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AGREEMENT BETWEEN THE

WELLSTON CITY BOARD OF EDUCATION

AND THE

WELLSTON TEACHERS' ASSOCIATION

JULY 1, 2023 THROUGH JUNE 30, 2026

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Article 1
Recognition

1.01 The Wellston City Board of Education, hereinafter, referred to as "Employer" or "Board", recognizes the Wellston Teachers' Association, OEA/NEA Local, hereinafter referred to as "Association", as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117.00 of the Ohio Revised Code, for all professional, non-supervisory personnel, (as certified by the State Employment Relations Board), both full and part time, under written contract, on leave, or on a per diem, hourly or class rate basis, classroom teachers (vocational, academic, full-time substitutes), guidance counselors, adult school teachers, summer school teachers, librarians, school nurses, department heads, tutors and professional personnel employed on supplemental contracts. School nurse shall be defined as a person possessing a school nurse license or a Bachelor's Degree in Nursing.

The Association shall, at the time of ratification of this contract, and within five (5) working days of each subsequent November 1, present to the Board a certified list of its members and officers in good standing. In order for the Wellston Teachers' Association to remain as the exclusive bargaining representative, this list must constitute a majority of the Professional Teaching Staff.

1.02 The "Association" recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Maintenance Supervisor, Non-certified Personnel, School Psychologist, Director of Curriculum and Supervision, Board Treasurer, Supervisor of DH and LD Programs, Lunchroom Supervisor, Transportation Supervisor, and any other supervisory or confidential employees as defined in Section 4117.01 of the O.R.C. shall be excluded from the bargaining unit.

1.03 <u>Definitions</u>

A. Agreement - This collective bargaining agreement.
B. Association - The Wellston Teachers Association/OEA/NEA.
C. Bargaining unit member or unit member - a member of the certificated bargaining unit.
D. Board or Board of Education - The Wellston City School District Board of Education acting as a corporate entity or anyone designated by the Board of Education to act in its behalf in a particular circumstance.
E. Working Day - a week day other than a calamity day or school holiday, or any state or federal holiday when school is not in session.
F. Day - A working day, unless otherwise specified.
G. District - The Wellston City School District.
H. Superintendent - the superintendent or designee.
I. School day - a day students are in session.

Notice regarding all communications: Throughout this Agreement all notices and communications between bargaining unit members and Administration/Treasurer's Office shall be through email.

Article 2
Negotiations Procedure

2.01 Negotiations Procedure

A. Request for negotiations between the parties for a successor agreement shall be submitted no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration of the current agreement.

A request to initiate negotiations from the Association shall be submitted in writing to the Superintendent.

A request to initiate negotiations from the Board shall be submitted in writing to the Association President.

A mutually convenient meeting date for the first negotiations session shall be arranged.

B. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the parties.

C. Before each negotiations session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

D. If negotiations are ordered or mutually agreed to be conducted during regular school hours, release time shall be provided for the union's negotiating committee.

E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Negotiation teams shall consist of no more than six (6) persons, three (3) of whom shall be negotiators and three (3) of whom shall be consultants and/or observers.

F. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of the negotiations.

G. 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 a collective bargaining agreement.

H. Caucus: Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus unless extended time is mutually agreed upon.

I. Agreement: When tentative agreement is reached, all representatives (of both parties) to this agreement will recommend adoption of the agreement to their

constituencies. When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification within thirty (30) calendar days, and upon such ratification submitted to the Board for its approval within thirty (30) calendar days.

J. 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.

K. Negotiation meetings shall be closed to the public.

L. Impasse

1. Prior to the expiration of the current agreement, if the parties have items as yet unresolved, either party shall request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. Mediation shall not exceed thirty (30) calendar days, unless the parties agree otherwise. The impasse procedures set forth in this contract shall supersede any statutory impasse procedures.

Article 3
Grievance Procedure

3.01 Definitions

A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.

B. A grievant is a member of the bargaining unit or the Association alleging there has been a violation, misinterpretation, or misapplication of any provisions of this agreement. The Association may be present at the adjustment of any grievance at any level for the purpose of ensuring that the adjustment is not inconsistent with the terms of this agreement.

C. For purposes of this article, a day shall mean a working day, except during the summer months, when a working day shall mean a day when the Board office is open.

3.02 General Provisions

A. During the terms of this agreement, no grievant may be represented by any teacher organization other than the Wellston Teachers' Association in the grievance procedure initiated pursuant to this procedure.

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

C. A grievance must cite the Article and Section allegedly violated, misinterpreted, or misapplied and shall indicate the relief requested.

D. Any grievance not advanced to the next level by the grievant within the time limits provided, shall be deemed withdrawn.

E. Any grievance not answered by the Administration within the time limit in that level, may be appealed to the next level.

F. Grievance Records: All grievance records shall be kept separately from employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

3.03 Procedures

A. Level One - Informal

1. The grievant shall meet within fifteen (15) days of the occurrence of the cause for the grievance with his/her immediate supervisor in an attempt to settle the grievance informally. If the grievance relates to a matter beyond the authority of the supervisor to resolve, the grievant may omit Level One and file the grievance at Level Three. Any grievance initiated at Level Three will indicate the reason for filing initially at that level and must be filed within fifteen (15) days of the occurrence.

B. Level Two - Formal

1. If the grievance is not settled at Level One, the Grievant may, within fifteen (15) days of the informal Level One conference, file a written grievance with his/her immediate supervisor. Failure to file within the time limits provided shall be deemed a waiver of the grievance.

2. The written grievance shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision(s) of the written agreement allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. Within five (5) working days after presentation of the written grievance, the Supervisor shall give his/her answer in writing to the employee.

C. Level Three - Formal

1. If the grievance is not resolved in Level Two, the grievant or his/her Association representative may within fifteen (15) days of receipt of the supervisor's answer, request in writing a conference with the Superintendent

or his/her designee who shall be another District Administrator. The Superintendent or his/her designee, and another Administrator, at the Superintendent's discretion, shall meet with the grievant and his/her Association Representative, and Association President or his/her designee within five (5) days of the request. The Superintendent shall give his/her response in writing to the grievant no later than twenty (20) days after the conference.

D. Level Four - Formal

1. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant (through the Association) may, within fifteen (15) days from the receipt of Level Three answer, request a hearing before an arbitrator. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent.

2. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the grievant or his/her designated representative, shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the Grievant. The arbitrator shall not have the authority to add, subtract from, modify, change, or alter any of the Provisions of this Collective Bargaining Contract. All fees and expenses of the arbitrator shall be equally shared by the Board and the Association.

Article 4
Association Rights

4.01 General Association Rights

A. The Association, through a designated spokesman, shall have the right at all regularly scheduled or special Board meetings to request to speak on any issue opened for public discussion. Prior to the day of the Board meeting, the Association will present to the Board the name of their designated spokesman.

B. The President of the Association may pick up, at no cost to the Association, one (1) copy of the Board meeting agenda 24 hours prior to the regular monthly meeting with the understanding the agenda may change.

The President of the Association shall be provided, at no cost to the Association, with (1) copy of the approved Board meeting minutes within five working days upon request.

C. The Association, or their representatives, shall have the privilege of participation in initial orientation for new teachers, so long as the Association continues to be recognized as the sole and exclusive representative of the Professional Teaching Staff.

D. Names and addresses of newly employed Professional Teaching Staff shall be provided to the Association as early as practical following Board approval of their contract.

E. The President of the Association shall receive from the Board a directory listing the names and job assignments on the record of all employees of the Board. This directory will be provided on or before October 31 of each year.

F. The Board and Association recognize that teachers have the right to belong, or not to belong, to any organization for their professional improvement, and membership in any such organization shall not be required as a condition of employment.

G. A teacher elected to a state or national office of a bona fide professional organization is eligible for a leave of absence without pay under provisions listed in the leave of absence section of this contract (See Section 18.01(C)).

H. The Association, or committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty. At other times the Association may use the buildings according to regulations established by the Board with no rental charge except for custodial wages.

4.02 Association Building Rights

A. The Association shall have the right to use bulletin boards within school offices and teachers' lounges, to use the public address system for brief announcements, and to make announcements at faculty meetings.

B. The Association, or committee thereof, shall have the right to use the following school-owned equipment without charge: typewriters, copy machines, duplicating equipment, and audio-visual equipment. Use of such equipment off school premises must be approved in advance by the principal, or other person in charge of equipment. The Association shall reimburse the Board for supplies used and shall assume the financial responsibility for use, loss, or damage to said equipment while in use by the Association.

C. The Association or representatives may communicate with individual teachers during the individual teacher's free time. The conduct of such business shall be as such as not to interfere with instruction. If the representative is from outside the building, then that representative shall check in with the principal's office upon entering the building.

D. The Association may use the internal mail system of the school and place Association communications in mail boxes.

4.03 Association - Related Meetings

A. The Association President and officially elected delegates or alternates may attend the annual Representative Assembly by following 18.01 Paragraph (I), of the prescribed Professional Meeting.

B. The Board is not obligated for any expenses related to the assembly except to provide released time for said President, delegates, or alternates.

C. The Board shall be responsible for providing substitute teachers in the absence of said President and delegates or their alternates.

D. The Local Association President will be granted three (3) days per year for the purpose of visiting each of the school buildings in the district. Building Principals will be given five (5) working days' notice before a visitation takes place. The Association agrees to reimburse the Board Treasurer for the expense of a substitute teacher for the President.

4.04 Building Council

A. Within each school building there shall be a Building Council consisting of Professional Teaching Staff Members from within the building. Such Council shall have among its members, the building principal and WTA building representative.

The Building Council will generally meet quarterly during the school year or as requested by either the Building Principal or WTA Council Members not to exceed once per month.

4.05 Superintendent's Advisory Council

A. The Superintendent's Advisory Council will consist of two (2) representatives from each school building. One member from each building shall be appointed by the WTA President and the other will be a Building Council representative. The WTA President will also be a member. Administrators may be invited at the discretion of the Superintendent. The Superintendent's Advisory Council will generally meet quarterly or as requested by either party not to exceed once per month. The purpose of the Council will be to provide vehicles for communication between the teaching

staff and the administrative staff, discussing matters of concern to either or both parties.

Article 5
Board Rights

5.01

A. Unless a public employer agrees otherwise, in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employers, standards of services, its overall budget, utilization of technology and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

B. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as it affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Article 6
Teacher Contracts

6.01 Teacher contracts will be acted on by the Board for currently employed teachers, no later than June 1st as per Ohio Revised Code.

6.02 Contracts issued to teachers will contain the following information:

A. Type of contract, limited or continuing. After the first year on a continuing contract, employees get only a salary notice. Limited contracts will specify the years in effect.

B. Annual compensations to be paid for the first year of contract including the bi-monthly salary, number of pay period, and daily rate

C. Basis for determining compensation for the first year of the contract (i.e., BA degree, years of experience, etc.)

D. A statement: instructional assignments will be consistent with the area(s) listed on the teacher's teaching certificates/licenses and in keeping with the professional status of the teachers by the administration and may vary from building to building.

E. Signature of employee, Board President, Treasurer and the dates of signing. Contracts will be emailed to the teacher. The contract must be printed, signed and returned to the Treasurer's Office.

F. See Contract, Appendix A.

6.03 Limited one-year contracts will ordinarily be issued to a teacher new to the Wellston City School system. However, teachers employed after the beginning of the school year, or for a course or courses for limited periods of time, or as a replacement teacher(s) for teacher(s) on leave may be employed for less than one (1) year or for indefinite periods pending the return of teacher(s) on leave.

6.04 The Board shall adhere to the laws of the State of Ohio in regard to continuing contracts and teacher tenure. Teachers who anticipate obtaining eligibility for a continuing contract during the first year of a three (3) or five (5) year contract may, at their option, waive their right under this policy to said three (3) or five (5) year contract in that first year. Teachers who accept three (3) or five (5) year contracts and become eligible for a continuing contract during any school year may, at their option, waive the remainder of the contract. The motion of waiver of the contract shall be given in writing by the teacher to the Superintendent not later than September 30, of the year when he/she anticipates obtaining eligibility for a continuing contract.

6.05 Any teacher who anticipates obtaining eligibility for a continuing contract shall give written notice to the Superintendent not later than September 30 of the school year when he/she anticipates obtaining eligibility for a continuing contract, for consideration at the following April board meeting.

6.06 Teachers having held tenure in another system prior to entering the Wellston City Schools may receive tenure according to Ohio Revised Code 3319.11.

Article 7
Supplemental Teacher Contracts

7.01 Supplemental Teacher Contracts

A. The Board may employ, on an annual basis, a non-certified person to direct, supervise or coach a pupil activity program. Such employment must be in accordance with standards and rules adopted by the State Board of Education and may only occur after the Board has adopted a resolution stating that:

1. It has offered the position to certificated/licensed employees of the district, and that no such qualified employee has accepted it; and

2. It then advertised the position as available to any certificated/licensed person qualified to fill the position, but not employed by the Board, and no such person applied for and accepted the position.

3. The Board declares its support of a policy of filling vacancies in supplemental positions from within its own teaching staff. Current employees of the Board bidding on supplemental contracts will be given an opportunity to present and discuss their qualifications for the position with the Superintendent or his/her designee.

B. The state regulation requires a person employed to direct, supervise or coach a pupil activity program to meet the following qualifications:

1. A non-certificated individual must demonstrate good moral character as evidenced by absence of conviction of a felony, theft offense, offense of violence, offense involving drug abuse, or sex offense. Alternatively, the candidate must demonstrate, to the Board's satisfaction that complete rehabilitation occurred subsequent to the conviction.

2. A person must demonstrate complete evidence by the ability to work with the students. This in turn must be documented by recent successful experience determined by the Board and knowledge of the activity program evidence by successful completion of a college or university course (or successful actual experience determined by the Board), knowledge of applicable Board rules and knowledge of the health and safety aspects of the program.

3. The individual directing such an activity must demonstrate successful completion of the requirements for the voluntary "Interscholastic Coaching Certificate," or have completed a college or university course on the health

and safety of the participants in the activity program, or have completed an appropriate sports-related first aid training course and cardio-pulmonary resuscitation (CPR) training conducted pursuant to certain guidelines approved by the Superintendent of Public Instruction. Additionally, the individual must complete at least a seminar relating to the health and safety of participants in the pupil activity program conducted pursuant to guidelines approved by the Superintendent of Public Instruction.

C. One-year contracts shall be issued to teachers new to the supplemental position. Upon completion of said one (1) year contract, teachers may be issued up to a three (3) year contract. The Board reserves the right to fill or not fill any supplemental contract.

D. The supplemental teacher contract for extra-duty assignment and granted, additional compensation shall be separate from and in addition to the regular teaching contract. The supplemental contract shall include:

1. Number of year(s) contract will be in force.
2. Special assignments (i.e., freshmen football, 7th grade girls, track, etc.)
3. Scale and step by which compensation will be paid.
4. Signature of the employee and date of signing.
5. Statements that
   a. compensation will be paid on the first pay period following verification from the Principal or Director of Student Activities that all duties have been completed;

   b. partial completion of duties will result in a prorated portion of compensation, as determined by the Principal and Director of Student Activities with input from the Association President.

      - Coaches/Advisors shall keep documentation of days worked for proration.
      - For the purpose of proration for athletics, a full season shall begin with the start date for practices on the OHSAA start date for that sport's season and shall end with the last regular season game scheduled.
      - The Student Activities Director and Principal shall establish the start and end dates for all other supplemental activities.

6. If low student numbers, COVID-19, or a pandemic cause the supplemental activities not to occur, the contract will not be paid.

7. Contracts will be sent by email. The contract must be printed, signed and returned to the Treasurer's office.

8. See Appendix B.

7.02 Compensation for all supplemental contracts for extra-duty assignments will be paid via regular payroll with a notation of the supplemental amount on the check stub.

Article 8
Termination, Suspension and Nonrenewal

8.01 Employee Requests Termination

No teacher shall terminate his/her contract after the tenth (10th) day of July of any school year or during the school year without the consent of the Board; and such teacher may terminate his/her contract at any other time by giving five (5) days written notice to the Board. Any teacher requesting termination of his/her contract shall do so by written notice to the Board.

8.02 Non-Renewal of Contract

A. Non-renewal of a teacher's (regular) limited contract shall be for just cause.

B. Under the laws of the State of Ohio, teachers who have not yet achieved continuing contracts status are subject to re-employment at the end of each limited contract at the discretion of the Board. The Board and the Association agree that any teacher on limited contract with the Wellston City School shall be accorded due process. Any non-renewal of a teacher's (regular) limited contract shall be for just cause and the teacher whose contract is non-renewed shall receive written notice of the Board's decision within five (5) working days of said decision. Said notice will include a list of reasons for non-renewal, if requested by the teacher. Such teacher has seven (7) working days upon receipt of written notice of non-renewal of contract to submit a written request for a hearing to the Superintendent. The hearing shall be held within twelve (12) working days after the request is received. The teacher shall be given no less than forty-eight (48) hours notice of the time, date, and place of the hearing. The parties may have counsel at the hearing. This policy shall not limit or restrict the staff member in obtaining due process provided by the law.

8.03 Termination by the Board

See Ohio Revised Code, Section 3319.16 for procedure to follow.

8.04 Suspension

Upon misconduct of a teacher warranting more than a verbal or written reprimand, a teacher may be suspended without pay by the Superintendent for up to ten (10) work days for just cause. Before any suspension is issued, the teacher must be provided with notice

of the charges against him/her, provided with a pre-disciplinary hearing to present his/her side of the story, and representation from the WTA at the hearing.

Article 9
Reduction in Force

9.01 A reasonable reduction of instructional staff members may be made in the event that a reduction becomes necessary as a result of a substantial decrease in enrollment of pupils, return to duty of regular teachers on leave of absence, bona fide consolidation, realignment of pupil attendance areas or financial reasons. This reduction will be in accordance with the provisions of this article.

A. Attrition

Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, or whose contracts are not renewed on the basis of performance.

1. On or before May 15, preceding the date of implementation, the Association President shall be notified by certified mail of the Board's intent to consider a RIF program.

2. A meeting shall be held between representatives of the Association and the Board of Education to review appropriate data indicating a need for a reduction in staff. This meeting shall be held within fifteen (15) calendar days of notice to the Association President as provided for in Paragraph 1, above.

3. Implementation of a RIF program shall be effective as of August 1.

B. Procedures

Bargaining unit members shall be laid off in accordance with the recommendation of the Superintendent within areas of licensure/certification as follows:

1. The first to be laid off shall be any teacher whose last evaluation rating by the principal/evaluator as “ineffective.”

2. Next to be laid off shall be any teacher whose last evaluation rating by the principal/evaluator as “developing” and who has an improvement plan.

3. Next to be laid off shall be any teacher whose last evaluation rating by the principal/evaluator as “developing” and who does not have an improvement plan.

4. All other teachers rated by the principal/evaluator as "skilled," or "accomplished" shall be considered comparable and shall be laid off in reverse seniority order, with the least senior member laid off first.

5. A formalized list shall be prepared indicating specific positions to be abolished. This statement shall be prepared prior to May 15, during the calendar year in which implementation is to occur. The Association President shall receive a copy of said list(s).

6. The Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

C. Seniority

The Board recognizes that whenever it becomes necessary to implement RIF procedures relative to licensed/certified employees, seniority and areas of certification shall be the criteria in determining retention within the categories above (B.1, B.2, B.3, and B.4).

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits. Time spent on inactive pay status (unpaid leave or lay off) shall not constitute a break in seniority.

1. All certificated/licensed employees shall be placed on a seniority list within their areas of certification. These seniority lists shall be a factor in matters of retention and recall. All Administrators currently on the seniority list shall maintain their current status. Any Administrator employed after August 1, 1987, shall have one (1) school year to decide whether or not to re-enter the bargaining unit. Should the persons want to stay as an Administrator, they give up their seniority. If they return to the bargaining unit, they will keep their seniority.

2. Seniority shall be determined by the length of continuous service in the system. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

    a. The date of the Board meeting at which the teacher was hired, and then by the hiring order as indicated in the minutes of the Board meeting. All personnel must be employed initially in a separate motion.

    b. The date on which the teacher submitted a completed job application. Length of continuous service will not be interrupted or affected by authorized leave of absence. A teacher shall not

lose seniority when he/she changes to a different position, department, grade level or building.

c. A seniority list(s) shall be prepared for all areas of certification at each level. This list(s) shall be maintained and updated on an annual basis. The Association President shall receive a copy of the seniority list(s).

d. The seniority list shall be posted prior to October each work year and prior to reduction in force. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date the Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry level requirements, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry level requirement.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of the full time employees.

e. Each employee shall have a period of thirty (30) calendar days after the posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer, or its agents, shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

f. A teacher(s) whose contract(s) is not renewed as a result of the RIF program shall be given written notification by certified mail. This notification shall occur prior to June 1, of the year that the RIF program is implemented. The notification shall state the reason(s) for the selection of said teacher(s).

g. Teacher(s) whose contract(s) is not renewed for reasons of RIF shall be placed on a recall list stating years of continuous service to the district and subject(s) certified to teach.

D. Recall

A teacher on the recall list shall be offered a contract for a position for which he/she is certified as set forth on said recall list as positions become available in reverse order of lay off (last laid off; first employed). Any recall of a teacher who was laid off with an evaluation rating of "ineffective" shall only be recalled at the beginning of a school year and not during a school year. Recall shall be on a one-year probationary contract with an improvement plan. The teacher shall also comply with any requirements of the law.

1. The priority for recall to a position shall be as follows:

   (a) fully certified/licensed teacher;
   (b) if no teacher on the recall list is fully certified/licensed for that position, a new hire may be employed; and
   (c) if no fully certified person is available to fill the position, and a temporarily certified person must be hired, then teachers on the recall list will be notified and given the opportunity to become temporarily certified if the required course work and temporary certification can be obtained by the date the teacher is needed to begin work in the position.

2. Notification will be made by certified mail. It is the responsibility of the involved teacher(s) to advise the Board of the address where they can be reached. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) calendar days after receipt of the above notice of recall he/she will be deemed to have refused the position offered. Unless the position is a part-time position in which case if the teacher accepts or rejects the position, it will not nullify his/her recall rights. A person responding to a notice of opportunity to become temporarily certified must telephone the Superintendent's office within five (5) calendar days to schedule an appointment to discuss and agree upon the necessary coursework and timeline for obtaining the temporary certificate/license.

3. A teacher who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

   (a) Waives his/her recall right in writing;
   (b) Resigns;
   (c) Fails to accept recall to the position he/she held immediately prior to layoff;

(d) Fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere he/she will be allowed ten (10) days additional time before being required to report to work.

4. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by making payments to the Treasurer of the Board on the first of each month in the full amount of the monthly group plan premium.

5. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education.

6. No vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this article have been complied with.

7. When there is a need for a reduction in force of the certified personnel, all other ways of reducing the staff shall be used before implementing suspension of contracts.

Article 10
Teacher and Guidance Evaluation

10.00 In the event state law changes, if the parties mutually agree to any change, they may execute an MOU to that effect.

10.01 The Board of Education of Wellston City Schools acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

10.02 To meet the definition of a teacher who is evaluated under OTES procedures of this Article, the teacher must spend at least fifty percent (50%) of his/her time providing student instruction and meet 1, 2, 3 or 4 below. This Article does not apply to substitute teachers or adult education instructors.

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code;
2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006;
3. Teachers working under a permit issued under 3319.301 of the Revised Code.

10.03 Evaluation Ratings

Each completed evaluation cycle will result in the assignment of a Final Holistic evaluation rating of "Accomplished," "Skilled," "Developing," or "Ineffective." A teacher's Final Holistic rating will be based on the holistic review of all Evaluation Factors, including the walkthrough(s), observation(s), and supporting evidence using the Teacher Performance Evaluation Rubric.

10.04 High-Quality Student Data (HQSD)

A. For the purposes of the teacher evaluation system, HQSD means 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.

B. HQSD will be reviewed and approved by the OTES Evaluation Committee. The Committee will be comprised of at least five (5) Association members appointed by the Association President and an equal number of members appointed by the Superintendent/designee.

C. Each evaluation shall contain at least two (2) measures of 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) source of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable. All measures of HQSD must adhere to the relevant criteria established by ODE and be approved by the OTES Evaluation Committee.

10.05 Teacher Performance

A. Teacher performance will be assessed during the cycles of holistic and focused observations, classroom walk-throughs, and other professional responsibilities. Trained, credentialed evaluators will evaluate teacher performance through a holistic process aligned with the Ohio Standards for the Teaching Profession.

B. The tools used will be aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric.

10.06 Evaluation Procedures

A. Credentialed evaluators shall conduct an evaluation of each teacher at least annually, except as provided below. Each evaluation shall include: 1) At least two (2) formal observations of at least thirty (30) minutes each; and at least two (2) classroom walkthroughs of up to fifteen (15) minutes each by the evaluator. The first formal observation shall be a holistic observation and the second shall be a formal focused observation with an emphasis on identified focus area(s) in which the teacher can strengthen skills and grow.

B. At least one observation should be conducted each semester, unless the teacher or the building administrator has one or more extended absences.

C. A pre-conference shall be held before the first and second formal observations of the school year for all new teachers. All other teachers may waive the right to a preconference in writing. A post conference shall be held after the first and second formal observations within ten (10) working days after each observation, unless the teacher and evaluator agree in writing to an extension of time. The conference after the second observation will be a summative conference.

D. All teacher evaluations shall be completed by May 1 and each teacher subject to this Article shall be provided with a written copy of the evaluation results by May 10. Any educator being non-renewed will be notified by June 1.

E. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of three (3) formal observations must be conducted by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.

F. The Board may evaluate each teacher who received a final holistic rating of accomplished on the teacher' most recent evaluation once every three years, so long as the teacher submits a self-directed professional growth plan to the 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. The evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher on non-evaluation years.

G. The Board may evaluate each teacher who received a final holistic rating of skilled on the teacher's most recent evaluation once every other year, 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. The evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher on non-evaluation years.

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

i. The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.
ii. The teacher has submitted notice of retirement and that notice has been accepted by the Board by December 1 of the school year.

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

10.07 Credentialed Evaluators

Each teacher evaluation conducted under this Article shall be conducted by a person who holds a credential established by the Ohio Department of Education for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass a credentialing assessment. Evaluators will be employees of the Board, unless a building administrator has an extended absence or resigns mid-year.

10.08 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.

A. Teachers with a final holistic rating of accomplished will annually develop a self-directed professional growth plan.
B. Teachers with a final holistic rating of skilled and those who are new to the District or the profession will annually develop a professional growth plan jointly with their credentialed evaluator.
C. Teachers with a final holistic rating of developing will annually develop a professional growth plan that is guided by the assigned credentialed evaluator.
D. Teachers with a final holistic rating of ineffective will be placed on an improvement plan developed by their assigned credentialed evaluator.

10.09 Professional Development -- The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

10.10 Personnel Decisions -- Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

10.11 The home school principal shall formally evaluate members who teach in more than one building, after consultation with principals in each of the teaching locations. Any administrator who provides input for the evaluation must be present at the evaluation conference.

10.12 At the request of either the teacher or the evaluator, another principal and/or supervisor may be invited to participate in the conference. The teachers may also exercise the option of inviting one other staff member from the District or Association Representative to attend the conference. If this option is exercised by either party, each party must be advised and given the name of the observer at least one day in advance of the conference.

10.13 Bargaining unit members who do not meet the definition of "Teacher" in Article 10.02 above (such as nurse, librarian, and speech therapist) should be evaluated each school year.

10.14 School Counselor

A. Performance will be evaluated during at least two (2) formal observations of at least thirty (30) minutes, periodic informal observations, and other professional

responsibilities. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for School Counselors:

1. Comprehensive School Counseling Program Plan;
2. Direct Services for Academic, Career and Social/Emotional Development;
3. Indirect Services for Academic, Career, and Social/Emotional Development;
4. Evaluation and Data;
5. Leadership and Advocacy;
6. Professional Responsibility, Knowledge and Growth; and
7. Metrics of Student Outcomes.

B. Exceptions to Annual Evaluations

1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "Skilled" or higher. If the determination is made by the Superintendent to evaluate every three years, the counselor will be provided with at least one (1) observation and one (1) conference in any year that such counselor is not formally evaluated.

2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "Skilled" or higher. If the determination is made by the Superintendent to evaluate every other year, the counselor will be provided with at least one (1) observation and one (1) conference in any year that such counselor is not formally evaluated.

3. A counselor who is on leave fifty percent (50%) or more of the school year as calculated by the Superintendent may be exempted from evaluation for that year by the Superintendent.

4. If a school counselor has submitted notice of retirement that has been accepted by the Board by December 1st, the counselor may be exempted from an evaluation that year.

5. Notwithstanding the foregoing, all school counselors in the final year of a limited contract may be evaluated.

Evaluations will be completed before Board action of renewal or non-renewal. Written notice of non-renewal will be provided by June 1st.

C. Metrics for Student Outcomes

The administration will select metrics that will be utilized to measure student outcomes for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year. Data from the metrics for student outcomes will be scored as Accomplished, Skilled, Developing, and Ineffective.

D. Professional Growth Plans and Professional Improvement Plans will be in accordance with the teacher evaluation.

10.15 Sequence of Limited Contract Issuance

1. This statement of sequence of limited contracts is made to inform the teaching staff of the normal limited contract progression expectancy in this district. It is not intended to limit the Board of Education's statutory authority as to contract issuance.

   The normal sequence of limited contracts will be:

   A. One year, upon initial employment.
   B. One year, upon re-employment, for the second contract.
   C. Two years, upon re-employment, for the third contract.
   E. Three years, upon re-employment, for the fourth contract.
   F. Five years, upon re-employment, for the fifth contract and each contract thereafter.

2. Any teacher on or eligible to receive a multi-year contract who, upon reemployment is offered a contract of less duration, shall be given notice in writing setting forth the reasons for not receiving the normal contract progression.

10.16 Continuing Contracts

Continuing contracts will be issued as provided in the Ohio Revised Code**,** and in accordance with the provisions of Articles 6.04 and 6.05.

Article 11
Vacancies and Transfers

11.01 Vacancies and Transfers

A. Whenever new position(s) or a vacancy arises during the school year, the Superintendent shall promptly post notice of the position with the job title and duties, if available, by sending an email of the posting to the Association President and licensed staff. The position shall not be filled for at least five (5) working days after the email has been sent. Vacancies shall be filled on the basis of experiences,

competency, and qualifications of the applicant, length of service in the district, and other relevant factors. The qualified applicant, as deemed by the Superintendent, shall be awarded such position. Vacancies which occur during the school year shall be posted pursuant to this article. Bargaining Unit Members interested in these positions can apply when the positions are posted. These positions will be awarded but may or may not be filled until after the end of the current school year.

B. Before recruiting new employees, the employing officials shall survey staff members for possible upgrading or transfer, maintaining a current staff evaluation for this purpose. Present employees who qualify and have applied for this position will be given preference in hiring if equally qualified, but the Board and Administrators reserve the right to hire the best qualified teachers available. If a bargaining unit member applies for a vacancy and is not awarded the position, the staff member may request and will be provided with a meeting with the Superintendent for the purpose of discussing the reasons the staff member was not awarded the position and how the staff member may improve his/her competencies and qualifications.

C. Not later than May 15 of each school year, the Superintendent shall post by sending an email to the Association President and licensed staff a list of known vacancies which will occur for the following school year.

D. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written request via email of such desire with the Superintendent not later than April 1 of each year. Appendix G.

E. Teachers will be given their tentative assignment by June 1. Final teaching assignments shall be emailed by July 15. Between July 15 and July 25, should a change in assignment become necessary, the teacher will be notified by email and phone call and shall have the opportunity to meet with the Superintendent. After July 25 any change in assignment must be approved by the Teacher. Assignment for elementary refers to grade level; for middle school refers to both grade level and specific subjects; and for high school refers to specific courses.

F. Whenever new position(s) or a vacancy arises after June 6, the Superintendent shall promptly send by email notice of the position with the job title and duties, if available, to the Association President and each licensed staff member. The position shall not be filled for at least three (3) working days after the email has been sent. The Superintendent will also email the position to teachers who have requested such and have provided their email address to the Superintendent in writing. Vacancies shall be filled on the basis of experiences, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. The most qualified applicant as deemed by the Superintendent, which includes bargaining unit members and other applicants, shall be awarded such position.

G. This paragraph (G) shall apply to all postings. Present employees shall be interviewed before the position is filled, so long as the applications of current employees for the posted position do not exceed four and so long as current employees are available within a reasonable period of time. A reasonable period of time will be in the discretion of the Board and will be a shorter period with interviews expedited after June 1. If more than four current employees apply, the Superintendent or designee shall select four or more current employee applicants to interview. If current employee applicants are not available for an interview within a reasonable period, then the employee may schedule a telephone interview, or will be considered based upon all available information. Present employees who qualify and have applied for a position will be given preference in hiring if equally qualified, but the Board and Administrators reserve the right to hire the best qualified teachers available.

H. Any teacher who is involuntarily transferred shall be eligible to request a purchase order for the purchase of classroom supplies in the amount of $250.

Article 12
College Credit Plus

12.01 The opportunity to teach any course offered by the district through College Credit Plus (CCP) shall be offered to members of the bargaining unit who are qualified to teach the course with final selection by the Superintendent or designee.

12.02 No bargaining unit member shall be mandated to teach CCP classes.

12.03 No student data collected in conjunction with CCP course offerings shall be used in the calculation of a staff member's SGM or any other student performance measure used in the evaluation of a staff member unless the staff member opts to do so before the collection of data.

12.04 Academic Rigor, Grading and Classwork policies as outlined by the model college syllabus are not to be changed or adapted without consent of the Superintendent and the University.

12.05 All staff members participating in the CCP program shall be provided one (1) professional leave day per CCP class per year in order to fulfill required administrative responsibilities associated with CCP courses, if needed.

12.06 No staff member position shall be eliminated or reduced and no staff member shall be displaced as a result of the District's participation in the CCP program until a discussion of the need for staffing changes has been conducted with the Association President.

Article 13
Compensation

13.01 Regular Salary

A. Base Salary

2002-2003 School Year -- $22,446.68
2003-2004 School Year -- $24,350.00
2004-2006 School Year -- $25,324.00
2005-2006 School Year -- $26,083.72 (effective February 13, 2006)
2006-2007 School Year -- $26,605.39
2007-2008 School Year -- $27,137.50
2008-2009 School Year -- $27,951.63
2009-2010 School Year -- $28,510.66
2010-2011 School Year -- $29,080.87
2011-2012 School Year -- $29,953.30
2012-2013 School Year -- $30,851.89
2013-2014 School Year -- $32,085.97
2014-2015 School Year -- $32,567.26
2015-2016 School Year -- $33,055.77
2016-2017 School Year -- $33,716.88
2017-2018 School Year -- $35,065.56
2018-2019 School Year -- $36,117.53
2019-2020 School Year -- $37,201.06
2020-2021 School Year -- $37,945.08
2021-2022 School Year -- $38,703.98
2022-2023 School Year -- $39,284.54
2023-2024 School Year -- $40,463.08
2024-2025 School Year -- $41,272.34
2025-2026 School Year -- $42,097.81

Wage Increases:

2008-09 – 3% on base salary
2009-10 – 2% on base salary
2010-11 – 2% on base salary
2011-12 – 1% increase on base salary + 2% STRS pick up conversion
2012-13 – 1% increase on base salary + 2% STRS pick up conversion
2013-14 – 1% increase on base salary + 3% STRS pick up conversion
2014-15 – 1.5% on base salary
2015-16 – 1.5% on base salary
2016-17 – 2% on base salary
2017-18 – 4% on base salary
2018-19 – 3% on base salary
2019-20 – 3% on base salary
2020-21 – 2% on base salary
2021-22 – 2% on base salary
2022-23 – 1.5% on base salary

2023-2024 – 3% on base salary
2024-2025 – 2% on base salary
2025-2026 – 2% on base salary

Step Increases: Remain in place for 3-year contract

1. If State Minimum salaries exceed the amount set forth in Section "A" herein, the teacher salary schedules shall move to those State Minimums.

2. All bargaining unit members will participate in direct deposit and may change banks not more than one time per fiscal year (July 1 to June 30). For all direct deposits made in accordance with this Agreement, the Association and the employees represented in this bargaining unit will hold harmless the Board, its members and the Treasurer of the Board for any findings, omissions or errors made as a result of direct deposit.

B. Home Instruction and Tutor Salary

1. The Board agrees to pay home instruction and other tutors at the Board adopted rate of $25.00 per hour. Home instruction tutors and any other tutors shall be employed on an as-needed basis. Even if tutors are provided with a schedule, their employment remains on an as-needed basis. Further, home instruction and any other tutors shall have no fair share fee dues deductions, no leaves, no preference for job postings, and no insurances. All tutors shall be automatically non-renewed annually without any evaluations or notice. All tutors shall receive an hourly wage rate for hours worked, but shall not receive any other benefits provided to other teaching employees under this negotiated agreement. These provisions of paragraph 13.01 (C) shall supersede any contrary provisions of this negotiated agreement or state law. Tutors shall not be employed to supplant/replace classroom teachers.

C. Per Diem Rate

1. The daily rate for the Professional Teaching Staff will be determined by dividing the yearly salary by 182.

D. Salary for New Positions

1. The salaries for any new supplemental positions created during the term of this contract shall be established by the Superintendent or his/her designee and the Association's Negotiations Chairperson. When determining athletic related salaries, the Athletic Director will serve as a consultant.

E. Part-Time Workers

ELEMENTARY
Base x Index ÷ 182 ÷ Length of Scheduled School Day X Number of Units* Worked

SECONDARY
Base x Index ÷ 182 ÷ Length of Scheduled School Day X Number of Units* Worked

*A unit shall be defined as a block or a period or an hour.

Index Salary Schedule for Wellston City Schools
Effective July 1, 2023

	BA	5 YR	MA	MA +15
Step 0	1.0000	1.0400	1.1000	1.1500
Step 1	1.0400	1.0850	1.1500	1.2000
Step 2	1.0800	1.1300	1.2000	1.2500
Step 3	1.1200	1.1750	1.2500	1.3000
Step 4	1.1600	1.2200	1.3000	1.3500
Step 5	1.2000	1.2650	1.3500	1.4000
Step 6	1.2400	1.3100	1.4000	1.4500
Step 7	1.2800	1.3550	1.4500	1.5000
Step 8	1.3200	1.4100	1.5000	1.5500
Step 9	1.3600	1.4550	1.5500	1.6000
Step 10	1.4000	1.5000	1.6000	1.6500
Step 11	1.4400	1.5450	1.6500	1.7000
Step 12	1.4800	1.5900	1.7000	1.7500
Step 13	1.5200	1.6350	1.7500	1.8000
Step 14	1.5600	1.6800	1.8000	1.8500
Step 15	1.6000	1.7250	1.8250	1.9000
Step 20	1.6400	1.7650	1.9000	2.0075
Step 25	1.6800	1.8050	1.9750	2.1150
Step 30	1.7000	1.8250	2.0125	2.1687

F. **Incentive:** In addition to the above-stated increases, the Board will pay a bonus as stated below when each incentive is met.

Incentive	Bonus	Date Paid	Determining Documentation
District-wide teacher attendance rate at or above 96.0%	$500 per full-time teacher	Last paycheck in September	Treasurer's office report in August
75% indicators met on District Report Card	$500 per full-time teacher	Last paycheck in September	District Report Card issued by State in August or thereafter

13.02 STRS Pick Up

A. Effective July 1, 1994, the Board shall increase its contribution of each bargaining unit member by 3%. Effective July 1, 1995 this contribution shall be increased by 2% and effective July 1, 1996 this contribution shall be increased by 2%.

During the 2011-2014 contract, the above STRS pick-up shall be converted to salary: two percent (2%) converted on the first pay of the 2011-2012 school year; two additional percent (2%) converted on the first pay of the 2012-2013 school year; and three additional percent (3%) converted on the first pay of the 2013-2014 school year, with the STRS contributions on the converted amounts paid by the employee and the employer in accordance with the law.

B. The Board agrees to deduct from gross earnings of each member of the bargaining unit that amount determined to be the contribution to the State Teachers Retirement System. Amounts so paid will be designated as Board paid retirement contribution and will be excluded from the employee's gross earnings for Federal and State income reporting and withholding tax purposes so long as such reporting and exclusion are in compliance with federal, state, and local tax laws regulation.

C. The Association and the Board agree that any salary reduction necessary to comply with this provision is a proper, lawful and uniform salary reduction.

13.03 Unused Sick Leave

A. Unused sick leave may be surrendered annually for payment under the following terms, provided that a teacher has 45 days of accumulated sick leave:

Annual Days Absent*	Days Eligible	Daily Rate**
0	5	50%
1	4	45%
2	3	40%
3	2	35%
4	1	30%

* Indicates the number of days used as sick leave during the school year.

** Indicates the value of each days surrendered as a percentage (%) of the per diem rate.

Request for payment must be submitted in writing to the Treasurer of the Board or to the Superintendent no later than ten (10) calendar days after the close of the school year. Payment shall be made by June 30 of each year.

Sick leave days surrendered under this policy shall be deducted from accumulative sick leave.

The school year is that year which begins with the first day on the adopted calendar for the classroom teacher and ends with the last day on the adopted calendar for the classroom teacher.

13.04 Unused Personal Leave

A. The Board agrees to reimburse each certified teaching staff member the substitute pay rate for all unused personal leave days up to a total of three (3) days per year. In the alternative, a member may request that unused personal leave days up to a total of three (3) days per year may be rolled into sick leave.

Requests for payment or rollover into sick leave must be submitted by email to the Treasurer of the Board no later than ten (10) calendar days after the close of the school year. Payment shall be made by June 30 of each year.

13.05 Extended Service Per Diem

A. The per diem rate for persons on extended service for academic programs shall be figured with one hundred eighty-two (182) used as the denominator. As a matter of procedure, the Board will issue each member a supplemental contract for extended service. Requests for payment must be submitted to the Treasurer of the Board twice per year, by December 31 and June 30 of the current school year.

Article 14
Supplemental Salary Schedule

14.01 The percentage indicated below for each supplemental shall be based on the Base Salary at the Bachelor's Degree level of the regular teacher salary schedule.
Effective July 1, 1993, extended service for supplemental contracts shall be paid at 75% of the employee's per diem rate.

All supplemental postings will be posted by the following dates:
Year-long clubs and grade level advisors – May 1st
Fall sports coaches – After the December Board of Education Meeting
Winter sports coaches – After the March Board of Education Meeting
Spring sports coaches – After the June Board of Education Meeting

Head Varsity Football	16%	+ 15 days extended service @ 75%
Varsity Assistant (Offense)	8%	+ 15 days extended service @ 75%
Varsity Assistant (Line)	8%	+ 15 days extended service @ 75%
Varsity Assistant (Backfield)	8%	+ 15 days extended service @ 75%
Head Varsity Basketball (B)	16%	+ 15 days extended service @ 75%
Varsity Assistant Basketball (B)	8%	
JV Basketball (B)	8%	
Head Varsity Basketball (G)	16%	+ 15 days extended service @ 75%
Varsity Assistant Basketball (G)	8%	
JV Basketball (G)	8%	
Head Varsity Baseball	16%	
Varsity Assistant Baseball	8%	
JV Baseball	7%	
Head Varsity Softball	16%	
Varsity Assistant Softball	8%	
JV Softball	7%	
Head Varsity Track B & G	16%	
Varsity Asst. Track B & G (2)	8%	
Head Varsity Volleyball	16%	+ 5 days extended service @ 75%
Varsity Assistant Volleyball	8%	
JV Volleyball	7%	
Bowling	12%	
High School Cross Country	12%	
Girls Golf	12%	
Boys Golf	12%	
Varsity Soccer	12%	
JV Soccer Girls	8%	
JV Soccer Boys	8%	
Head Varsity Cheerleading	12%	
Freshman/JV Football (2)	7%	
Freshman Basketball	7%	
7th Grade Cheerleading	8%*	

8th Grade Cheerleading	8%*	
Middle School Track (2)	6%	
7th Grade Basketball (B)	6%	
8th Grade Basketball (B)	6%	
7th Grade Basketball (G)	6%	
8th Grade Basketball (G)	6%	
7th Grade Volleyball	6%	
8th Grade Volleyball	6%	
7th Grade Football (2)	8%*	
8th Grade Football (2)	8%*	
Junior Class Advisor	5%	
Senior Class Advisor	6%	
Tri Hi Y/Youth & Government	3%	
Student Council	5%	
Yearbook Advisor	5%**	
Bundy Yearbook Advisor	3%	
National Honor Society	4%	
Play Directors (2)	8%	
High School Vocal Music	5%	
Pep Band Director	2%	
Band Director	10%	+ 40 days extended service @ 75%
Assistant Band Director	8%	+ 20 days extended service @ 75%
Elementary Vocal Music	3%	
JV Cheerleading	7%	
Quiz Bowl/Hi Q Advisor	5%	
E-Sports Game Advisor	3%	
Auxiliary Corps Adv. (Band)	3%	
Middle School Yearbook	3%	
Middle School National Honor Society	4%	
Middle School Student Council	5%	
Physical Fitness Coordinator	4%	
Head Wrestling	12%	
Varsity Assistant Wrestling	8%	
Middle School Wrestling	5%	
Middle School Cross Country	5%	
Middle School Show Choir	5%	
Model UN	3%	
Washington DC Trip Advisor	3%	
High School Science Club	3%	
Intermediate Yearbook	3%	
Art Club	3%	
Department Chairperson	$750	
Grade Level Chairperson	$750	
Lead Mentor	$1,800	
Mentor 1st Year	$800	
Mentor 2nd Year	$500	

*If the coach coaches both teams, then she/he is paid for two supplementals at 8% each. If it is one team combined of both grade levels, then the coach is paid one supplemental at 10%.
**Yearbook Advisor (Grandfather 2017-2018. After 2017-2018, there will not be extended days due to the fact that it is a class.)

Article 15
Payroll Procedures

15.01 Experience Credit

A. A minimum of 120 days of teaching, in a school year, constitutes a year of experience.

B. Experience granted on the salary schedule will be given only for credit allowed by the State Foundation Programs including up to five (5) years military credit.

15.02 Pay Day

A. Each professional teaching staff member shall receive his/her contracted salary amount divided into twenty-six (26) equal pay schedule which permits their Treasurer to establish the first day of each contract year on the Friday that will enable him/her to avoid paying for services not rendered.

15.03 Reimbursement for Traveling Teachers

A. Automobile mileage paid to bargaining unit members shall be the IRS rate in effect on July 1 for the duration of the following school year. This covers all mileage for bargaining unit members authorized to use an automobile as part of their contractual obligation.

15.04 Payroll Deduction

A. The professional teaching staff member shall be paid after the following deductions:

EACH PAY
1. Withholding Federal Income Tax
2. Withholding State Income Tax
3. Withholding City Income Tax
4. Retirement

AUTHORIZED DEDUCTIONS
All authorized deductions shall be divided and taken equally from each paycheck.

1. Association dues - Beginning October 1 for eight (8) months
2. U.S. Savings Bonds
3. United Fund Campaign

4. Tax Sheltered Annuities
   A. Teachers may purchase tax-sheltered annuities with companies licensed by the State of Ohio. Information with regard to withholding may be obtained from the Treasurer's Office. Only one annuity on a tax-sheltered basis will be honored per calendar year.
5. Other Insurance
6. Credit Union
7. 403(b) retirement plan with members responsible for the $3.00 per month maintenance/service fees.

15.05 Tuition Reimbursement

A. The Board agrees to reimburse any certified teaching staff member enrolled for further study at a college/university of his/her choice, upon successful completion of said work and a submission of a grade report to the Superintendent. This reimbursement will be for no more than one hundred twenty dollars ($120) per semester credit hours (no more than eighty dollars ($80) per quarter hour), up to six semester hours (nine quarter hours) of work per year (July - June 30). A maximum appropriation of $12,000 shall be established for tuition reimbursement.

B. Total individual hourly payment will be based on dividing $12,000 by the total yearly number of hours requested by the bargaining unit in order to figure the actual per hour rate, not to exceed one hundred twenty dollars ($120) per semester hour (eighty dollars ($80) per quarter hour) at a maximum of six semester hours (nine quarter hours) per bargaining unit member. A reimbursement form shall be submitted to the Treasurer no later than June 15 for all hours completed or in the process of completion prior to June 30, and a copy of the tuition bill shall be attached to a completed Tuition Reimbursement form. Reimbursement shall be made by June 30 for all persons successfully completing the courses. Those employees who do not submit grade reports on or before June 15, shall receive their reimbursement as soon as possible following submission of said grade report.

Article 16
Severance Pay and Retirement Incentive

16.01 Severance pay will establish as follows:

An employee of the certified staff of Wellston City School at the time of retirement from active service, defined as being eligible for service retirement and the filing of an application for retirement that has been approved by the Ohio Teacher's Retirement System, may make application to be paid for a maximum of thirty-five (35) percent of maximum of one hundred seventy-five (175) days accumulated but unused sick leave. Payment for unused sick leave shall be the daily rate* shown on the employee's final teaching contract and on this basis shall be made only once within ninety (90) days of the official retirement date as set by the Ohio State Teachers' Retirement System to any such employee and shall eliminate all sick leave credit accumulated by that employee at that

time. Certificated/licensed staff members are to be granted all their present and future Ohio sick leave days for severance pay calculation within the limits established by law.

* Daily rate shall be shown on each certificated contract and/or each salary notice.

16.02 Retirement Incentive

Any teacher (bargaining unit member) who agrees to retire at the end of the school year and officially submits notice of such agreement by 4:00 p.m. February 15, in writing to the Superintendent's office will be paid a $2,000 bonus based on the following stipulations:

A. Work Year--The retiring teacher must work the remainder of the contracted teacher workdays in the present school year.

B. Sick Days--No more than three (3) sick days may be used between February 15 and the last contractual day.

1. Any sick day used beyond three will reduce the $2,000.00 by the current pay of a substitute teacher.

2. The Superintendent in his sole discretion may adjust the 3-day limitation given certain highly unusual circumstances, i.e. automobile accident.

C. Personal Days--No more than one (1) personal day may be used between February 15 and the last day of school.

1. Any personal day used beyond one will reduce the $2,000.00 incentive by the current pay of a substitute teacher.

2. The Superintendent in his sole discretion may adjust the 1-day limitation given highly unusual circumstances.

D. Payment--The $2,000.00 bonus, minus any adjustments, will be paid by the Treasurer in the final settlement check upon notice by the State Teachers Retirement System to the Treasurer of the teacher's effective retirement date.

Article 17
Benefits

17.01 Full Time Professional Staff Member Insurance

A. Comprehensive Major Medical, Prescription, Dental and Optical Insurance

1. Each member shall contribute the following amounts for single and family coverage each month towards insurance through payroll deduction:

Effective July 1, 2023 – 12% of the total cost of health, dental, and vision insurance benefits

Effective July 1, 2024 – 13% of the total cost of health, dental, and vision insurance benefits

Effective July 1, 2025 – 13% of the total cost of health, dental, and vision insurance benefits

Employees hired on or after January 1, 1994, who work less than full time equivalent (FTE) as defined by contract shall have insurance premiums responsibility prorated based on the number of hours worked as per the percentage set out in Section 13.01(F).

2. In cases where both spouses of a family are employed by the Wellston City School District, only one spouse shall be eligible for insurance coverage. It shall be the option of the Professional Staff Member as to which spouse's name the insurance coverage is under.

3. The Board agrees to pay on behalf of each full time professional and each part time professional staff member (unless prorated as in #1 above) its share of the cost of single premiums and family premiums as long as the insurance costs fall within the following criteria:

   a. Should the increase in health and prescription insurance total costs (Board's and employees' shares) be equal to or less than five percent (5.0%) as of April 1, 2024, equal to or less than five percent (5.0%) as of April 1, 2025, equal to or less than five percent (5.0%) as of April 1, 2026 and each insurance year thereafter, the insurance committee shall not be required to make an adjustment to the health insurance plan.

      Should the increase in cost be below the stated percentages as outlined in this paragraph, then the difference between the actual increase and the maximum will be rolled into the following year, specifically, from the first to the second, and the second to the third year of the contract. No amount shall be rolled or carried beyond the expiration of this Agreement.

   b. Should the increase in insurance costs exceed the percentages in paragraph 3a, then insurance coverage shall change to reduce the increase costs to the percentages stated in paragraph 3a.

      (1) Change in coverage will be determined by an insurance committee which will consist of the following:

Four (4) WTA members;
Three (3) OAPSE members;
Two (2) Administrative representatives; and
One (1) Nonvoting Board member or designee.

If the committee does not deliver a seven out of nine majority approved recommendation with at least one vote from the administrative representatives within 15 days of the insurance contract renewal date, the Board shall implement insurance changes to bring the cost within the limits stated in paragraph 3a.

B. Opt-Out Payment in Lieu of Health, Dental and Vision Insurance

A full-time teacher who declines Board-offered health, dental and vision insurance plans will be compensated $5,000 for opting out of those plans for twelve (12) consecutive months.

The terms of the opt-out include:

1. To qualify for opt-out compensation, the employee must make a request in writing to the Treasurer for the opt-out payment. The request must state that the teacher has health insurance coverage through his/her spouse or elsewhere. This written request must be delivered to the Treasurer's office in August if a teacher is newly-hired, or for other teachers by the end of the open enrollment period.

2. Payment of the opt-out amount will be made to the eligible employee at the end of the insurance pay year following the opt-out request, after the employee has opted-out of insurance coverage for 12 consecutive months. Newly hired teachers shall be paid a pro-rata portion of the 12-month total amount. (In March 2018, opt-outs will be paid a pro-rata portion of the 12-month total amount to change the opt-out year to the insurance plan year.)

3. An employee who has opted out of insurance coverage may have insurance coverage reinstated in accordance with the rules of the existing insurance plans upon providing written notice of a loss of insurance coverage elsewhere.

4. An employee who is reinstated to Board-offered health insurance coverage will not be eligible for opt-out payment for the year, or any part of the year, in which the coverage was reinstated.

5. After opting out of insurance for the year, to be reinstated to Board insurance, a teacher must have a qualifying event as defined by the insurance carrier.

17.02 Life Insurance

The Board agrees to pay on behalf of each Professional Staff Member the cost of Life Insurance in the amount of $50,000.

Article 18
Leave Provisions

18.01 The following leave provisions will be applicable to all bargaining unit Professional Teaching Staff members.

A. Assault Leave

1. All cases of physical threat or violence to members of the staff shall be reported to the principal immediately after occurrence. If in the judgment of the teacher, after consulting with the principal, the assault is sufficiently severe, the police shall be notified. A written report of all assaults on staff members will be made to the Superintendent by the person assaulted for further investigation and possible expulsion of the other student or possible litigation against other individuals who initiate said assault. Any Professional Teaching Staff Member who is assaulted or who is injured when intervening and/or stopping an altercation between students while performing regular school duties shall be excused to seek a physician's evaluation of the injury(ies). If the physician's evaluation of the injury(ies) due to the said assault warrants the Professional Teaching Staff Member having additional time off, such time shall not exceed a maximum of forty (40) work days and these days are not to be deducted from sick leave.

B. Emergency Leave

1. Days of absence authorized under Emergency Leave shall be full paid days unless otherwise stipulated in each individual Emergency Leave, and shall not be deducted from sick leave accumulation.

a. Jury Duty - Absences for jury duty is permissible. After absence for such duty, either reporting or serving, employees shall return payment received for such services to the Board and at the next regular salary pay period receive full payment of his/her regular salary from the Board of Education for the day(s) excused for this purpose.

b. Military Duty. - All Professional Staff Members of the Wellston City Schools who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field

training or active duty for periods not to exceed thirty-one (31) days in the only one (1) calendar year, provided that such compensation shall be the difference between such employee's regular compensation and the remuneration received by him for such military service.

c. Compulsory Leave. - In all cases where Professional Teaching Staff Members are subpoenaed or summoned to appear for grand jury hearing or to appear in any court in cases in which they are not parties, they shall be paid the difference their witness fee and the normal salary for the period of absence.

d. Election Poll Workers. - When a member of the Professional Teaching Staff is appointed to work at the election polls, the employee shall return payment received for such services to the office of the Board and at the next regular salary pay period, receive full payment or his/her regular salary from the Board of Education for the excused day. A maximum of five (5) bargaining unit members may be approved to work the election polls.

C. Leave of Absence (without pay)

1. Professional Teaching Staff Members may request and be guaranteed a leave of absence (without pay) for the following:

   a. Child care
   b. Maternity
   c. Medical
   d. Military
   e. Office in a Professional Organization
   f. Other leaves

2. The Professional Teaching Staff Member shall be entitled to reinstatement at the expiration of the above leaves according to the following guidelines:

   a. 0 - 2 year leave of absence - the same teaching assignment held prior to the leave and the same building assignment held prior to the leave, unless the building no longer houses such teaching assignment.

   b. A teacher stays at the same level of experience on the seniority list held prior to taking a leave of absence.

3. Child Care Leave

   Child care leave provisions of Maternity Leave apply to either of the adopting or natural parents (father, and/or mother).

4. Maternity Leave

a. Professional Teaching Staff Members may use sick leave or advancements thereof for absence due to disability caused or contributed to a pregnancy, miscarriage, abortion, childbirth and recovery there from (hereinafter collectively referred to as pregnancy). Maternity leave may be used in lieu of sick leave when the Professional Teaching Staff member has exhausted sick leave, or when the Professional Teaching Staff Member has determined that a transfer from sick leave to maternity leave is necessary.

b. A Professional Teaching Staff Member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin at any time during pregnancy, or in the case of adoption the receipt custody, or up to one (1) year for child care after the child is born or adopted. Such leave shall be for the remainder of the current semester and one more additional semester. The maximum amount of leave granted for maternity or child care leave will be four (4) school calendar semesters including the semester in which the leave becomes effective.

c. Application for Leave - Application for maternity leave shall be filed on the Leave of Absence Form and shall contain a statement on the expected date of birth or the date of custody, the date on which the leave of absence is to commence and the term of the leave. In the case of a miscarriage or abortion, the Professional Teaching Staff Member shall be entitled to reinstatement at the beginning of the next grading period provided the Professional Teaching Staff Member requests reinstatement in writing, filed with the Superintendent at least ten (10) days prior to the beginning of the next grading period. The Professional Teaching Staff Member shall be entitled to the same teaching assignment prior to the leave unless shifts in pupil enrollment dictates or the job is combined or eliminated.

d. Rights While on Leave - The Professional Teaching Staff Member on maternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the Professional Teaching Staff member pays to the Treasurer of the Board on the ***FIRST*** of each month the full amount of the monthly group plan, which includes 100% of the Board's share and 100% of the employee's share. Any overpayment of premium shall be refunded to the staff member upon termination of the leave.

5. Medical Leave

   a. Upon or prior to the expiration of sick leave the employee who is ill may request a leave of absence for personal illness. A doctor's statement requesting the granting of said leave must accompany each application.

      Teachers on medical leave with zero (0) to three (3) years experiences will be granted six (6) months of full Board paid fringe benefits, three (3) to five (5) years of experiences will be granted twelve (12) months full Board fringe benefits and five (5) years and beyond of experience will be granted eighteen (18) months full fringe benefits.

   b. Nothing in this section will be construed to preclude a teacher from returning to active employment from leave, with a doctor's statement of approval.

6. Military Leave

   a. In accordance with the provisions of Section 3319.14 of the Ohio Revised Code, military leave absences will be granted to any member of the certificated/licensed staff who is drafted or re-called to active duty with any branch of the Armed Services of the United States. Voluntary re-enlistment immediately terminates military leave granted. Credit will be given on the salary schedule for military service up to maximum as provided by the adopted salary schedule.

7. Office in State or National Professional Organizations

   Upon request of the WTA, a member of the Certified Staff elected to a State or National office of a bona fide professional organization at either State or National level will be granted a leave of absence not to exceed two (2) years, bona fide professional organization to be determined by WTA President and Superintendent.

8. See Form, Appendix D.

9. The bargaining unit member shall notify the Wellston City School Board of Education, through the Superintendent and also the President of the Teacher's Association, in writing, no later than April 30, of their intent to return to work, resign, or request an extended leave.

D. Personal Leave

Personal Leave form must be filled out prior to use.

1. Each full time certified staff member shall be authorized three (3) full personal days annually for personal use. Such leave shall be granted upon notification, subject to the following conditions:

   a. Notification will be given to the building principal three (3) days in advance. Any exception to this provision is at the sole discretion of the Superintendent.

   b. Personal leave shall be granted to conduct personal matters which cannot be handled except during school hours.

2. Not more than three (3) employees shall be permitted business or personal leave for one (1) day in job, building, and/or classification area.

3. Personal leave notification form must be completed prior to any day used. The form must include a signed statement justifying that leave was used for one of the above stated reasons.

4. Personal leave cannot be used the first or last week of school or immediately preceding or following a holiday unless approval for such leave is given by the building principal.

5. Personal leave shall not be used for the purpose of working for another employer or personal business ventures.

E. Sabbatical Leave

1. A teacher who has completed five years of service in the Wellston City School System may be entitled, with Board permission, to take a leave of absence with part pay, equal to the difference between the replacement teacher's or substitute's pay and the teacher's expected salary, for one (1) or two (2) semester(s) subject to the following instructions:

   - Application submitted by March 1 of school year prior to beginning of leave;
   - A plan of studying education approved by the Superintendent;
   - Provide evidence at the conclusion of the leave that the plan was followed and credit received; and
   - Agree to work for Wellston City Schools for two (2) years following completion.

2. No more than 1% of the teaching staff may be on leave at one time.

3. This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

4. See form, Appendix C.

F. Service-Connected Injury Leave

1. In the event of a service-connected occupational illness or injury occurring in the scope of a teacher's employment and arising out of such employment by the Board, as determined by the Industrial Commission of Ohio, the teacher may elect to receive accrued sick leave in lieu of compensation from the Bureau of Workers' Compensation or elect to receive temporary total compensation from the Bureau of Workers' Compensation.

2. Teachers shall be expected to return to duty when able to resume duties and will be entitled to reinstatement under the same provisions as though returning from sick leave. The teacher and his/her physician shall determine when the teacher returns to duty. The Board may require a certification from the teacher's physician that the teacher is able to resume teaching duties before being allowed to return to duty.

3. See Appendix J - Report of Injury.

4. Nothing in this Agreement shall be construed to create a risk that the Board may be excluded from the OSBA workers' compensation pool.

5. See Treasurer for additional forms.

G. Sick Leave

1. Days of absences authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1-1/4) days sick leave shall be granted full-time employees for each completed month of employment up to fifteen (15) days per year. Unused sick leave shall be cumulative to unlimited.

2. Should an employee have absences due to illness of more than the total accumulated sick leave, such employee, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of five (5) days, if requested, once every two school years. (For any staff member remaining on contract the next school year, the use of sick leave shall be charged against the staff member's normal accumulating sick leave so that no loss in pay results.) If the employee should resign, be placed on leave of absence or become deceased before this advancement of sick leave days is fully repaid, the days shall be deducted from the final pay or a claim shall be made against the employee or his/her estate.

3. Previously accumulated sick leave of a teacher who has been separated from another Ohio public agency as provided in the Ohio Revised Code, Section 3319.41 shall be accepted at full value provided none of such accumulated sick leave has been converted to pay upon retirement as provided by Section 124.39 of the Ohio Revised Code.

4. Standard reasons for acceptable sick leave are:

   a. Injury.

   b. Absence due to illness, injury, or death in the employee's immediate family.

   c. Exposure to contagious disease which could be communicated to others.

   d. Disability due to pregnancy.

5. For the purposes of absences due to illness or death in the employee's immediate family, immediate family shall be defined to include bona fide members of the employee's household and/or spouse, parent, child, mother or father-in-law, sister, brother, grandparents, or any other relative who is dependent upon the employee. Stepchildren, step parents, foster children or foster parents shall also be considered immediate family for this purpose. Death of a relative not included in the above may be considered by the Superintendent and leave chargeable to sick leave will be authorized.

6. Sick leave notification form must be completed for any day or part of day used.

   The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.

7. Deductions of sick leave due to use will be one-half (1/2) day block as follows:

   - 0 - 4 hours, 1/2 day; and over four (4) hours, one (1) full day.

   - Situations may arise when a teacher must leave school for a short period of time. At the discretion of the building principal, a teacher may make arrangements to have their class covered, resulting in no deduction in sick leave when a substitute is not hired. A short period of time shall be defined as not more than one forty-five (45) minute block of time per day. More time may be allotted at the discretion of the Superintendent or designee, and there will be no charge against sick leave.

8. The person requesting sick leave shall contact the building administrator at least one and a half (1-1/2) hours before the regular take up time.

9. Failure to contact the administrator of any absence or pending absence shall result in salary reduction.

H. Sick Leave Bank

1. Any certificated/licensed employee**,** who has 45 accumulated days of sick leave, may transfer up to five (5) sick leave days in any one school year to any other certificated/licensed employee who has exhausted his/her accumulated sick leave as a result of an extended illness. An extended illness shall be defined as complications from pregnancy, surgery, accident, or catastrophic and life-threatening illness. A maximum of 120 days sick leave may be transferred for the benefit of the ill employee. These days will act as accumulated sick leave for the said employee. The donor teacher will not be penalized by the three-day donation for purposes of sick leave cash-in, as the cash-in will be based solely on his/her personal attendance. Sick leave bank may not be used to extend the time for applying for STRS disability benefits.

I. Professional Meeting Leave

1. Application Form (Appendix E) provided by the Superintendent's office, shall be submitted to the principal's office at least two (2) weeks prior to the date of the meeting. A written approval or rejection will be returned to the applicant from the Superintendent's office.

2. Attendance is limited to one (1) person from a department or office at any one (1) meeting except as approved by the Superintendent.

3. Automobile mileage allowance paid to the Bargaining Unit Member shall be the IRS rate in effect on July 1 for duration of the following school year. This covers all mileage accumulated as a result of attendance at approved professional meetings and for personnel authorized to use an automobile as part of their contractual obligations. Bargaining Unit Members shall be reimbursed for all legitimate expenses incurred. Bargaining Unit Members shall be reimbursed a maximum of eighty dollars ($80.00) per day for hotel and thirty dollars ($30.00) per day for meals if not in the registration package.

   All mileage reimbursements and other expenses shall be requested within thirty (30) days of incurring the expense by submitting a detailed receipt and application form. Reimbursement shall be paid no later than thirty (30) days after application for reimbursement. All travel expenses shall be submitted directly to the Board Treasurer.

4. Registration fee shall be a legitimate expense.

5. Written reports of meetings shall be placed on file with the Bargaining Unit Member's immediate supervisor for staff meeting use.

6. Preference shall be extended to teachers or staff members on a rotating basis, with preference being given to those who have not attended any meetings the previous year.

7. Bargaining Unit Member's must make a written request each year to the Superintendent.

8. Attendance shall be authorized by the Superintendent in accordance with school system needs and fund limitations.

Article 19
Association Responsibilities and Board Policies

19.01 It is the responsibility of the Association and its representatives to encourage its members to carry out Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available if it is felt such regulation or policy is in conflict with the express terms of the negotiated contract or the grievance procedure.

The Association agrees, along with its other duties, to support:

A. The proper and ethical operation of the Grievance Procedure;

B. Participation in in-service education programs;

C. Membership compliance with the Teacher Responsibilities outlined in this contract.

The Association agrees to assist in the promotion of teaching as a true profession, with the necessary assumption or responsibility to uphold the professional standards of its own members.

The Association agrees to lend full organizational and membership support to the Board and community in promoting financial campaigns and other programs that are beneficial to the Wellston City schools and the children of this community.

19.02 The Board agrees to abide by its policies and expects all teachers to abide by Board policies, including but not limited to policies on non-discrimination. Specifically, the Board and WTA agree not to discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Traits"), or any other legally protected category.

Article 20
Professional Teaching Staff Responsibilities

20.01 Teachers are expected to:

Attend all regular faculty meetings called by the Principal.

Adhere to policies, rules and regulations as established by the Administration and the Board of Education, and as established in the negotiated contract.

Follow the state-mandated curriculum guidelines pertaining to course(s) of study.

Cooperate with all professional administrative staff in efforts to improve instructional and guidance activities.

Maintain order, discipline and attention of pupils.

Cooperate with health department officials and with school health policies.

Attend all teacher meetings on local, county and district levels for which the Board has provided released time.

Be in regular attendance in the classroom in the interest of consistent education.

Allow for make-up work when pupils have been absent as outlined in Board approved policies.

Participate in parent-teacher conferences in order to promote better community and pupil understanding.

Encourage good manners and morals of the pupils.

Secure approval of Principal for use of supplementary texts on a classroom basis.

Prepare written lesson plans that will clearly reflect the state-approved content standards.

Lesson plans will be readily available on each teacher's desk in the classroom on a daily basis for review by the principal or for use by a substitute teacher. Teachers may submit lesson plans to the principal. Any teacher who does not have his/her lesson plans readily available on his/her desk in the classroom on any day, may be required to submit lesson plans to the principal on a weekly basis in advance for a maximum six-week period per occurrence.

First and second year teachers may be required to submit lesson plans to the principal on a weekly basis in advance. Teachers who show deficiency in the evaluation procedure may be required to submit lesson plans to the principal on a weekly basis in advance until the deficiency is remedied, as determined by the principal.

Other teachers may be required to submit lesson plans to the principal at the request of the principal for good reason, which reason shall be communicated to the teacher. Examples of good reason include concern regarding sufficiency of lesson plans, concern regarding pupil performance, and/or concern regarding inappropriate use of class time. Such requests are limited to four times per year, and each request may be for two sets of weekly plans. If, however, the lesson plans are deficient as determined by the principal, then the lesson plans may be requested until the principal determines that the deficiency has been remedied. When a principal request a teacher to submit lesson plans for "good reason," the principal shall return the lesson plans with comment.

Follow guidelines for individual parent-teacher conferences.

Professional Staff Members are responsible for determining and assigning grades in accordance with Board policy. Any changes in assigned grades must be noted on the permanent record and signed by the person who made the change.

Dress Professionally -- Dress and grooming of Bargaining Unit Members shall at all times be in good taste, non-distracting, and appropriate for classroom teaching. Sweatpants (except for physical education teachers) and revealing dress are examples of unacceptable dress.

20.02 For security reasons, teachers, who wish to, may wear identification badges with their picture and surname. The cost of providing for this safety and security measure will be paid for by the Board of Education in that the Board will pay for the first two badges. The employee will pay the cost of replacing lost or damaged badges after the initial two board-paid badges per year.

Article 21
Subcontracting

21.01 The Board of Education will not subcontract regular teaching or supplemental contract duties currently being performed by bargaining unit members without first posting those duties as provided in Article 11 of the Master Agreement.

Article 22
Personnel File, Certificates/Licenses and Transcripts

22.01 Personnel File

A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the Central Office.

B. Disclosure of information contained in personnel files will only be made to the public where required by law. The school district will take all precautions to prohibit the release of documents in the personnel file that fall within the express statutory exceptions to the definition "public record", e.g., medical records, trial preparation records, records the release of which is prohibited by state and federal

law, etc. A school employee, therefore, will not have a claim against the school district for invasion of personal privacy in the context of a record release unless the document falls within one of those stated exception to the statutory definition of "public record." Furthermore, requests to view school district records will be considered on a case-by-case basis, and access will be denied under the circumstances in which documents do not constitute "public record."

C. Changes in an employee's status shall be made a part of his/her personnel record.

D. Any materials added to the official file, excluding those items in the next paragraph, must be acknowledged by the employee concerned.

E. Personnel record files may include, but not be restricted to some or all of the following:

1. Application for employment, including references.
2. Copy of latest contract and/or salary notice.
3. Ohio Teaching certificates/license or copy.
4. Official transcript of college credits.
5. T.B. test or X-ray results.
6. Record of military service.
7. Evaluation forms.
8. Worker Compensation Forms.
9. Accident Report Forms.

F. If and when a teacher and the Superintendent or Designated Acting Superintendent agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate or false, or if validity of the complaint is sustained by the grievance procedure, such material shall be removed from the file or removed or corrected.

G. If a teacher feels any material in his/her personnel file is derogatory to his/her conduct, service or character, he/she shall have the right to submit a written answer to such material and his/her answer shall be attached to the official file copy.

H. Anonymous letters or material shall not be placed in a Professional Teaching Staff Member's file nor shall they be made a matter of record.

22.02 Certificates/Licenses and Transcripts

A. Valid certificates/licenses must be on file in the personnel department of the Central Office before teachers can be paid. Exception (by State Law), new teachers have until October 31, to file their certificates/licenses.

B. Experienced teachers who have fulfilled new certification requirements during the summer have until October 31 to file their certificates/licenses (copy) if the application for said certificates/licenses has been applied for through the personnel department and has at least verbal approval from the Superintendent's office.

C. Transcripts for new teachers must be on file in the personnel department of the central office before teachers can be paid. Any teacher receiving additional training, earning credit that would place him/her on another salary bracket, must present satisfactory evidence of the completion of such additional training to the central office by the fifteenth (15) day of September in order to receive an increase in pay for the current year. Satisfactory evidence shall mean:

1. Official transcript bearing the seal of the college or university

2. Official letter bearing:

   a. Title of course(s)
   b. Signature of authorized college or university
   c. Official seal of the college or university
   d. Exact number of semester or quarter hours earned.

NOTE: Official letters will be considered only *TEMPORARY* evidence of additional work and are to be replaced with official transcripts as soon as they become available and in no case later than the thirtieth of November of the current year.

Article 23
Work Day

23.01 Work Day

A. The teacher's work day for elementary teachers will not be more than seven (7) hours and fifteen (15) minutes, including a thirty (30) minute duty-free lunch period. The instructional day of six (6) hours twenty-five (25) minutes shall not increase over the term of the contract. Instructional time shall be defined as classroom instruction, field trips, assemblies, study halls and other supplemental educational/intervention activities. Elementary teachers (PK-5) will be guaranteed 220 minutes of planning time per week. The administration will make their best effort to balance the planning time on a daily basis.

B. The teacher's work day for secondary teachers will not be more than seven (7) hours and fifteen (15) minutes, including a thirty (30) minute duty-free lunch period. Beginning and ending time of the secondary hours are at the discretion of the building administrator.

Article 24
School Calendar

24.01 School Calendar

A. The school calendar shall consist of one hundred and eighty-two (182) days for teachers as follows:

1. One hundred eighty (180) days of instructions, including five (5) calamity days or other excused days.

2. Two (2) in-service days or work days. The last work day will be a ½ day and the other ½ day will be used for three (3) in-services of one (1) hour each for professional development in the buildings during the school year. The professional development in-services will be scheduled as soon as possible after the school day, with no more than one professional development in-service per month. Coaches, advisors, and 21st Century Grant personnel must find coverage or supervision for students or adjust practice times to attend in-services.

B. Recommendation of a school calendar will be the result of a vote by the Wellston City School Bargaining Unit Members. Two (2) calendars for selection will be prepared by a committee consisting of the Superintendent or designee, two (2) School Board members, two (2) Non-certificated Bargaining Unit Members and three (3) certificated/licensed Bargaining Unit Members.

C. The three (3) certificated/licensed Bargaining Unit Members of the calendar committee shall be appointed by the WTA President.

24.02 In-Service

During each school year, school will be dismissed for two (2) full days for an in-service meeting, or teacher work days. The two in-service days will be scheduled each school year for teacher work days or teacher applied training days. These days will be the responsibility of the Local Professional Development Committee.

Article 25
Planning Periods

25.01 Planning Periods

A. Bargaining Unit Members teaching in grades six (6) through twelve (12) will be granted one (1) planning period per day for one hundred eighty (180) work days.

The planning period will be no shorter than the typical academic period excluding block scheduling.

B. The Board agrees that it will provide a substitute, if a sufficient number is available, for all classroom teachers and special area teachers with the exception of Chapter 1 teachers when they are absent.

1. When a substitute is needed but cannot be obtained, each principal will poll available teachers to develop a list of volunteers to fill in for absent teachers.

2. If a volunteer cannot be obtained, teachers scheduled for conference/planning time during the period for which a substitute is needed may be assigned by the principal on a rotating basis.

3. Each teacher who volunteers (paragraph 1 above) or is assigned by the principal (paragraph 2 above) to cover a classroom during his/her conference/planning time shall be paid twenty-five dollars ($25) for each block of thirty (30) to sixty (60) minutes of the class period the teacher covered.

4. To receive payment, teachers who use their conference/planning time to substitute must fill out all necessary forms and must have the forms approved and signed by the building principal. Payment pursuant to approved and properly completed forms will be issued quarterly, at the end of each nine week grading period.

5. Teachers who voluntarily cover for teachers who have approved (1 period) personal obligations (Article 18; 18.01, Section G, #7) are not covered by this agreement/MOU and shall not receive any additional payment.

Article 26
Responsibilities of Administration and Staff Regarding School Safety

26.01 Responsibilities of Administration and Staff Regarding School Safety

A. The administration recognizes its responsibilities to support Bargaining Unit Members in the performance of their duties and shall fully support and assist Bargaining Unit Members in the maintenance and control of discipline in the schools. In fact, the Board is most eager to emphasize Board policy regarding teachers carrying out their responsibilities with regard to maintaining discipline both within the schools proper and on school grounds, including hallways, restrooms, parking lots, etc. In accordance with Section 3319.41, of the Ohio Revised code, a Bargaining Unit Member, a principal or administrator may use only such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, obtain possession of weapons or other dangerous objects upon the person or within control of the pupil, for the purpose of self-defense, or the protection of persons and property. It is the responsibility of the Bargaining Unit

Member to provide a classroom learning situation which creates an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive, it is the duty of the Bargaining Unit Member and the Principal to find a reasonable solution to the problem. If the Principal is not available, the classroom teacher has the right and responsibility to attempt to resolve the problem within the framework of the law and school regulations.

B. Behavior which is regarded as disruptive is defined in Section 2152.022, of the Ohio Revised code as that of an "unruly child." When in the opinion of the Bargaining Unit Member after consulting with the Principal, said child's behavior is deemed unruly, corrective action shall be initiated or continued. Such action might include part or all of the following:

1. Documentation of the student's behavior;

2. Conference(s) with person(s) or agencies whose involvement could significantly affect the student's behavior.

3. Consideration of student's schedule, course, and teachers with possible adjustments; and

4. Other steps appropriate to the individual situation.

C. The Bargaining Unit Member will only be used on a volunteer basis for duties connected with the search of building and grounds for an explosive device.

Article 27
Parent/Teacher Conferences

27.01 Parent/Teacher Conferences

A. All parent-teacher conferences are for the benefit of the child.

B. The discretion regarding the presence of a third party is with the teacher, after consulting with the principal, unless the parent wants another party to attend. If the teacher anticipates difficulty, he/she may request the presence of the principal, who should be present. If any party feels that the conference is deteriorating, that party may terminate the conference. The conference should be rescheduled for a later time.

C. A teacher shall not be reprimanded or ridiculed in the presence of a parent, student, or other employee. If a teacher is wrong, he/she should be corrected privately, either before or after the conference. If the teacher persists in behavior which the administration cannot support the conference should be terminated and rescheduled for a later date.

D. A teacher will attempt to contact parent(s) or guardian(s) who do not appear for the parent-teacher conferences if a problem exists. This contact may be a personal visitation at the home or by telephone or by letter, *AT BOARD EXPENSE*, with approval of Superintendent.

E. Parent-teacher conferences for evaluation purposes should last a minimum of ten (10) minutes per conference and scheduling should be arranged in each building according to the program being used in that building. At least two (2) days annually shall be authorized for parent-teacher conferences.

F. During annual reviews of the special education classes, the Board of Education will provide substitute teachers, if possible, for those days in order that the educational process may continue.

Article 28
Public Complaint Procedure

28.01 Public Complaint Procedure

A. Upon receiving a complaint against a Bargaining Unit Member, the principal, head teacher, or principal's designee, shall as soon as possible following the receipt of the said complaint, notify the Bargaining Unit Member involved. The notification shall be within two working days unless the principal is not in school, and then the notification shall be within two working days of his/her return to school. A written statement of the complaint shall be submitted to the member involved.

B. If a conference is deemed necessary by the Bargaining Unit Member, the principal, or the parent, the guidelines shall be followed as set forth in Article 27.01.

C. The principal shall forward a letter to the parent indicating the disposition of said matter, if the principal finds such a letter needed or helpful to resolve the matter. A copy of same shall also be given or sent to the teacher involved.

Article 29
Required Meetings

29.01 Required Meetings

A. The principal may schedule two (2) faculty meetings per month. Faculty meetings may be scheduled before or after school at the discretion of the principal. The principal shall provide 24 hour notice of said meeting. Such meeting shall generally be held to forty-five (45) minutes. The principal reserves the right to call emergency meetings when conditions warrant. All faculty members, including principals and assistant principals, shall attend all meetings unless they have an excused absence on the day of the scheduled meeting.

B. The holding of faculty meetings does not preclude the holding of various meetings which could be of a voluntary nature.

Article 30
Employment Procedures

30.01 Employment Procedures

A. All requirements of Ohio Law for notice of employment or re-employment of Professional Teaching Staff shall be followed.

B. All new Professional Teaching Staff contracts will contain a provision that the signed contracts must be returned to Wellston City Board of Education within ten (10) days of receipt of said contract unless an extension of time is granted by the Board to validate the contract. Prior to submitting the actual contract to the employee, the contract must bear the signature of the President of the Board, and the Treasurer, after the Superintendent's recommendation to employ has been approved by the Board. The only exception being if employment is offered a new teacher between Board meetings; then a letter of intent shall be offered the prospective employee stating that employment shall be recommended by the Superintendent at the next Board meeting. The contract signed by the President of the Board and the Treasurer will be sent by email to the new teacher within fifteen (15) days after the Board meeting following the employment of the teacher. The contract must be printed, signed and returned to the Treasurer’s Office.

C. An application suitable to the position shall be completed by the applicant and filed with the Central Office. An interview with the applicant shall be the usual procedure prior to employment.

D. Before recruiting new employees, the employing officials shall survey staff members for possible upgrading or transfer, maintaining a current staff evaluation for this purpose. Present employees who qualify and have applied for this position will be given preference in hiring if equally qualified, but the Board and Administrators reserve the right to hire the best qualified teachers available.

E. The teacher employed shall possess or be able to secure proper certification from the Ohio Department of Education in the subject or subjects to be taught.

F. When it is deemed impossible by the Administration to hire persons meeting full certification requirements, persons with temporary certification shall be employed as an emergency measure. All temporary certified professional staff members must be actively pursuing a planned program toward becoming fully certified under Ohio certification standards in order to be hired by the Board, the exception being those vocational teachers or others as determined necessary by the State Department of Education.

Article 31
Educational Materials

31.01 Educational Materials

The Board of Education agrees to make every effort to provide sufficient educational materials in order to provide a quality education for the students of the Wellston City School District.

Article 32
Class Size

32.01 The ratio of teachers to pupils on the district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Section 3317.02.

32.02 The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be at least one full-time equivalent teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.

Article 33
Local Professional Development Committee

33.01 Local Professional Development Committee

A. The Local Professional Development Committee ("LPDC") shall be responsible for reviewing and approving professional development plans for recertification and licensure as specified by Ohio law.

B. The LPDC shall consist of three (3) teachers selected by the Association President and two (2) administrators selected by the Board. When an administrator's license is being considered, the administrator may temporarily replace one of the teacher members on the committee with another district administrator of his/her choice.

C. The LPDC shall meet at least one day a month during the school year. A stipend of $1,000.00 per year will be paid to each Association member of the committee. The stipend will be paid by June 30. The first year will begin July 1, 1998.

D. If the LPDC denies an individual's plan, the individual may appeal the decision to an independent hearing officer. The hearing officer will be designated by the professional association of which the individual initiating the appeal is a member.

E. The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours or terms and conditions of employment of bargaining unit members, or that requires the expenditures of Board funds, without the express approval of the Board of Education (or designee) and the Wellston Teachers Association. In no event shall the LPDC make any decision or promulgate any rule or procedure which is contrary to the negotiated agreement, board policy, or any law or regulation governing the operation of school districts.

Article 34
Severability

34.01 Severability

A. In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A). All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

B. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) calendar days by demand of either party.

C. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s) condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) calendar days by demand of either party.

Article 35
Activity Pass

35.01 All Bargaining Unit Members shall be issued an activity pass which will permit admission to any regularly scheduled sporting events, class plays, band and choral concerts that are held in any facility owned and operated by the Wellston Board of Education, at an annual fee of fifteen dollars ($15.00), which is payroll deductible from the August 30 payroll upon written approval received by the Treasurer one (1) week prior to payday. Newly employed teachers who wish to purchase activity passes will have their deductions made on the September 15 payroll.

Article 36
Effects of the Agreement

36.01 This Agreement represents the full understanding and commitment between the parties. This Agreement may be added to, deleted from, or otherwise changed only by an amendment property signed by each party.

36.02 The Wellston City Board of Education 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 such policy or practice, then the terms of this Agreement shall prevail.

Article 37
Copying and Distribution

37.01 No later than September 1, an electronic version of this Agreement shall be emailed to each employee. Each employee hired thereafter, also shall receive an electronic copy from the Association.

Article 38
Duration

38.01 The terms of this Agreement will be effective from July 1, 2023 and will continue and remain in full force and effect until June 30, 2026.

Negotiations for a successor agreement will commence pursuant to the provisions of this Agreement.

For the Association

Belinda Dixon

David L. Sanders

For the Board

Jami L Dunard

Appendix A

Certificated/Licensed Employee's Contract
Limited or Continuing

This _____ contract entered into by and between

_____ _____
(Name) (Address) (Zip Code)

and the BOARD OF EDUCATION OF THE Wellston City School District in Jackson County, Ohio; the said professional staff member hereby promises and agrees to teach and be employed in the public schools of said District for a period of _____.

Beginning _____ ending (for limited contract), _____,
date date
subject to assignment by said Board of Education and/or its authorized representatives at the beginning of each school year and further agrees to abide by and maintain all rules and regulations now in effect or hereafter adopted by said Board of Education.

IT IS FURTHER AGREED THAT the salary for 20 _____ school year shall be based upon the current salary schedule for regular teachers and credit for:

Years of past experience, (____ years, total experiences)

Semester hours of recognized college training, or a Degree from a recognized college. Said salary is subject to deductions required of the Board of Education for taxes, retirement, and others as authorized by the employee.

IT IS FURTHER AGREED THAT said professional staff member's normal teaching duties will be consistent with the area(s) listed on the teacher's teaching certificate/license and other duties may be assigned by the administration and may vary from building to building.

IN CONSIDERATION of and for such services said Local Board of Education agree to pay said employee the sum of $_____ annually, payable as follows:

(Pays): (Bi-weekly Salary): (Daily Rate): based on _____
(number of days)

Sign the two (2) copies, return the one (1) copy within ten days of receipt to validate the contract. This _____ CONTRACT entered into at Wellston, Ohio, _____.

_____ _____
Teacher Date

_____ _____
President Board of Education Date

_____ _____
Treasurer Date

Appendix B
Supplemental Contract

THIS LIMITED SUPPLEMENTAL CONTRACT entered into by and between

_____ _____
Name Address
hereinafter referred to as "Professional Staff Member", and the BOARD OF EDUCATION OF THE WELLSTON CITY SCHOOL DISTRICT in Jackson County, Ohio hereinafter referred to as "Board",

WITNESSETH:
In addition to Professional Staff Member's regular teaching duties, said Professional Staff Member does hereby promise and agree to perform the following additional duties for and in behalf of said Board:

_____ and further agrees to abide and maintain the rules and regulations by such Board now in effect or hereafter adopted by the Board.
Such additional duties shall be performed by Professional Staff Member starting _____
School Year
beginning approximately _____, and ending approximately _____
Date Date
for a period of _____ year(s). In consideration of the duties to be performed by said Professional Staff Member the sum of $_____, annually, starting at $_____ and _____,
Scale Step
payable as follows _____. Said pay is subject to deductions required of the Board for taxes, retirement, other as authorized by Professional Staff Member. Compensation will be paid on the first pay period following verification from the Principal or Director of Student Activities that all duties have been completed. Partial completion of duties will result in a prorated portion of compensation, as determined by the Principal and Director of Student Activities with input from the Association President. Coaches/Advisors shall keep documentation of days worked for proration.

Sign two (2) copies, return the one (1) copy within ten (10) days of receipt to validate the contract. THIS LIMITED SUPPLEMENTAL CONTRACT entered into at Wellston, Ohio this _____ day of _____.

_____ _____
Teacher Date

_____ _____
President Board of Education Date

_____ _____
Treasurer Date

Appendix C

Application for Sabbatical Leave

SUBMIT: One (1) copy to Central Office prior to March 1st.

Date: _____ today

From: _____ School or Department: _____
Name

BACKGROUND

A. Number of consecutive years in the Wellston School System, including this year:_____

B. College Degree or Degrees held:_____

C. Length of requested leave: (One or two semesters)_____

D. Date requested leave starts (Month/day/year):_____

E. Date requested leave ends (Month/day/year):_____

PLANS: A. Educational _____, Professional _____, Other _____ (Check One)

B. Please attach detailed outline of plans for leave.

_____
Applicant Signature

_____
Superintendent Signature

[ ] Approved [ ] Disapproved

COPIES: (1) Return to applicant
(2) Central Office
(3) To Principal or Supervisor

Appendix D

Application for Leave of Absence

SUBMIT: One (1) copy to Central Office

Date: _____ today

From: _____ School or Department: _____
Name

Date requested leave starts (Month/day/year) _____ ends (Month/day/year) _____

A. What type of leave (Check)

Military _____ Professional Study _____ Political _____

Overseas Teaching _____ Office in State or National Professional Organization _____

Other (Specify) _____

B. Please attach detailed plans including doctor's statement, copies of assignments, itinerary, program of study if necessary.

_____
Applicant Signature

_____
Superintendent Signature

[ ] Approved [ ] Disapproved

COPIES: (1) Return to applicant
(2) Central Office
(3) To Principal or Supervisor

Appendix E

Request to Attend Professional Meeting

SUBMIT: Four (4) copies to Central Office at least two (2) weeks in advance of meeting.

Date: _____ today

From: _____ School or Department: _____
Name

To: Superintendent Via: Your Building Principal or Supervisor

PLACE: _____ Dates: _____

PURPOSE: _____

EXPENSE: _____ Estimated - (complete when applicable)

Lodging: _____ Transportation $_____

Registration: _____ Meals: _____

ESTIMATED TOTAL $_____

_____
Signature of Applicant

Have you arranged for a sub? _____
Are funds available for
sub and expense? _____

[ ] Approved [ ] Disapproved

_____
Signature of Principal Date

[ ] Approved [ ] Disapproved

_____
Signature of Superintendent Date

COPIES: (1) Return to applicant
(2) Central Office
(3) To Principal or Supervisor

Appendix F

Observation Request Form

Name: _____ Date :_____

School Assigned: _____

I. Visitation Request:

I request permission to visit: _____
Teacher

_____ on _____
School Date

_____ _____
Period - Secondary Class & Time Visited - Elementary

II. Visitation Approval:

I have approved the above request for visitation:

_____ _____
Principal Date

III. Visitation Report:

1. Subject matter being taught during visit: _____

2. How did the visit benefit you as a teacher? (i.e., observed good discipline, technique, observed a usable teaching technique, observed good learning atmosphere, etc.)

_____

_____

_____

3. Reaction of teacher visited (comment if you desire):

_____

_____

_____

4. Comments of either visiting teacher's or visited teacher's Principal (comment if you desire):

_____

_____

Appendix G

Teacher Intent Form

MEMO TO ALL EMPLOYEES

In order that we may begin making plans for staffing our system for the coming year, we would appreciate your cooperation in completing the form below:

I plan to work in the Wellston City School System next year _____

I do not plan to work in the Wellston City School System next year _____

My plans at this time are indefinite _____

I would like a change in assignment next year _____

Assignment preferred (if different from present) _____

List specifically by building, subject or grade level, any other positions that you would desire if they become available. _____

_____

_____

Please complete this form and return to your building principal not later than _____
Date

_____
Signature of Employee

Appendix H

Grievance Report

(Indicate Level II or III whichever is appropriate)

I. Name of Aggrieved _____

II. Name of the party in interest _____

III. Date the Aggrieved became aware of the grievance _____

IV. Grievance

A. Statement of Grievance:

B. Specific provision(s) of the Master Agreement alleged to have been violated, misinterpreted, or misapplied:

C. Relief Sought:

D. Reason, explanations, or Comments:

V. Representative chosen by Aggrieved _____

VI. Signature of Aggrieved _____

VII. Date of copy sent to the party in interest

_____

VIII. Date received by the party in interest _____

Grievance Procedural Report Form

1. A. Name of Aggrieved:_____

B. Name of Party in interest: _____

C. Date of Grievance:_____ Date Grievance Filed:_____

D. Specific provision(s) of the Master Agreement alleged to have been violated, misinterpreted, or misapplied: _____

E. 1. Statement of Grievance:

2. Relief Sought:

LEVEL I

II. A. Date of Meeting:_____

B. Names of All People Present:_____

_____

C. Disposition by Party in Interest:

D. Signature of Party in Interest_____

Date:_____

- - - -

LEVEL III

A. Position of Aggrieved and/or Association

B. Date of Meeting: _____

C. Names of All People Present: _____

_____

D. Disposition by Superintendent:

E. Signature of Superintendent _____

Date: _____

- - - -

F. Description of Meetings Held:

G. Disposition and Award by Arbitrator:_____

_____

_____

H. Reasons:_____

_____

_____

I. Signature of Arbitrator_____ Date:_____

Grievance Disposition Report

(Filed by Party in Interest at Level II)

(Filed by Superintendent at Level III)

I. Name of Party in Interest_____

II. Name of Aggrieved_____

III. Statement of Grievance_____

_____

IV. Disposition:

V. Reasons, Explanations or Comments:

VI. Signature of Party in Interest_____ Date_____

VII. Date Received by the Aggrieved_____

Grievance Completion

(To be Filled Out When Grievance Has Been Completed)

A. Signature of Superintendent _____

Date: _____

B. Signature of W.T.A. or O.A.P.S.E. President _____

C. Date: _____

D. Signature of Treasurer of the Board _____

Date: _____

Appendix I

Wellston City Schools

Accident Report
(In Duplicate)

_____
Date

1. Name_____

2. Address_____

3. Job_____

4. Nature of Injury_____

_____

_____

5. Describe Accident_____

_____

_____

6. Time of Accident_____

7. Date of Accident_____

8. Doctor_____

9. Place Where Treated_____

10. Witnesses_____

_____

Signed_____
Employee

Signed_____
Supervisor or Principal

Employee must fill out this form within 24 hours after accident occurs if at all possible. Supervisor or Principal must, in turn, file form with Superintendent's office immediately.

For best results, Workers' Compensation claims should be filed within 24 hours of the injury. There is a 2-year filing deadline for any Workers' Compensation claim.

Appendix J

Year-End Teaching Staff Request/Suggestion Form

Principal_____

Staff Member_____

Date_____

Teacher Requests/Suggestions

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Signature of Staff Member _____

Date _____

Appendix K

Salary Schedule for Wellston City Schools

Effective 7/1/23-6/30/24

	BA	5 YR	MA	MA +15
Step 0	$40,463.08	$42,081.60	$44,509.38	$46,532.54
Step 1	$42,081.60	$43,902.44	$46,532.54	$48,555.69
Step 2	$43,700.12	$45,723.28	$48,555.69	$50,578.85
Step 3	$45,318.65	$47,544.11	$50,578.85	$52,602.00
Step 4	$46,937.17	$49,364.95	$52,602.00	$54,625.15
Step 5	$48,555.69	$51,185.79	$54,625.15	$56,648.31
Step 6	$50,174.21	$53,006.63	$56,648.31	$58,671.46
Step 7	$51,792.74	$54,827.47	$58,671.46	$60,694.61
Step 8	$53,411.26	$57,052.94	$60,694.61	$62,717.77
Step 9	$55,029.78	$58,873.78	$62,717.77	$64,740.92
Step 10	$56,648.31	$60,694.61	$64,740.92	$66,764.08
Step 11	$58,266.83	$62,515.45	$66,764.08	$68,787.23
Step 12	$59,885.35	$64,336.29	$68,787.23	$70,810.38
Step 13	$61,503.88	$66,157.13	$70,810.38	$72,833.54
Step 14	$63,122.40	$67,977.97	$72,833.54	$74,856.69
Step 15	$64,740.92	$69,798.81	$73,845.11	$76,879.84
Step 20	$66,359.44	$71,417.33	$76,879.84	$81,229.63
Step 25	$67,977.97	$73,035.85	$79,914.58	$85,579.41
Step 30	$68,787.23	$73,845.11	$81,431.94	$87,752.27

Salary Schedule for Wellston City Schools
Effective 7/1/24-6/30/25

	BA	5 YR	MA	MA +15
Step 0	$41,272.34	$42,923.24	$45,399.58	$47,463.19
Step 1	$42,923.24	$44,780.49	$47,463.19	$49,526.81
Step 2	$44,574.13	$46,637.75	$49,526.81	$51,590.43
Step 3	$46,225.02	$48,495.00	$51,590.43	$53,654.04
Step 4	$47,875.92	$50,352.26	$53,654.04	$55,717.66
Step 5	$49,526.81	$52,209.51	$55,717.66	$57,781.28
Step 6	$51,177.70	$54,066.77	$57,781.28	$59,844.90
Step 7	$52,828.60	$55,924.02	$59,844.90	$61,908.51
Step 8	$54,479.49	$58,194.00	$61,908.51	$63,972.13
Step 9	$56,130.38	$60,051.26	$63,972.13	$66,035.75
Step 10	$57,781.28	$61,908.51	$66,035.75	$68,099.36
Step 11	$59,432.17	$63,765.77	$68,099.36	$70,162.98
Step 12	$61,083.07	$65,623.02	$70,162.98	$72,226.60
Step 13	$62,733.96	$67,480.28	$72,226.60	$74,290.21
Step 14	$64,384.85	$69,337.53	$74,290.21	$76,353.83
Step 15	$66,035.75	$71,194.79	$75,322.02	$78,417.45
Step 20	$67,686.64	$72,845.68	$78,417.45	$82,854.23
Step 25	$69,337.53	$74,496.58	$81,512.87	$87,291.00
Step 30	$70,162.98	$75,322.02	$83,060.59	$89,507.33

Salary Schedule for Wellston City Schools
Effective 7/1/25-6/30/26

	BA	5 YR	MA	MA +15
Step 0	$42,097.81	$43,781.72	$46,307.59	$48,412.48
Step 1	$43,781.72	$45,676.12	$48,412.48	$50,517.37
Step 2	$45,465.63	$47,570.52	$50,517.37	$52,622.26
Step 3	$47,149.54	$49,464.92	$52,622.26	$54,727.15
Step 4	$48,833.46	$51,359.32	$54,727.15	$56,832.04
Step 5	$50,517.37	$53,253.73	$56,832.04	$58,936.93
Step 6	$52,201.28	$55,148.13	$58,936.93	$61,041.82
Step 7	$53,885.19	$57,042.53	$61,041.82	$63,146.71
Step 8	$55,569.11	$59,357.91	$63,146.71	$65,251.60
Step 9	$57,253.02	$61,252.31	$65,251.60	$67,356.49
Step 10	$58,936.93	$63,146.71	$67,356.49	$69,461.38
Step 11	$60,620.84	$65,041.11	$69,461.38	$71,566.27
Step 12	$62,304.75	$66,935.51	$71,566.27	$73,671.16
Step 13	$63,988.67	$68,829.91	$73,671.16	$75,776.05
Step 14	$65,672.58	$70,724.32	$75,776.05	$77,880.94
Step 15	$67,356.49	$72,618.72	$76,828.50	$79,985.83
Step 20	$69,040.40	$74,302.63	$79,985.83	$84,511.35
Step 25	$70,724.32	$75,986.54	$83,143.17	$89,036.86
Step 30	$71,566.27	$76,828.50	$84,721.84	$91,297.51

Appendix L

Teacher Evaluation Rubric

(See following pages)

Wellston City School District  **Observation Rubric**

Observation #1 ☐ **Observation #2** ☐

Teacher		**Evaluator**	
School		**Date & Time of Pre-Conference**	
Subject		**Date & Time of Observation**	
Grade		**Date & Time of Post-Conference**	

Ohio Teacher Evaluation System **Assessment of Teacher Performance**

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,*	**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				

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
common assessments	**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 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.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and 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,	**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	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*		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 does not give students feedback.	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. Feedback to students is general, occasional or limited and may not always support student learning.	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'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.	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 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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Evidence**				
	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. 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.	Learning is primarily teacher directed. Students participate in whole class learning activities. 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.	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 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.	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 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, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**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.
	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. 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 makes limited use of varied assessments. 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.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, 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.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The 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				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	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 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				