply to members of the bargaining unit whose children are transferring from a school district which is currently on strike, unless a child is enrolled in the Wellsville Local School District prior to the beginning of the school year.

ARTICLE XXXI

MAINTENANCE OF STANDARDS

The Wellsville Board of Education agrees to maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this contract.

The Board and Association recognize the Board's right to reduce-in-force pursuant to this agreement and also the Board's rights under 3319.17 O.R.C.

ARTICLE XXXII

RETIREMENT INCENTIVE PLAN BONUS PAYMENT

In addition to the "Severance Pay" defined in Article VI, a seven thousand five hundred dollar (\$7500.00) bonus will be paid to any certificated employee who retires, at the end of any school year during the term of this contract, from the Wellsville Local School District and who is authorized for receipt of retirement benefits by the State Teachers Retirement System.

The payment of the bonus will be made during the month of January in the calendar year following the individual's retirement.

ARTICLE XXXIII

JOB DESCRIPTION FOR TEACHERS AND JOB PERFORMANCE CRITERIA, DUTIES AND RESPONSIBILITIES

The teacher

1. implements board of education and administrative policies, as addressed in the negotiated agreement
2. utilizes standardized test results
3. utilizes special personnel when appropriate
4. takes reasonable precautions to protect students, equipment, materials, and facilities
5. maintains accurate, complete, and correct records as required by law and the negotiated agreement
6. develops lesson plans that support course of study objectives
7. plans for assessment activities
8. demonstrates knowledge of subject matter
9. teaches to course of study objectives
10. uses teaching tools and resources provided by the district
11. uses a variety of instructional techniques
12. maintains control of the classroom
13. maintains rapport with students
14. manages class time
15. demonstrates flexibility in adapting to changes in schedules and plans
16. monitors student progress
17. maintains a professional working relationship with school personnel
18. maintains a professional working relationship with parents
19. communicates clearly in the classroom

20. maintains clean, neat, and well-groomed appearance for teaching assignment
21. shall be invited to attend IEP conferences for special education students who are included or mainstreamed in their classrooms
22. shall not be required to perform the non-teaching duties of catheterizing, medicating, toileting, diapering, or personal care or hygiene. Lifting or moving of handicapped students and/or medical devices of handicapped students may be requested only in an emergency situation.
23. In the absence of a teacher's aide, the teacher may request a particular aide.

JOB QUALIFICATIONS AND RELATED FACTS

1. A valid teaching certificate covering the area of assignment issued by the Ohio Department of Education.
2. Length of Contract: one hundred eighty-four (184) days annually

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO

TEACHER'S CATEGORIZED JOB PERFORMANCE CRITERIA, DUTIES AND
RESPONSIBILITIES

A. General

1. implements board of education and administrative policies, as addressed in the negotiated agreement
2. utilizes standardized test results
3. utilizes special personnel when appropriate
4. takes reasonable precautions to protect students, equipment, materials and facilities
5. maintains accurate, complete, and correct records as required by law and the negotiated agreement

B. Preparation/Lesson Design

6. develops lesson plans that support course of study objectives
7. plans for assessment activities

C. Curriculum

8. demonstrates knowledge of subject matter
9. teaches to course of study objectives

D. Instruction

10. uses teaching tools and resources provided by district
11. uses a variety of instructional techniques

E. Classroom Management

12. maintains control of the classroom
13. maintains rapport with students
14. manages class time
15. demonstrates flexibility in adapting to changes in schedule and plans

F. Student Achievement

16. monitors student progress

G. Professional Relations

17. maintains a professional working relationship with school personnel
18. maintains a professional relationship with parents

H. Personal Characteristics

19. communicates clearly in the classroom
20. maintains a clean, neat and well-groomed appearance for teaching assignments

I. Exceptions

Teachers shall not be required to perform following:

1. catheterizing
2. medicating of students
3. toileting of students
4. diapering of students
5. personal care or hygiene
6. lifting of handicapped students and/or the medical devices of handicapped students may be requested only in an emergency situation

ARTICLE XXXIV

EVALUATION

A. OTES Bargaining Unit Members

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix B.

B. Non-OTES Bargaining Unit Members

For non-OTES members of the bargaining unit, the following will continue to be implemented:

1. PROCEDURES

- a. Evaluation of any employee shall be conducted by the employee's immediate supervisor. Employees shall not be evaluated by administrators, coordinators and/or supervisors from other districts, including those administrators and/or supervisors who are employees of the Columbiana County Board of Education. In the event an employee performs under the supervision of more than one supervisor, then one of these supervisors shall be designated as the evaluation supervisor.
- b. All limited-contract certified employees shall be formally observed at least twice for each evaluation. Two formal observations per evaluation are a minimum. More than two formal observations may be conducted if areas of job performance have been found to be unsatisfactory or in need of improvement.
- c. All continuing-contract certified employees shall be formally evaluated at least once every two years. (Building administrators are responsible for establishing a building schedule and notifying staff members of the evaluation/observation schedule).
- d. All limited-contract certified employees are evaluated once per school year. The first observation in the evaluation cycle shall be completed by December 1st, and the second observation in the evaluation cycle shall be conducted and completed by March 31st.

All continuing-contract certified employees shall be observed and conference completed by March 15 during the year they are observed.
- e. The evaluation process of all certified employees shall include the following:

- i. A pre-observation conference between the evaluator and employee in order for the employee to explain plans, objectives, and area of focus for the work situation to be observed.
- ii. An observation of an entire class period (if possible) but a minimum of 30 minutes per observation is required.
- iii. A post-observation conference will be held within seven (7) school days after the observation. During this conference, the employee's performance shall be reviewed by the evaluator, and a copy of the written observation form shall be given to the employee.
- iv. The year-end post-evaluation conference will be held with the teacher following completion of each final evaluation. During this conference, the employee's performance will be reviewed by the evaluator, and a copy of the written evaluation form will be given to the employee.
- v. Areas cited for improvement must include recommended means by which the employee may obtain assistance in making such improvements.
- vi. The employee shall have the right to make a written response and have it attached to the evaluation form to be placed in the employee's personnel file in the Superintendent's office.
- vii. The timelines cited in this section will be extended due to the unavailability of the teacher for observation or conferencing.
- viii. The provisions of this Article shall supersede and replace the evaluation requirements set forth in sections 3319.11 and 3319.111 of the Ohio Revised Code.

2. CRITERIA FOR EVALUATIONS

- a. An employee's classroom evaluation shall only be evaluated on criteria set forth in the Evaluation Instrument, Appendix B, of this contract.
- b. No misleading, inaccurate, or undocumented information may become a part of an employee's performance evaluation report.
- c. The evaluation form and evaluation procedures shall be uniform throughout the district.

ARTICLE XXXV

LANGUAGE TO PROTECT TEACHERS' SENIORITY IN THE EVENT OF CONSOLIDATION OR TRANSFER OF PART OF A SCHOOL DISTRICT WITH WELLSVILLE SCHOOLS

CONSOLIDATION OF SCHOOL DISTRICTS

This provision will supersede O.R.C. §3319.18 in its entirety. If all or part of a school district is consolidated with or transferred to the Wellsville Local Schools, the certificated employees from the school district being consolidated or transferred, and if employed by the Wellsville Local School District will enter the bargaining unit under the following conditions:

1. These certificated employees from the school district which is consolidated or transferred shall be considered newly hired employees and will have no seniority upon entering the bargaining unit.
2. These certificated employees from the consolidated or transferred district and if employed by the Wellsville Local School District will be placed upon the Wellsville Local Schools' Salary Schedule according to their current training and experience. However, these employees will be compensated only according to the Wellsville Local Schools' Salary Schedule for Certificated Employees, regardless of their salary in the previous school district even if the employee's salary is less than their salary before the consolidation or transfer.
3. Due to the consolidation or transfer of all or part of another school district with the Wellsville Local Schools, the district will be permitted to have a reduction in force. Notwithstanding O.R.C. §3319.17, continuing contract certificated employees from the district being consolidated or transferred for the purpose of reduction in force only will be considered not to have a continuing contract, but will be considered to have a limited contract. No current bargaining unit members of the Wellsville Local Schools at the time of the execution of this agreement will be laid-off due to a consolidation or transfer of all or part of a school district with Wellsville Local Schools.

ARTICLE XXXVI

INCLUSION - MAINSTREAMING

- A. Regular classroom teachers shall be invited to attend the IEP conference for special education students included or mainstreamed in their classrooms.
- B. The IEP shall identify services to be provided to the special education student. The regular classroom teacher shall only be responsible for teaching those areas for which the teacher has appropriate certification.
- C. The district will hold in-service programs to aid teachers in dealing with mainstreamed students.
- D. There shall be no RIF (Reduction in Force) of any special education teachers as a result of inclusion or mainstreaming.
- E. If problems should arise for the regular classroom teacher as a result of inclusion and/or mainstreaming, an assessment team consisting of the building principal, the special education teacher, the school psychologist, the county special education coordinator, classroom teacher(s) affected by the IEP, and any other personnel as requested by any team member will meet to help resolve any problems.

ARTICLE XXXVII

ITN

- A. The ITN shall not reduce the total number of bargaining unit positions or the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of ITN.
- B. Assignments to ITN courses shall be by the mutual agreement of the teacher and the originating site district.
- C. The evaluation of teachers on ITN courses shall be by the mutual agreement of the teacher and the originating site district.
- D. All evaluations/observations shall require the physical presence of the appropriate administrator. No observation or evaluation for the purpose of renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means unless agreed to by the teacher.
- E. No ITN classes shall be broadcast from or received by any district in which the teachers are conducting a legal strike.

ARTICLE XXXVIII

SOUND EDUCATIONAL WORK ENVIRONMENT

- A. Smoking and use of tobacco products will not be permitted in any building, in accordance with Federal Law, under the supervision and control of the Wellsville Board of Education as of January 1, 1995.
- B. Each building shall make available a copier to all bargaining unit members in order for them to copy tests and other materials which shall be used for the education of the students.
- C. Telephones currently provided in classrooms shall have direct access to an outside line in order to facilitate parent-teacher communication and in case of emergency. Two (2) phones will be installed in Garfield Elementary for the use of staff members.

ARTICLE XXXIX

CLASS SIZE

The administration will work with teachers to resolve the problem of unreasonably large classes throughout the district.

For elementary and middle school students, excluding special needs students, the administration will work with teachers to resolve the problems of unreasonably large classes by assigning newly enrolled students within each grade level to those classes that have the least amount of enrolled students.

For the purposes of this section, each special education student who is included or mainstreamed into the classroom shall count as one (1) student when calculating class size only.

ARTICLE XL

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

It is agreed between the Wellsville Local Teachers' Association (WTA) and the Wellsville Local Board of Education (Board) that there shall be a Local Professional Development Committee (LPDC) established, as provided for in Senate Bill 230 and passed by the 1996 General Assembly of the Ohio Legislature. The LPDC shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

1. TERMS OF OFFICE

- a. Beginning with the 2008-2009 school year, the term for members serving on the committee shall be one (1) year. Members can be reappointed to successive terms.

2. COMMITTEE COMPOSITION AND SELECTION

- a. The committee shall be comprised of five (5) voting members as follows:
 - i. three (3) teachers
 - ii. one (1) principal
 - iii. the Superintendent of Wellsville Local School District or his designee
 - iv. only during the consideration of an administrative certificate or license renewal:

the Superintendent and his designee shall both serve on the committee. The three (3) teacher members shall determine which teacher will take part in discussion, but have no vote, thereby causing the voting members to be three administrator and two teacher members.

- b. The three (3) teacher members shall be appointed or re-appointed by the WTA Executive Committee. The principal member shall be appointed by the Superintendent or his designee.
- c. In the event of an in-term vacancy, the committee member shall be replaced in accordance with paragraph b above.

3. CHAIRPERSON

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

4. DECISION MAKING

Decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of four (4) voting committee members.

5 TRAINING

- a. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
- b. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
- c. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans.

6. MEETING AND COMPENSATION

- a. The LPDC shall meet as often as members deem necessary to complete their work. Not later than September 10th of each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.
- b. Teacher committee members shall be compensated at Grade IV of the Supplemental Salary Schedule. If a teacher resigns from the Committee, the teacher shall be paid on a pro rata basis for the time served. His/her replacement shall be paid on a pro rata basis for the remainder of the year.

7. COMMITTEE RESPONSIBILITY

The committee's responsibility shall include, but not be limited to, approval of individual professional development plans for all certificated employees, development plans for all certificated employees, development and approval of all district or building professional development activities, approval of all C.E.U.s, course work, workshops, etc. that could be used for professional growth.

8. APPEALS PROCESS

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

ARTICLE XLI

TEACHER PROTECTION/STUDENT DISCIPLINE

- A. A student who threatens a teacher with physical violence and/or assaults a teacher may be suspended from school. In addition, based upon the circumstances, the student may be recommended for expulsion to the Superintendent. The Association may request that the Superintendent consider expulsion and, if appropriate, permanent removal. Special education students, regardless of whether they are mainstreamed into a regular classroom or not, shall be considered subject to this provision. Nothing in this section shall be construed to supersede any state or federal law regarding student discipline or students with disabilities.
- B. A Discipline Committee shall be formed to develop and review student discipline policies for the district. The Committee shall be comprised of two (2) administrators designated by the Superintendent; two (2) Board of Education members; and one (1) bargaining unit member from the Elementary, two (2) from the Middle School and one (1) from the High School designated by the Wellsville Teachers' Association.
- C. The Committee shall meet as mutually agreed upon by the Committee members. The Committee shall be formed no later than thirty (30) days from the effective date of this Agreement.

ARTICLE XLII

MASTER TEACHER PROGRAM

A. Purpose

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a Master Teacher. The Committee shall be clothed with all authority afforded it under Ohio Law.

B. Composition

The Master Teacher Committee shall be comprised of five (5) members: three (3) teachers, who will be appointed by the Association and two (2) administrators who will be appointed by the Superintendent. As Master Teachers are identified, they will be encouraged to participate on the Committee, in order to attain the goal of having the teacher members all being Master Teachers. Two (2) of the teachers shall initially serve one (1)-year terms, and one (1) teacher will initially serve a two-year term. One (1) administrator will initially serve a one-year term, and one (1) administrator will initially serve a two (2)-year term. After the initial terms, all Committee members will serve for a term of two (2) years. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be re-appointed to successive terms.

C. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The Chairperson for the Committee shall be selected by a majority vote of the Committee. The Committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher in accordance with the rules and requirements established by the Ohio Department of Education, including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure. No decision of the Master Teacher Committee shall be subject to the grievance procedure set forth in Article II.

D. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent, Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid at the rate of twenty dollars (\$20.00) per hour for hours spent outside the teacher workday. There shall be a cap of one hundred fifty (150) hours per year outside of the teacher workday for

all Association members on the Committee. Any additional hours beyond this cap must be approved by the Superintendent.

Any bargaining unit member who is successful in achieving "Master Teacher" designation shall receive a Four Hundred Dollar (\$400) stipend to be paid in the first check following the end of the semester in which the person achieves the designation. Such stipend will be paid one time only.

ARTICLE XLIII

NEW TEACHER/MENTORING PROGRAM

When the final requirements for the Resident Educator License/New Teacher Mentoring Program are released by the Ohio Department of Education and/or the Educator Standards Board, the Parties will meet to negotiate this issue in good faith. Any agreement reached by the Parties will be incorporated into the Master Agreement as Article XLIII.

ARTICLE XLIV

CREDIT FLEXIBILITY

1. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of three (3) high school teachers chosen by the Association President, one (1) high school administrator and one (1) other administrator chosen by the Superintendent, and the Superintendent or his/her designee. The committee shall also have a “rotating” member, as a non-voting member, who shall be the teacher of record for the student who has applied. Bargaining unit members of the committee shall be paid the same rate per hour for all committee meetings outside the regular workday as those bargaining unit members on the Master Teacher Committee.
2. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified in the area of flexible credit sought shall be assigned as the teacher of record.
3. The Board’s policy on Credit Flexibility shall empower the teacher of record to make the sole determination about whether credit is/is not granted and what grade is assigned, if applicable, or level of mastery achieved, if applicable. Further, the Board’s policy shall require that the teacher of record and the student shall determine the schedule of meetings that shall be held regarding the student’s progress. The policy shall also require that the teacher of record and the student shall determine how the student will demonstrate mastery in the context of the student’s plan.
4. The teacher of record shall be paid the same hourly rate as paid for the Master Teacher Committee for work performed outside the regular workday associated with a student’s Flexible Credit plan implementation.
5. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the committee, whose decision shall be final.

ARTICLE XLV

TERMS OF AGREEMENT

- A. The terms and conditions of the contract shall be from September 1, 2014 to August 31, 2017.
- B. This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. Any amendment or agreement supplemental hereto shall be binding upon the parties if executed in writing and signed by each party.
- C. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this agreement. Should there be a conflict between this agreement and any policy or practice, then the terms of this agreement shall prevail.
- D. Within forty-five (45) days after this agreement is signed, copies shall be reproduced by the Board of Education at the joint expense of the parties and distributed to each teacher. The Association shall be supplied with an additional thirty (30) copies. Any subsequent revisions or amendments also shall be copied at the Board's expense and distributed to each teacher.

AGREEMENT

This Agreement made and entered into this 1 day of October , 2014 by and between the Wellsville Local School District Board of Education and the Wellsville Teachers Association. Effective date of Agreement is September 1, 2014 to August 31, 2017.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement.

BOARD OF EDUCATION	WELLSVILLE TEACHERS ASSOCIATION
By: <u><i>David R. Bauer</i></u> President	By: <u><i>Betty Ann Phillips</i></u> President
By: <u><i>Richard E. Berenik</i></u> Superintendent	By: <u><i>Anna M. Horne</i></u> Team Member
By: <u><i>Eva K. Elliott</i></u> Treasurer	By: <u><i>Darlene J. Allison</i></u> Team Member

APPENDIX A

Wellsville Local School District

Non-Grandfathered Employees Benefit Plan

**SCHEDULE OF BENEFITS
COMPREHENSIVE MAJOR MEDICAL BENEFITS**

PRECERTIFICATION REVIEW: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission. Call American Health Holdings at 1-800-349-8587.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum Amount Payable per Individual for Essential Health Benefits and Non-Essential Health Benefits Unlimited

Network (PPO Providers)

Calendar Year Deductible:

Per Individual \$150.00
Per Family \$300.00

After the Deductible is met all eligible charges will be paid at 90% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Deductible, Coinsurance and Copayments, other than those applicable to Prescription Drug benefits):

Per Individual \$650.00
Per Family \$1,300.00

Non-Network (Non-PPO Providers)

Calendar Year Deductible:

Per Individual \$300.00
Per Family \$600.00

After the Deductible is met all eligible charges will be paid at 80% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Deductible, Coinsurance and Copayments, other than those applicable to Prescription Drug benefits):

Per Individual \$1,300.00
Per Family \$2,600.00

Network and Non-Network Do Not Cross Apply

COVERED SERVICES

<u>Subject to deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Emergency Services</u>		
Emergency Room (Emergency Medical/Accident) \$75 Copay then 100% no Deductible Including the Emergency Room Ancillaries and Physician		
Non-Emergency use of an Emergency Room		Not Covered
<u>Inpatient Services</u>		
Anesthesia.....	90%	80%
Consultations.....	90%	80%
Newborn Care	90%	80%
Institutional Services.....	90%	80%
Physical Medicine and Rehabilitation (60 days per benefit period maximum combined in and out of network)	90%	80%
Professional Services	90%	80%
Skilled Nursing Facility (90 days per benefit period maximum combined in and out of network)	90%	80%
<u>Mental Illness, Alcoholism and Drug Abuse</u>		
In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.		
<u>Office Visit (Illness/Injury)</u>		
Physician Office Visit/Consultations	\$10 Copay then 100% No Deductible	80%
Specialist Office Visit/Consultations	\$20 Copay then 100% No Deductible	80%
Urgent Care Provider Office Visits.....	\$35 Copay then 100% No Deductible	80%
Urgent Care Related Services will be paid based on the services rendered		
<u>Outpatient Services</u>		
Allergy Testing/Treatment	90%	80%
Diagnostic Imaging/Lab/Medical Tests/X-ray	90%	80%
Diabetic Education and Training only	90%	80%
Home Health Care..... (90 visits per benefit period maximum combined in and out of network)	90%	80%
Immunizations (not required by PPACA)	90%	80%

COVERED SERVICES

<u>Subject to deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Outpatient Services</u>		
Pre-Admission Testing	90%	80%
Surgical Services- Anesthesia \$10 Copay then 100% no Deductible (PCP) \$20 Copay then 100% no Deductible (Specialist) 90% after Deductible (all other places of service)		80%
Surgery Professional \$10 Copay then 100% no Deductible (PCP) \$20 Copay then 100% no Deductible (Specialist) 90% after Deductible (all other places of service)		80%
Assistant Surgeon and Surgery Facility	90%	80%
<u>Outpatient Therapy</u>		
Cardiac Rehabilitation 90% (36 visits per benefit period maximum combined in and out of network)		80%
Chemotherapy and Radiation Therapy	90%	80%
Chiropractic 90% (12 visits per benefit period maximum combined in and out of network)		80%
Dialysis Treatment.....	90%	80%
Hyperbaric and Respiratory Therapy.....	90%	80%
Pulmonary Therapy 90% (20 visits per benefit period maximum combined in and out of network)		80%
Physical Therapy 90% (20 visits per benefit period maximum combined in and out of network)		80%
Occupational Therapy 90% (20 visits per benefit period maximum combined in and out of network)		80%
Speech Therapy 90% (20 visits per benefit period maximum combined in and out of network)		80%
<u>Preventive/Routine/Well Child Care- not subject to deductible in network</u>		
Health Care Reform Preventive Benefits	100%	80%
Including but not limited to:		
Women's Preventive Health Benefits.....	100%	80%
Immunizations (per PPACA)	100%	80%
Physical Exam (age 21 and over)	100%	80%
Bone Density Tests.....	100%	80%

COVERED SERVICES

<u>Subject to deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Preventive/Routine/Well Child Care- not subject to deductible in network</u>		
Endoscopic Services only as required by PPACA	100%	80%
If not required by PPACA-	90%	
Lab, Medical Tests and X-rays only as required by PPACA	100%	80%
If not required by PPACA-	90% after Deductible	
Mammogram	100%	80%
Pap Tests	100%	80%
PSA Tests.....	90% after Deductible	80%
Well Child Care (birth to age 21)	100%	80%
Including but not limited to: exams (including hearing and vision) and immunizations		
Well Child Lab only as required by PPACA	100%	80%
If not required by PPACA-	90% after Deductible	
<u>Additional Services</u>		
Abortions (spontaneous miscarriages and therapeutic only)	90%	80%
Ambulance.....	90%	80%
Approved Clinical Trial.....	Benefits paid based on services rendered	
Durable Medical Equipment.....	90%	80%
Hospice	90%	80%
Medical Supplies	90%	80%
Oral Accident.....	90%	80%
Organ Transplant.....	90%	80%
Private Duty Nursing.....	90%	80%
Therapeutic Injections	90%	80%
TMJ	Benefits paid based on services rendered	

PPO PROVISIONS

In the following situations, services rendered by a Non-Network provider will be considered at the Network level:

- Ancillary providers rendering care in a PPO facility (i.e.: pathologist, radiologist, anesthesiologist, emergency room physician);
- If a Covered Person has no choice of network providers in the specialty that the Covered Person is seeking within the PPO service area;
- If a Covered Person is out of the PPO and requires medical care;
- When a PPO provider utilizes the services of a Non-PPO provider for the reading or interpretation of x-ray or laboratory tests;
- If a Covered Person does not live within a 30 mileage radius of a PPO facility;
- Eligible Dependent Children who reside outside of Primary PPO service area.

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.

PRESCRIPTION DRUG BENEFITS

Preventive Prescription Drugs in compliance with PPACA..... Plan pays 100%
Copay or lesser of cost:

Retail Copay (34-day supply or 100 unit doses, whichever is less):

Generic	\$10.00
Formulary.....	\$20.00
Non-Formulary.....	\$35.00

Mail Order Copay (90-day supply):

Generic	\$20.00
Formulary.....	\$40.00
Non-Formulary.....	\$70.00

APPENDIX B

WELLSVILLE LOCAL SCHOOL DISTRICT

STANDARDS-BASED TEACHER EVALUATION SYSTEM

Purpose

- A. The purposes of teacher evaluation are:
 - 1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
 - 2. To inform instruction
 - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Definitions

- A. Ohio Teacher Evaluations System (OTES) – as adopted by the Ohio State Board of Education in 2011 or as otherwise modified by the State Board of Education.
- B. Teacher – for the purpose of this policy, “teacher” means a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:
 - 1. A license issued under ORC §3319.22, §3319.26, §3319.222 or §3319.226; or
 - 2. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2003; or
 - 3. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2006; or
- C. Credentialed Evaluator – a full-time contracted employee of the Wellsville Local School District holding at least one (1) certificate/license named under Division (E), (F), (J), or (L) or ORC §3319.22) who is the immediate supervisor. (For special education teachers, the Special Education Supervisor may be considered to be the “immediate supervisor”).
- D. Core Subject Area – means Reading and English Language Arts, Mathematics, Science, Foreign Language, Government, Economics, Fine Arts, History and Geography
- E. Electronic Teacher and Principal Evaluation System (“eTPES”) – is the electronic system used by the District to report evaluation data to ODE.

- F. Evaluation Cycle – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.
- G. Evaluation Factors – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- H. Evaluation Framework – means the document created and approved by the Ohio Department of Education (ODE) in accordance with §3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.
- I. Evaluation Instruments – refers to the forms used by the teacher’s evaluator. Those forms developed by the ODE are kept under separate cover to this agreement.
- J. Evaluation Procedure – the procedural requirements set forth in this agreement to provide specificity to the statutory obligation established under §3319.111 and §3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.
- K. Evaluation Rating – means the final summative evaluation that is assigned to a teacher pursuant to terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement.
- L. Student Growth – means a unit of academic growth projected for a student over a specified period of time and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the School District for approved vendor assessments or locally developed student learning objectives (SLOs).
- M. Student Learning Objectives (SLOs) – are measureable academic growth targets that are set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Shared Attribution Measures – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

- O. Value-Added – refers to the EVAAS Value-Added methodology provided by SAS, Inc.; which provides a measure of student progress at the district and school level based on each student’s scores on state issued standardized assessments.
- P. Vendor Assessment – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally-normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.
- Q. Remediation Plan – refers to a written plan which shall be collaboratively put into place in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form set forth by the Ohio Department of Education will be utilized for this purpose.
- R. Teacher Performance – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.
- S. Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record (based upon definition) to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.
- T. Teacher of Record – a teacher who:
 - 1. is responsible for assigning the grade to the student, and
 - 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and
 - 3. is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.

OTES Committee

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing and approving the many facets of SGMs for the employees of Wellsville Local Schools, as well as overseeing any professional development necessary for the development and writing of SLOs. The committee will be responsible for approving teacher written/department submitted SLOs, develop a list of approved professional development activities, as well as review Improvement Plans and upon request jointly develop Professional Growth Plans.

A. Committee Composition

1. The committee shall be comprised of three (3) Association members appointed by the Association President and two (2) administrators appointed by the Superintendent. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The terms of Association members on the committee shall be for a period of no less than three (3) years unless a member leaves the district, retires, requests that the Association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances or is removed by action of the Association
3. At the conclusion of the Association member's term or removal there from, the Association president will appoint a successor.

B. Committee Operation

1. The committee shall be chaired by an administrator, who will develop the agenda.
2. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM training, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work and any other training that may become necessary for the committee, with the Superintendent's approval. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be training on the new system and SGM application).
3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete and timelines for the completion of specific tasks.
 - a. One (1) task of the committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, changes in teacher assignments and/or implementation of new standards and/or curriculum, etc.
 - b. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.

4. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting and update them thereafter as needed.
5. All decisions of the committee shall be evidenced-based and achieved by consensus.
6. Members of the committee shall receive release time or compensation at a rate of twenty-five dollars (\$25.00) per hour for work outside the contractual work day for committee work and training.
7. The committee shall be authorized to utilize consultant(s) (examples are, but not limited, to educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate and approved by the Superintendent. The cost, if any, shall be borne by the Board.
8. The committee shall develop a list of approved professional development activities which are funded by the state required monies the Board designates for professional development.
9. The committee shall review Improvement Plans and jointly-develop, upon request, Professional Growth Plans to ensure equity.
10. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

C. Secretarial Support

The district shall pay a teacher committee member an additional twenty-five dollars (\$25.00) per hour to provide secretarial support and assistance to the committee as needed.

D. Committee Authority

1. The OTES committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board.
2. The OTES committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The OTES committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness:

90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

Standards-Based Teacher Evaluation Process

- A. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal parts upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished,
2. Skilled,
3. Developing, or
4. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

- B. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have instructional responsibility;
3. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
7. Assuming responsibility for professional growth, performance and involvement.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES Teacher Performance Evaluation Rubric for instructional planning, instruction and assessment, and professionalism.

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument.

Teacher instructional performance assessments shall be based on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and on the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video, audio or electronic devices without the written permission of the teacher.

C. Orientation of Teachers

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator. For the 2014-2015 school year only no later than September 30th each teacher shall be notified the name and position of his or her evaluator.

D. Schedule of Evaluation

All instructors who meet the definition of “teacher” under this agreement shall be evaluated based on at least two (2) formal observations and at least two (2), but no more than six (6) classroom walkthroughs (unless more walkthroughs are requested in writing by the teacher) each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once (1) annually.

Teachers on a limited contract who are under consideration for non-renewal shall receive at least three (3) formal observations and at least two (2), but not more than six (6) classroom walkthroughs. However, the teacher may request, in writing, that an additional observation be conducted by a different evaluator.

Teachers will have formal observations videotaped upon request.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of “Accomplished” or “Skilled” on his/her most recent evaluation shall be evaluated in accordance with procedures set forth in House Bill 362.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

E. Finalization of Evaluation

1. Written Report – Before the evaluation cycle is final and not later than May 10th, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and evaluator.
2. Completion of the Evaluation Cycle - -The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed through evidence gathered during the walkthroughs and provided by teachers and formal observations that are conducted for the current school year.
3. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
4. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal report.
5. The evaluation report shall be signed by the evaluator and 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 contents of the evaluation report.

6. The evaluation report shall be completed by May 10th, signed by both parties and filed with the Superintendent.

7. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating)

The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

8. A teacher shall be given, by the District, one (1) copy of all information and documents obtained through the evaluation process.
9. The District shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th.

F. 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. A copy signed by both parties, shall be provided to the teacher.

G. Evaluator Change Request

Teachers who are rated ineffective/developing for two (2) continuous years and disagree with the level of student growth, the rating of performance and/or the summative evaluation rating shall be allowed to request a different evaluator for the following school year and such request shall be honored by the district.

Formal Observation Procedures

- A. A minimum of two (2) formal observations shall be conducted; the first by December 15th and the second by April 15th. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal observations unless otherwise agreed to by the teacher.

Teachers shall not receive a formal observation on a day before the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

- B. Observation Conference: All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. The pre-observation conference shall be conducted face to face. Teachers shall provide evidence for the classroom situation to be observed on the pre-observation form.
- C. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within five (5) working days following the formal observation.
- D. Informal Observations/Classroom Walkthrough Procedure
1. A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:
 - Evidence of planning;
 - Lesson delivery;
 - Differentiation;
 - Resources;
 - Classroom environment;
 - Student engagement;
 - Assessments;
 - or any other component of the standards and rubrics approved for teacher evaluation.
 2. Consist of at least five (5) minutes, but not more than twenty (20) minutes. Data gathered shall be placed on walkthrough forms and be provided to the teacher within three (3) days. Teachers shall have the opportunity to respond to feedback.
 3. Walkthroughs shall not be conducted on the day proceeding any holiday or recess recognized on the district calendar.

Assessment of Student Growth

- A. In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. Students who have excused or unexcused

absences of forty-five (45) or more days shall not be included in the growth measure calculation.

- B. The parties agree to utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:
- A1: Teachers instructing in value-added subjects exclusively;
 - A2: Teachers instructing in value-added courses, but not exclusively;
 - B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
 - C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.
- C. Each grade level and/or department shall submit its Student Growth Measure Plan for the following year to the OTES Committee by May 31st. Such plans shall be in compliance with the requirements of ORC §3319.111 and §3319.112.
- D. Data from the measures of student growth approved by the OTES committee will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one (1) of three (3) levels of student growth:
- Above
 - Expected
 - Below
- E. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by October 15th. For the 2014-2015 school year when utilizing vendor assessments to be considered to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other consideration by November 1st.
1. The SLOs shall be submitted to the OTES Committee by October 1st.
 2. The OTES Committee shall review all submitted SLOs by October 10th.
 3. Any SLO that is rejected by the OTES Committee shall be returned to the grade level/department with specific designation of deficiencies and the corrected SLO must be resubmitted within a timeline of ten (10) days.
- F. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

- G. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
- H. Job sharing arrangements:
The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.
- I. Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).
- J. An educator evidencing approved leave in consultation with the evaluator may defer consideration of student growth measures to a subsequent year or modify the SGM's expectations with approval from the Superintendent.

Final Evaluation Procedures

- A. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the following "Evaluation Matrix":

	Teacher Performance			
Student Growth	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

- B. 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.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan utilizing the form provided by the Ohio Department of Education.
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her administrator, which will be reviewed by the OTES Committee and the teacher will have input on his/her evaluator for the next evaluation cycle, utilizing the form set by the Ohio Department of Education.
- C. Teacher whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their administrator, which shall be reviewed by the OTES Committee. The Improvement Plan shall utilize the form set by the Ohio Department of Education.

Core Subject Teachers – Testing for Content Knowledge

- A. Beginning with the 2016-2017 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.
- B. If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.
- C. Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher’s evaluating ratings or the performance index score ranking of the building in which the teacher teaches.
- D. No teacher shall be responsible for the cost of taking an examination set forth above.

Personnel Action Requirements

For the 2014-2015, 2015-2016 and 2016-2017 school years, student growth data will not be considered in non-renewal decisions unless upon the request of a member.

APPENDIX C

NON-OTES EVALUATION FORMS

Page 1 of 3

WELLSVILLE LOCAL SCHOOL DISTRICT
Center Street
Wellsville, Ohio 43968

OBSERVATION: FORM A

Teacher _____ Building _____
Date of Observation _____ Subject _____
Time _____ Supervisor _____
Date of Pre-Observation
Conference _____

I. PRE-OBSERVATION CONFERENCE

- A. Objectives of Lesson
- B. Techniques of Instruction (Procedures and Materials)
- C. Relationship of this Lesson to Unit
- D. Suggested Focus by Teacher

OBSERVATION: FORM A

II. OBSERVATION NOTES OF SUPERVISOR

OBSERVATION: FORM A

III. POST-OBSERVATION CONFERENCE

- A. Were objectives achieved:

- B. Teaching Techniques (patterns and practices) which should continue (set induction, closure, use of materials, involvement of students, classroom management):

- C. Patterns/Practices identified for improvement/change:

- D. Was there a relationship between the lesson and the unit?

- E. Comment concerning teacher's suggested focus:

Signature of Teacher _____

Date _____

Signature of Supervisor _____

Date _____

A copy of the post-observation conference will be given to the teacher within 7 days after observation.

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO

FINAL EVALUATION FORM

Staff Member _____ School _____

Position _____ Years Experience _____

Contract Eligibility _____ Limited _____ Continuing _____

Type of Certificate: _____ Temporary _____

_____ Provisional _____

_____ Professional _____

_____ Permanent _____

Dates and Times of Classroom Observation(s)

_____ Min. _____ Min.

_____ Min. _____ Min.

Evaluator's Comments:

Teacher's Comments:

Evaluator's Recommendation:

Teacher's Signature

Date

Evaluator's Signature

Date

WELLSVILLE LOCAL SCHOOL DISTRICT
FINAL EVALUATION RATING
FINAL EVALUATION

CRITERIA, DUTIES, RESPONSIBILITIES	RATINGS			
	Unsatisfactory	Needs Improvement	Satisfactory	Out-Standing
The teacher-				
1. implements board of education and administrative policies as addressed in the negotiated agreement.				
2. utilizes standardized test results.				
3. utilizes special personnel when appropriate.				
4. takes responsible precautions to protect students, equipment, materials and facilities.				
5. maintains accurate, complete, and correct records as required by law and the negotiated agreement.				
6. develops lesson plans that support course of study objectives.				
7. plans for assessment activities.				
8. demonstrates knowledge of subject matter.				
9. teaches to course of study objectives.				
10. uses teaching tools and resources provided by the district.				
11. uses a variety of instructional techniques.				
12. maintains control of the classroom.				
13. maintains rapport with students.				
14. manages class time.				
15. demonstrates flexibility in adapting to changes in schedules and plans.				
16. monitors student progress.				
17. maintains a professional working relationship with school personnel.				
18. maintains a professional working relationship with parents.				
19. communicates clearly in the classroom.				
20. maintains clean, neat, and well-groomed appearance for teaching assignment.				

WELLSVILLE LOCAL SCHOOL DISTRICT
WELLSVILLE, OHIO

FINAL EVALUATION FORM

PART II

Staff Member _____ School _____

Position _____ Years Experience _____

Recommendations regarding areas of improvement (those marked "Unsatisfactory" or "Needs Improvement"):

Means by which teacher may obtain assistance in making improvements:

Signature of Teacher _____

Date _____

Signature of Evaluator _____

Date _____