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MASTER AGREEMENT

BETWEEN

WELLSVILLE LOCAL BOARD OF EDUCATION

AND THE

WELLSVILLE TEACHERS' ASSOCIATION

SEPTEMBER 1, 2023 TO AUGUST 31, 2026

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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, or such later date as mutually agreed upon.

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.

K. All teachers shall be granted free admittance to all regular season sporting events upon showing proper identification.

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 one and three-quarters percent (1.75%) for the 2023-2024 School year.

The base salary will be increased by one and one-half percent (1.5%) for the 2024-2025 School year.

The base salary will be increased by two percent (2%) for the 2025-2026 School year.

Longevity Salary Schedule:

Experience	Additional Compensation
14-19 years	$400
20-24 years	$3,000
25-29 years	$3,200
30 years and up	$3,400

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 grant 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-four (24) equal installments contingent upon acceptance by the OAPSE union. Until such time, the salary will continue to 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 business 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 two hundred dollars ($200.00) per semester credit hour. The maximum reimbursement will be one thousand eight hundred dollars ($1,800.00) 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 (¼) of the value of their accrued, but unused sick leave credit, with a maximum payment of seventy-five (75) days for 2023-24, 2024-25 and 2025-26.

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) plus the prorated cost of insurance for each day of absence.

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 thirty dollars ($30.00) 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. WORK OUTSIDE THE CONTRACTUAL DAY

Members who agree to work outside the contractual year (e.g., Saturday School, Detention, Committee Meetings, Curriculum Writing, Grant Writing, Tutoring, etc.), if pre-approved by the administration, shall be paid at a rate of thirty dollars ($30.00) per hour.

M. 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.

	1st Year	2nd Year	3rd Year	4th Year	5th Year
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 (per season for 3 seasons)

Band Director

Boys' Head Basketball Coach

Girls' Head Basketball Coach

Head Football Coach

Grade II

Assistant Athletic Director (per season for 3 seasons)

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

Webmaster

Varsity Cheerleaders

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

E-Sports

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)
Robotics
*Summer Physical Fitness
Weightlifting
Spring Play

Grade V

Art
Elementary Basketball Coach
Fall or Winter Play
Freshman Cheerleaders
Jr. High Academic Challenge Coach
Jr. High Cheerleaders
Competition Cheer
Jr. High Choir
Middle School Student Council
Newspaper
Sr. High Academic Challenge Coach
Elementary Volleyball
Elementary Softball
Elementary Baseball
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

Local Professional Development Committee Member

Social Media Specialist

N. 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 $38,343.16
2023-2024 SCHOOL YEAR

	DEGREE					
	BACHELOR'S		5 YRS NO MASTERS		MASTERS	
Years	Index	Salary	Index	Salary	Index	Salary
0	1.0000	$38,343.16	1.0400	$39,876.89	1.1000	$42,177.48
1	1.0500	$40,260.32	1.0950	$41,985.76	1.1600	$44,478.07
2	1.1000	$42,177.48	1.1500	$44,094.63	1.2200	$46,778.66
3	1.1500	$44,094.63	1.2050	$46,203.51	1.2800	$49,079.24
4	1.2000	$46,011.79	1.2600	$48,312.38	1.3400	$51,379.83
5	1.2500	$47,928.95	1.3150	$50,421.26	1.4000	$53,680.42
6	1.3000	$49,846.11	1.3700	$52,530.13	1.4600	$55,981.01
7	1.3500	$51,763.27	1.4250	$54,639.00	1.5200	$58,281.60
8	1.4000	$53,680.42	1.4800	$56,747.88	1.5800	$60,582.19
9	1.4500	$55,597.58	1.5350	$58,856.75	1.6400	$62,882.78
10	1.5000	$57,514.74	1.5900	$60,965.62	1.7000	$65,183.37
11	1.5500	$59,431.90	1.6450	$63,074.50	1.7600	$67,483.96
12	1.6000	$61,349.06	1.7000	$65,183.37	1.8200	$69,784.55
13	1.6500	$63,266.21	1.7550	$67,292.25	1.8800	$72,085.14

Longevity Salary Schedule

Experience	Additional Compensation
14-19 years	$400.00
20-24 years	$3,000.00
25-29 years	$3,200.00
30 years and up	$3,400.00

10 years of service must be in the Wellsville School District

WELLSVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
BASE $38,918.31
2024-2025 SCHOOL YEAR

	DEGREE					
	BACHELOR'S		5 YRS NO MASTERS		MASTERS	
Years	Index	Salary	Index	Salary	Index	Salary
0	1.0000	$38,918.31	1.0400	$40,475.04	1.1000	$42,810.14
1	1.0500	$40,864.23	1.0950	$42,615.55	1.1600	$45,145.24
2	1.1000	$42,810.14	1.1500	$44,756.06	1.2200	$47,480.34
3	1.1500	$44,756.06	1.2050	$46,896.56	1.2800	$49,815.44
4	1.2000	$46,701.97	1.2600	$49,037.07	1.3400	$52,150.54
5	1.2500	$48,647.89	1.3150	$51,177.58	1.4000	$54,485.63
6	1.3000	$50,593.80	1.3700	$53,318.08	1.4600	$56,820.73
7	1.3500	$52,539.72	1.4250	$55,458.59	1.5200	$59,155.83
8	1.4000	$54,485.63	1.4800	$57,599.10	1.5800	$61,490.93
9	1.4500	$56,431.55	1.5350	$59,739.61	1.6400	$63,826.03
10	1.5000	$58,377.47	1.5900	$61,880.11	1.7000	$66,161.13
11	1.5500	$60,323.38	1.6450	$64,020.62	1.7600	$68,496.23
12	1.6000	$62,269.30	1.7000	$66,161.13	1.8200	$70,831.32
13	1.6500	$64,215.21	1.7550	$68,301.63	1.8800	$73,166.42

Longevity Salary Schedule

Experience	Additional Compensation
14-19 years	$400.00
20-24 years	$3,000.00
25-29 years	$3,200.00
30 years and up	$3,400.00

10 years of service must be in the Wellsville School District

WELLSVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
BASE $39,696.68
2025-2026 SCHOOL YEAR

	DEGREE					
	BACHELOR'S		5 YRS NO MASTERS		MASTERS	
Years	Index	Salary	Index	Salary	Index	Salary
0	1.0000	$39,696.68	1.0400	$41,284.55	1.1000	$43,666.35
1	1.0500	$41,681.51	1.0950	$43,467.86	1.1600	$46,048.15
2	1.1000	$43,666.35	1.1500	$45,651.18	1.2200	$48,429.95
3	1.1500	$45,651.18	1.2050	$47,834.50	1.2800	$50,811.75
4	1.2000	$47,636.02	1.2600	$50,017.82	1.3400	$53,193.55
5	1.2500	$49,620.85	1.3150	$52,201.13	1.4000	$55,575.35
6	1.3000	$51,605.68	1.3700	$54,384.45	1.4600	$57,957.15
7	1.3500	$53,590.52	1.4250	$56,567.77	1.5200	$60,338.95
8	1.4000	$55,575.35	1.4800	$58,751.09	1.5800	$62,720.75
9	1.4500	$57,560.19	1.5350	$60,934.40	1.6400	$65,102.56
10	1.5000	$59,545.02	1.5900	$63,117.72	1.7000	$67,484.36
11	1.5500	$61,529.85	1.6450	$65,301.04	1.7600	$69,866.16
12	1.6000	$63,514.69	1.7000	$67,484.36	1.8200	$72,247.96
13	1.6500	$65,499.52	1.7550	$69,667.67	1.8800	$74,629.76

Longevity Salary Schedule

Experience	Additional Compensation
14-19 years	$400.00
20-24 years	$3,000.00
25-29 years	$3,200.00
30 years and up	$3,400.00

10 years of service must be in the Wellsville School District

ARTICLE VII

INSURANCE PROVISIONS

A. HOSPITAL/SURGICAL INSURANCE

Beginning July 1, 2017, the Insurance plan will be the Portage Area Schools Consortium with the one hundred fifty dollar ($150.00) deductible plan with Rx Plan C. Beginning January 1, 2024, the Insurance plan will be the Portage Area Schools Consortium two hundred fifty dollar ($250.00) deductible plan (Medical Option 1) with Rx Plan D (Option 3). Employee contributions will be five percent (5%) of the total cost of the plan, not to exceed one hundred fifty dollars ($150.00) per month effective September 1, 2023; and not to exceed one hundred seventy-five dollars ($175.00) per month effective September 1, 2024; and not to exceed two hundred dollars ($200.00) per month effective September 1, 2025.

The Board will keep the same or better PPO coverage as that in effect on January 1, 2024.

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 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 or qualifies for family coverage and elects not to be covered by the school plan, the employee will be reimbursed at the rate of four thousand dollars ($4,000.00) for each full year off the rolls, or at the rate of three hundred thirty-three dollars and thirty-three cents ($333.33) per month for any portion less than a year. If three (3) or more bargaining unit members enrolled in the district hospitalization plan as of June 30, 2023 remove themselves from the insurance rolls and join this option or option 2 below, then the amount of reimbursement every bargaining unit member who qualifies for this option will receive will be six thousand dollars ($6,000.00) for each full year off the rolls, or at a rate of five hundred dollars ($500.00) per month for any portion less than a full year. The three (3) bargaining unit members must be in addition to the bargaining unit members already participating in this contractual provision as of June 30, 2023.

2. If the bargaining unit member presently has or qualifies for family coverage and elects the single coverage, then the employee will be reimbursed at the rate of four thousand dollars ($4,000.00) for each full year off the rolls, or at the rate of three hundred thirty-three dollars and thirty-three cents ($333.33) per month for any portion less than a year. If three (3) or more bargaining unit members enrolled in the district hospitalization plan as of June 30, 2023 remove themselves from the insurance rolls and join this option or option 1 above, then the amount of reimbursement every bargaining unit member who qualifies for this option will receive will be five thousand dollars ($5,000.00) for each full year off the rolls, or at a rate of four hundred sixteen dollars and sixty-six cents ($416.66) per month for any portion less than a full year. The three (3) bargaining unit members must be in addition to the bargaining unit members already participating in this contractual provision as of June 30, 2023.

3. If the bargaining unit member presently has or qualifies for single coverage and elects not to be covered at all, then the employee will be reimbursed at the rate of three thousand dollars ($3,000.00) for each full year off the rolls, or at the rate of two hundred fifty dollars ($250.00) per month for any portion less than a year.

To be eligible, the bargaining unit member must present proof of other Insurance coverage that is not from the Insurance Marketplace. If both spouses are employed by the District neither is eligible for this payment. Bargaining unit members qualifying for reimbursement listed above 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 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. HEALTHCARE REIMBURSEMENT ACCOUNT

The Board will provide a Healthcare Reimbursement Account (HRA) for Medical Expenses for each bargaining unit member who elects coverage under the District's Insurance plan and elects to participate in the HRA. The Board will contribute seven hundred dollars ($700.00) to each participating member's HRA who has Family coverage under the District's Insurance plan or three hundred dollars ($300.00) to each participating member's HRA who has Single coverage under the District's Insurance plan. The contributions will be made in the 2024, 2025, and 2026 calendar years. Teachers may also make voluntary contributions to a Flexible Spending Account (FSA). The Board will make no contributions to any FSA.

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, injury, or death, "immediate family" shall include: spouse, partner, parents, step-parents, foster parents, or a legal guardian or other person who stands in the place of a parent (in *loco parentis*), children, step-children, foster children, grandparents, aunts, uncles, nieces, nephews, siblings,

grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, or son-in-law.

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. PARENTAL 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, or a member impacted by the placement of a foster child.

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 except for unforeseen circumstances. 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/he 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 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

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 October 15th of the school year in which eligibility will arise, and

   b. File a professional teaching license with the Board no later than May 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 (¾) 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 who have not yet received a final summative evaluation rating in the District, based on Licensure/certification;

   b. Second: 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.

   c. Third: 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. For purposes of this Article, Accomplished and Skilled ratings will be considered comparable with each other, Developing ratings will be considered comparable with themselves, and Ineffective ratings will be considered comparable with themselves.

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 AND SCHOOL CALENDAR

A. 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 (½) 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 or early dismissals (up to a maximum of sixteen [16] hours). The number of pupil days may be adjusted up/down from 180 depending on the total number of non-teaching days (paragraph (A)(2) below) held in a school year such that the total number of days in the school year will not exceed one hundred eighty-four (184).

2. Up to six (6) of the one hundred eighty-four (184) days in the school year will be non-teaching days and will be used for orientation, teacher workshops, or clerical days at the end of the year. No more than two (2) of these non-teaching days may be held in the second semester of the school year.

B. SCHOOL CALENDAR

1. 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.

2. 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 paragraph (B)(1) of this article above.

3. At the end of each grading period, teachers will be given approximately one-half (1/2) day for clerical work, exclusive of in-service days. No meetings shall be scheduled on these days.

4. 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 days 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 Section A of this Article.

ARTICLE XVIII

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 XIX

PLANNING PERIOD

A. The Wellsville Local Board of Education will provide each teacher of the high school and seventh (7^{th}) and eighth (8^{th}) 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 XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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 XIX, Section C.

ARTICLE XXV

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 XXVI

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 XXVII

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, sexual orientation, 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 XXVIII

CHILDREN TUITION EXEMPTION

Children of bargaining unit members who attend school within the Wellsville Local School District, including Pre-K, 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, unless the grade level is not offered in the district of residence.

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 XXIX

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 XXX

RETIREMENT INCENTIVE PLAN BONUS PAYMENT

In addition to the "Severance Pay" defined in Article VI, a seven thousand five hundred dollar ($7,500.00) 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 XXXI

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

1. develops lesson plans that support course of study objectives
2. plans for assessment activities

C. Curriculum

1. demonstrates knowledge of subject matter
2. teaches to course of study objectives

D. Instruction

1. uses teaching tools and resources provided by district
2. uses a variety of instructional techniques

E. Classroom Management

1. maintains control of the classroom
2. maintains rapport with students
3. manages class time
4. demonstrates flexibility in adapting to changes in schedule and plans

F. Student Achievement

1. monitors student progress

G. Professional Relations

1. maintains a professional working relationship with school personnel

2. maintains a professional relationship with parents

H. Personal Characteristics

1. communicates clearly in the classroom

2. 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 XXXII

EVALUATION

A. OTES Bargaining Unit Members

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

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 XXXIII

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.

4. To inform employment decisions (retention, promotion, and removal) of teachers.

Definitions

A. Ohio Teacher Evaluations System (OTES) – as adopted by the Ohio State Board of Education in 2011 and as otherwise modified by the State Board of Education.

B. Teacher – for the purpose of this Article, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing 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 former ORC §3319.222.

C. Credentialed Evaluator – the person responsible for assessing a teacher's performance is the building administrator (principal or assistant principal, or the Superintendent in extenuating circumstances, who is a contracted employee of the Wellsville Local School District holding the licenses set forth in O.R.C. §3319.01 or §3319.02

D. Ohio Evaluation System (OhioES) – is the electronic system used by the District to report evaluation data to ODE.

E. Evaluation Cycle – the period of time from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or the Ohio Revised Code.

F. Evaluation Factors – refers to formal observations, walkthroughs, casual observations and informal conversations between the evaluator and teacher, high-quality student data, other evidence of practice and professionalism, and other components required by the Ohio Revised Code to be used in the teacher evaluation procedure.

G. Evaluation Framework – means the document created and approved by the Ohio Department of Education (ODE) in accordance with §3319.112(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

H. Evaluation Instruments – the forms used by the teacher's evaluator. Those forms developed by the ODE are kept under separate cover to this agreement.

I. 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.

J. Evaluation Rating – means the final holistic performance rating that is assigned to a teacher pursuant to the terms of this agreement and based on all Evaluation Factors observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective".

K. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

L. High-Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

M. Improvement Plan: A detailed, written plan developed by the evaluator, into which the teacher may provide input, on which a teacher with a final rating of ineffective is placed. The District has the discretion to place a teacher on an improvement plan for a deficiency in any component of the evaluation rubric.

N. Professional Growth Plan: A written plan designed for the purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

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. Teacher Performance – is the assessment of a teacher's performance, which is based upon the educator professional standards, and reported using the teacher performance evaluation rubric. As an evaluation factor, teacher performance dimension is based on formal observations, walkthroughs, casual observations and informal conversations between the evaluator and teacher, high-quality student data, other evidence of practice and professionalism, and other components required by the Ohio Revised Code to be used in the teacher evaluation procedure.

Evaluators and Assignment

A. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day worked.

B. Evaluator assignments shall be made pursuant to the following requirements:

1. For those teachers with an evaluation rating of Skilled, Developing, or Ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.

2. For those teachers with an evaluation rating of Accomplished on their most recent evaluation, the teacher shall select their evaluator from the District's list of approved evaluators, not later than September 15 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

3. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

4. Should an unforeseen emergency arise, a new evaluator will be assigned.

5. Upon request of the teacher, the teacher shall be assigned a new evaluator if the evaluator received an ineffective rating on his/her most recent evaluation.

OTES Committee

The Association and the Board have established a standing joint committee for the sole purpose of assessing, reviewing and approving the many facets of high-quality student

data (HQSD) for the teachers of Wellsville Local Schools. The committee will ensure that all measures of HQSD adhere to the relevant criteria established by the Ohio Department of Education.

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.

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 HQSD 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 affected bargaining unit members will be trained on the new system and HQSD application).

3. One (1) task of the committee shall be to determine those conditions that likely would impact HQSD, 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.

4. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.

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 thirty dollars ($30.00) 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, HQSD 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.

C. 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.

D. High-Quality Student Data (HQSD)

1. Each evaluation shall contain at least two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) measure of HQSD.

2. When utilizing vendor assessments to construct HQSD, related teaching, student, and other educational materials shall be purchased.

3. HQSD shall be used as evidence in any component of the teacher's evaluation.

4. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

5. Teachers on the less frequent evaluation cycle must utilize two (2) measures of high-quality student data.

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.

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.

B. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations, walkthroughs, casual observations and informal conversations between the evaluator and teacher, high-quality student data, other evidence of practice and professionalism, and other components required by the Ohio Revised Code to be used in the teacher evaluation procedure. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the Ohio Standards for the Teaching Profession:

1. 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.

2. 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.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. Teacher instructional performance assessments shall be based on the evidence provided by the teacher and the Evaluation Factors defined in Definitions.

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

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

7. 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. Schedule of Evaluation

1. Except as otherwise noted below, 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.

2. 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.

3. Teachers may have formal observations videotaped upon request of the teacher.

4. 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.

5. The Board shall evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation once every three school years, so long as the teacher submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

6. The Board shall evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

7. The Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

   a. The teacher was on leave from the school district for fifty per cent (50%) or more of the school year, as calculated by the Board.

   b. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

8. Notwithstanding the foregoing, all teachers will be evaluated in any year in which their limited contract expires.

D. 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 holistic summative evaluation of a teacher shall be based upon high-quality student data, and performance that is assessed through the Evaluation Factors defined in Definitions.

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 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 Holistic 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 holistic rating of teacher effectiveness to the Ohio Department of Education by the deadline established by ODE.

E. 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.

F. Evaluator Change Request

Teachers who are rated ineffective/developing for two (2) continuous years and disagree with the holistic evaluation rating shall be allowed to request a different evaluator for the following school year.

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 or over video conference. 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 fifteen (15) minutes. Data gathered shall be placed on walkthrough forms and be provided to the teacher within three (3) school days. Teachers shall have the opportunity to respond to feedback.

3. Walkthroughs shall not be conducted on the day preceding any holiday or recess recognized on the district calendar.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose final holistic rating is Accomplished will annually develop a self-directed professional growth plan utilizing the form provided by the Ohio Department of Education.

B. Teachers whose final holistic rating is Skilled will annually develop a professional growth plan jointly with his/her evaluator utilizing the form provided by the Ohio Department of Education.

C. Teachers whose final holistic rating is Developing will annually develop a professional growth plan guided by their evaluator utilizing the form provided by the Ohio Department of Education.

D. Teachers with a final holistic rating of Ineffective will be placed on an improvement plan by their evaluator, into which the teacher may provide input.

E. Teachers in their first year of employment with the District will develop a professional growth plan collaboratively with their evaluator utilizing the form provided by the Ohio Department of Education.

F. An improvement plan shall include:

1. Specific areas for improvement aligned to the Ohio Standards for the Teaching Profession;

2. The level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies; and

3. Available resources and assistance.

G. No Improvement Plan or Professional Growth Plan should focus on more than two (2) goals per Evaluation Cycle.

ARTICLE XXXIV

SCHOOL COUNSELOR EVALUATION

School Counselors shall be evaluated in accordance with the following provisions.

A. Ohio School Counselor Evaluation Rubric

The Board of Education shall utilize the Ohio School Counselor Evaluation Rubric when evaluating school counselors. The Ohio School Counselor Evaluation Rubric ("Evaluation Rubric") consists of six (6) standard areas which are based upon the Ohio Standards for School Counselors adopted by the Ohio State Board of Education in October 2015 and a seventh (7^{th}) area focused on metric(s) of student outcomes.

B. Standard Areas

The Evaluation Rubric describes four levels of school counselor performance for each standard area. The indicators under each standard area describe the knowledge, skills and competencies of school counselors at each performance level (Ineffective, Developing, Skilled and Accomplished). School counselors must demonstrate their ability in all six standard areas:

1. Standard 1: Comprehensive School Counseling Program Plan.

   School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.

2. Standard 2: Direct Services for Academic Career and Social/Emotional Development.

   School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

3. Standard 3: Indirect Services: Partnerships and Referrals.

   School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

4. Standard 4: Evaluation and Data.

   School counselors collaboratively engage in a cycle of continuous improvements using data to identify needs, plan and implement programs, evaluate, impact and adjust accordingly.

5. Standard 5: Leadership and Advocacy.

School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

6. Standard 6: Professional Responsibility, Knowledge and Growth.

School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

C. Metric(s) of Student Outcomes

The Evaluation Rubric describes four (4) levels of school counselor performance for the metric(s) of student outcomes area. In this portion of the Evaluation Rubric the school counselor shall provide data demonstrating a variety of professional responsibilities. Such responsibilities may include, but are not limited to, designing classroom interventions and academic accommodations, promoting career and college planning (e.g. Job Fair, College Week, CCP), and providing peer support and individual counseling. Such responsibilities are intended to positively affect the students' skills, knowledge, well-being and behaviors. The school counselor must clearly demonstrate and provide evidence of planned, implemented programs with the goal of positively impacting student outcomes, encouraging academic success, fostering emotional well-being and supporting post-secondary aspirations.

The evaluator and school counselor shall collaboratively pre-determine the metrics that they will utilize for this portion of the Evaluation Rubric at the beginning of the evaluation cycle. If/When appropriate, the evaluator and the school counselor shall include metrics from the Board of Education's report card issued under §3302.03 of the Ohio Revised Code.

D. School Counselor Final Summative Rating

Using the Evaluation Rubric, the evaluator shall determine the final summative rating for the school counselor: Ineffective, Developing, Skilled or Accomplished.

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. The Board will make a good faith effort to ensure an adequate number of substitutes/readers are procured for the purpose of reading test materials to students during any testing.

ARTICLE XXXVII

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.

D. The Board will make a good faith effort to provide an appropriate number of up-to-date computers that fit the needs of staff and students along with other technology in classrooms to allow students and staff sufficient preparation and practice for mandated testing.

E. The Board will make a good faith effort to ensure a safe and sanitary work environment for staff and learning environment for students.

ARTICLE XXXVIII

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 XXXIX

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.

A. TERMS OF OFFICE

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.

B. COMMITTEE COMPOSITION AND SELECTION

1. The committee shall be comprised of five (5) voting members as follows:

   a. three (3) teachers (one from each building)

   b. one (1) principal

   c. the Superintendent of Wellsville Local School District or his designee

   d. 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.

2. 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.

3. In the event of an in-term vacancy, the committee member shall be replaced in accordance with paragraph b above.

C. CHAIRPERSON

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

D. 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.

E. TRAINING

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

2. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

3. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans.

F. MEETING AND COMPENSATION

1. 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.

2. 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.

G. 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.

H. 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 XL

TEACHER PROTECTION/STUDENT DISCIPLINE

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.

ARTICLE XLI

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 XLII

NEW TEACHER/MENTORING PROGRAM

The District will participate in the Resident Educator Program sponsored by the Educational Service Center.

ARTICLE XLIII

CREDIT FLEXIBILITY

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 XLIV

VIRTUAL LEARNING ACADEMY

A. The Virtual Academy (VLA) shall be utilized for the following:

1. To provide an online curriculum for Wellsville students.

2. To provide a credit recovery option for students who failed classes, were removed from classes due to disciplinary reasons, and/or because of serious illness, or extenuating circumstances; and

3. To provide students access to courses not offered by the District. (ex. Chinese) (only with administrative approval).

B. The VLA will not reduce the total number of bargaining unit members employed or the hours worked. Any reduction in bargaining unit members would follow the RIF procedures outlined in Article XV of this contract.

C. VLA class assignments shall be assigned to teachers by the Administration the same as any other section in their content area would be assigned within the regular scheduled work day.

D. The VLA will not be used for credit omission or advancement for classes offered by the District.

E. VLA positions will first be posted and offered to Wellsville certified teachers.

F. A bargaining unit member's performance in his/her VLA supplemental position shall not be used in the evaluation of a bargaining unit member's regular teaching contract.

G. VLA supplemental contracts shall be compensated at the rate of three hundred dollars ($300.00) per student per class for a full year course and one hundred fifty dollars ($150.00) per student per class for a half year course. Teachers will be paid a pro-rated amount for students who do not complete the course based on the percentage of the course attended by the student.

H. Students at Wellsville shall take required coursework at Wellsville unless the student qualifies under number 1 of this Section.

I. A Point of Contact person (POC) shall be hired from within the Association, on a supplemental basis rate of thirty dollars ($30.00) per hour for the purpose of monitoring the teachers involved in VLA.

J. No VLA class shall be scheduled during the teacher work day.

K. The Teacher of Record shall be coded correctly in EMIS according to the State Board of Education guidelines.

ARTICLE XLV

DRESS CODE

In order to set an example for the students, teachers shall dress professionally and appropriately for the classroom settings in which they work. Clothing shall be clean and shall not be revealing, torn or frayed.

ARTICLE XLVI

TERMS OF AGREEMENT

A. The terms and conditions of the contract shall be from September 1, 2023 to August 31, 2026.

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 26th day of June, 2023 by and between the Wellsville Local School District Board of Education and the Wellsville Teachers Association. Effective dates of Agreement are September 1, 2023 to August 31, 2026.

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

BOARD OF EDUCATION

By: _____
President

By: _____
Superintendent

By: _____
Treasurer
PER 5YR Forecast MAY 2023

WELLSVILLE TEACHERS ASSOCIATION

By: _____
President

By: _____
Team Member

By: _____
Team Member

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

Subject to deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Emergency Services		
Emergency Room (Emergency Medical/Accident) Including the Emergency Room Ancillaries and Physician	$75 Copay then 100% no Deductible	
Non-Emergency use of an Emergency Room	Not Covered	
Inpatient Services		
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%
Mental Illness, Alcoholism and Drug Abuse		
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.		
Office Visit (Illness/Injury)		
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 Urgent Care Related Services will be paid based on the services rendered	$35 Copay then 100% No Deductible	80%
Outpatient Services		
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

Subject to deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Outpatient Services		
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%
Outpatient Therapy		
Cardiac Rehabilitation (36 visits per benefit period maximum combined in and out of network)	90%	80%
Chemotherapy and Radiation Therapy	90%	80%
Chiropractic (12 visits per benefit period maximum combined in and out of network)	90%	80%
Dialysis Treatment	90%	80%
Hyperbaric and Respiratory Therapy	90%	80%
Pulmonary Therapy (20 visits per benefit period maximum combined in and out of network)	90%	80%
Physical Therapy (20 visits per benefit period maximum combined in and out of network)	90%	80%
Occupational Therapy (20 visits per benefit period maximum combined in and out of network)	90%	80%
Speech Therapy (20 visits per benefit period maximum combined in and out of network)	90%	80%
Preventive/Routine/Well Child Care- not subject to deductible in network		
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

Subject to deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Preventive/Routine/Well Child Care- not subject to deductible in network		
Endoscopic Services only as required by PPACA If not required by PPACA- 90%	100%	80%
Lab, Medical Tests and X-rays only as required by PPACA If not required by PPACA- 90% after Deductible	100%	80%
Mammogram	100%	80%
Pap Tests	100%	80%
PSA Tests	90% after Deductible	80%
Well Child Care (birth to age 21) Including but not limited to: exams (including hearing and vision) and immunizations	100%	80%
Well Child Lab only as required by PPACA If not required by PPACA- 90% after Deductible	100%	80%
Additional Services		
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

NON-OTES EVALUATION FORMS

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 _____

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence				
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
					families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence				
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students,	**Planning instruction for the whole child**	The teacher's instructional plan makes no connections to and the teacher is not	The teacher's instructional plan makes minimal connections to student experiences, culture,	The teacher's instructional plan reflects connections to student experiences, culture and developmental	The teacher's instructional plan reflects consistent connections to student experiences, culture and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	familiar with student experiences, culture, developmental characteristics or backgrounds.	developmental characteristics or student backgrounds.	characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference,*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence				
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence				
LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference,*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys					
	Evidence				
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students,	**Use of assessments** Element 3.1 Element 3.2 Element 3.3	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic,	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	Element 3.4	The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence				
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

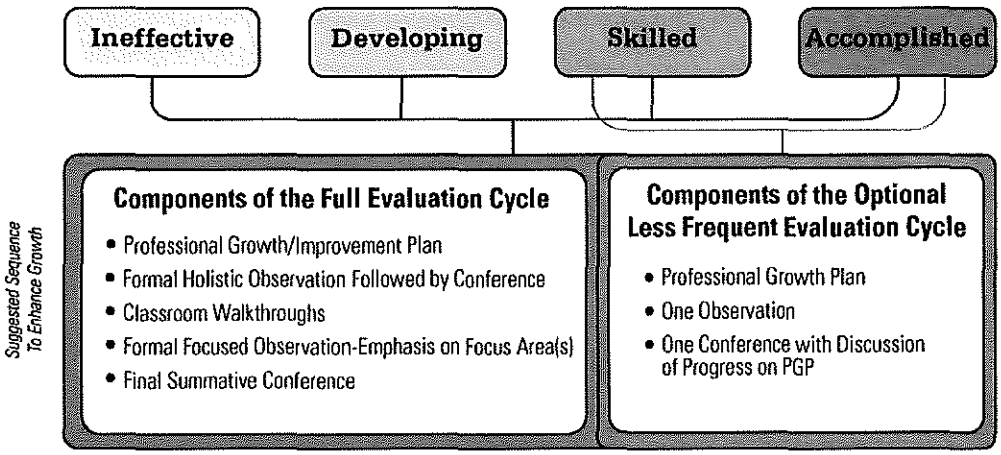
ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence				
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence				
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
					teacher helps shape policy at the school, district or state level.
	Evidence				
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence				

Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the ***Ohio Standards for the Teaching Profession*** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric.***



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable;*
- One Formal Focused Observation – *with an emphasis on identified focus area(s);* and
- One Summative Conference.

Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan** for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan** that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND the teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

LEGAL REFS. ORC 3319.111; 3319.112

* The ***Ohio Teacher Evaluation System 2.0 Framework*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model***, which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.
**Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. However, *the notice requirements for being placed on an Improvement Plan, the components of the plan* and *the implementation process for the plan* may be subject to the terms of a collective bargaining agreement.

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.