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MASTER AGREEMENT CONTRACT

BETWEEN THE

WILLARD BOARD OF EDUCATION

AND THE

WILLARD EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE I – NEGOTIATIONS AGREEMENT

1.01 DEFINITION OF "DAY"

For the purposes of clarification, the following definitions of "day" shall apply throughout the Agreement.

A. Calendar Day: Monday through Sunday inclusive
B. Day: Calendar day
C. Workday: Day teachers are expected/scheduled to work
D. School Day: Day students are in attendance

1.02 CALCULATION OF DAYS

In computing any period of time specified by the terms of this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included.

1.03 RECOGNITION

The Willard City Board of Education (hereinafter referred to as the "Board") recognizes the Willard Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association" or the "WEA" as the sole and exclusive bargaining representative for all the full and part time certificated personnel hired under a regular teaching contract in the district for the purposes of negotiating and representing bargaining unit members with respect to salary, hours, and terms and conditions of employment. Substitutes who work less than one hundred twenty (120) consecutive days, aides, confidential employees, classified employees, and administrative supervisory staff are specifically excluded from the bargaining unit. Supervisory staff is defined as those employees serving under an administrative contract and who have the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

1.04 PRINCIPLES OF NEGOTIATIONS

Attaining the objectives of the educational program of the Willard City School District requires mutual understanding and cooperation among the Board of Education, Superintendent of schools, and the educational staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.

"Good-Faith" negotiations requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good-Faith" requires both parties to recognize negotiations as a shared process.

1.05 AREAS FOR DISCUSSION AND AGREEMENT

The "Good-Faith" process constitutes an agreement to attempt to reach mutual understanding regarding subjects which are mandatory subjects of bargaining.

Negotiations shall be limited to wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

The Association may be consulted on policy matters, but policy adoption is a Board responsibility and not a negotiable item. The Board and the Association recognize that the Board is the legally constituted body responsible for determination of policies covering all aspects of the Willard School System. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

1.06 PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Notification

If either of the parties desires to commence bargaining on salaries or other matters of mutual concern, it shall notify the other party, in writing, of its intent to bargain at least ninety (90), but no more than one hundred twenty-five (125), days prior to the expiration of the contract. Notification, in writing, from the Association shall be served on the Superintendent; and from the Board shall be served on the president of the Association. If neither party serves such written notice during the above-mentioned time period, the contract between the parties shall be deemed to be extended for one (1) additional year.

B. Negotiation Meetings

1. Within fifteen (15) school days of written notification of intent to bargain, or later as mutually agreed upon by the parties, an initial meeting shall be held between the parties. All proposals shall be exchanged, in writing, by the Association and the Board at this first meeting. No new proposals shall be submitted by either party after the initial meeting unless by mutual agreement.

2. The Willard Board of Education and the Willard Education Association agree that all sections of the existing Master Agreement between the Willard Board of Education and the Willard Education Association which are not re-negotiated shall be included in the Master Agreement.

3. Original proposals shall be written and in language suitable for inclusion in the final agreement. Topical listings of items proposed for negotiations shall constitute a clear failure of compliance and may be disregarded.

4. Meetings shall be scheduled with the least interruption of work schedules. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

C. Negotiation Time Limits

1. Either party may call for a caucus of up to thirty (30) minutes unless extended by mutual agreement.

2. Bargaining sessions shall last a maximum of three (3) hours unless extended by mutual agreement.

3. Items under negotiation must be resolved to the mutual satisfaction of both parties within sixty (60) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.

4. Any time limits established under this article may be modified by mutual agreement of both parties.

5. "Days" means calendar days unless otherwise specified.

D. Representation

1. Each team shall limit its representation to three (3) members unless otherwise agreed upon at the first meeting. Each team shall designate one (1) chief spokesperson who shall be responsible for signing any tentative agreements. In addition, each team may admit two (2) observers to negotiating sessions. The observers shall adhere to all rules of protocol adopted at the first negotiations meeting and contained within this agreement, shall maintain the executive session nature of meetings, and shall not participate in discussion at the bargaining table.

2. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members or for the purpose of providing information pertinent to negotiations.

E. Information

The parties agree during negotiations to provide each other, upon reasonable request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to re-work, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.

F. While Negotiations Are in Process

1. During any phase of negotiations, including mediation, there will be no public releases of information to the media unless agreed upon by both parties. In such instances that releases are agreed upon said releases shall be in writing, and both parties shall approve of the release prior to its

dissemination. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.

2. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

G. Agreement

1. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board. Upon official adoption by the Board, the agreement shall be signed by both parties.

2. The Association shall be responsible for the typing of the final negotiated agreement. The parties shall each proofread and approve the agreement before and after printing. The Association shall be responsible for the duplication and distribution of the contract to the Board, to the Administration, and to all bargaining unit members.

H. Disagreement

In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, or within forty-five (45) days prior to the expiration of the contract, either of the parties shall have the option of declaring impasse. Upon the declaration of impasse, the parties shall jointly request the appointment of a mediator from the staff of the Federal Mediation and Conciliation Service. The mediator shall meet with the representatives of the parties either jointly or separately, and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

The period of mediation shall last for a maximum of thirty (30) days or until the expiration of the contract, whichever is later, unless an extension of time is agreed to by both parties. Should the parties be unable to reach agreement as the result of this mediation process, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code Chapter 4117, provided that all relevant provisions of Chapter 4117 and the administrative rules thereunder have been complied with.

The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in ORC 4117.14. The parties further agree that this mediation process shall be utilized for bargaining leading to a successor contract as well as for any in-term bargaining which may occur during the life of the Collective Bargaining Agreement between the parties, subject to ORC 4117.18 unless specifically agreed otherwise.

ARTICLE II – GRIEVANCE PROCEDURE

2.01 DEFINITIONS

A grievance is a claim of a teacher, group of teachers, or the Association that the bargained contract has been misinterpreted, violated, misapplied, or infringed upon.

The term "grievant" or "aggrieved" shall include any and all members of the bargaining unit, any group of members of the bargaining unit, or the Association.

A day as used in this procedure shall mean a school day.

2.02 GENERAL PROCEDURES

Rights of Grievant: A grievant may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the bargaining agent, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the recognized bargaining agent.

A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, discrimination, or reprisal, except that it shall be subject to the right of the bargaining agent to be present at the settlement and offer testimony provided that the settlement is not inconsistent with the terms of the agreement.

No grievance may be submitted to arbitration without the consent of the bargaining agent.

Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at the formal level.

Any grievance not settled at an informal level shall be reduced to writing (see Appendix A) and shall state the alleged violation, misapplication, infringement, or misinterpretation, and the relief sought.

The fact that a grievant files a grievance shall not be recorded in the grievant's personal file, or in any file used in the transfer, assignment, or promotion process, nor shall such fact be used in any recommendation for re-employment or recommendation for other employment, nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.

Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties. If the grievance is not filed in a timely fashion or advanced to the next step by the grievant in a timely manner, it shall be deemed waived. If the Board or its agent fails to meet the timelines, the grievance shall advance to the next step.

Delivery of a Disposition or an Appeal at any Step may be accomplished via email. The filing of a grievance at Step 1 must be via hand delivery.

2.03 PROCEDURAL STEPS

Informal Step

If a grievant believes there is a basis for a grievance, the grievant shall first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.

Step 1

If the grievance is not resolved within five (5) days of such informal meeting, the aggrieved may present a formal claim to their immediate supervisor by submitting a grievance report form (see Appendix A). The grievance must be filed within sixty (60) days (calendar) of the event in dispute. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative (s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved. If such disposition is not timely returned, the grievance would be advanced to the next step.

Step 2

If the aggrieved is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete the grievance report form, Step 2, and submit the grievance to the Superintendent within five (5) days of receipt of the disposition notice. Within five (5) days of receipt, the Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate, in writing, his disposition of the grievance by completing his portion of Step 2 and forwarding it to the aggrieved. The bargaining agent shall be notified, in writing, of said disposition. If such disposition is not timely returned, the grievance would be advanced to the next step.

Step 3

If the aggrieved is not satisfied with the disposition of the grievance at Step 2, the grievance may be appealed, in writing, to the Board of Education. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education.

The aggrieved employee (s) shall have the right to be represented at such meeting by counsel and/or by a representative of his/her employee organization.

The Board of Education shall act upon such appeal no later than its next regular meeting. The Board of Education act shall be based upon the recommendation of the Superintendent and the arguments presented by or on the behalf of the employee(s). Copies of the final action and supporting reasons shall be sent to the employee(s), Superintendent, and building principal.

Step 4

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step 3, it may, within ten (10) days, submit the grievance

to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies, within lawful statutes, to render an award which shall be final and binding to all parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne by the losing party, either the Board of Education or the bargaining agent.

ARTICLE III – SALARY/COMPENSATION

3.01 SALARY SCHEDULE

3.50% in Year 1
3.25% in Year 2
3.0% in Year 3

$500 one-time Signing Bonus, not on the base, for all members to be paid in the last pay of November 2024.

Effective July 1, 2024, the base salary shall be $40,993 (see Appendix B-1). Effective July 1, 2025, the base salary shall be $42,325 (see Appendix B-2). Effective July 1, 2026, the base salary shall be $43,595 (see Appendix B-3).

3.02 EXPERIENCE CREDIT

A newly hired teacher must be granted a year of experience on the salary schedule for each full year of teaching experience or military service, to a maximum of five (5) years. Credit for years of experience beyond five (5) years shall be within the Board's discretion.

3.03 STRS PICK-UP (Salary Reduction Method)

A. The Board agrees to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teachers Retirement System will be paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be a percentage of the employee's gross annual compensation which equals the rate established by STRS as required employee contributions. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

   Payment of all paid leaves, sick leave, personal leave, and severance including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as basis (ex: gross pay divided by the number of days worked).

B. Each employee will be responsible for compliance with Internal Revenue salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary.

3.04 SALARY PAYMENT

All bargaining unit employees shall be paid in twenty-six (26) payments. Pay will be direct deposited every other Friday. In the event a pay day falls on a holiday, pay will be direct deposited in advance of Friday.

On occasion twenty-seven (27) payments may be implemented to prevent a three or four week lapse between payroll direct deposits. The WEA will receive advance notice of the necessity to utilize the twenty-seven (27) pay option.

3.05 EXTRACURRICULAR

All persons other than head coaches will start at a level commensurate with their experience in the area of specialization to a maximum of one-half (1/2) or the midpoint of the range. Head coaches will be placed on the extracurricular schedule at the discretion of the Board of Education.

The compensation for each position shall be based upon a percentage (see Appendix C) of $42,325 for the contract. Each eligible position will move one (1) percentage point automatically each year until the midpoint is reached. After the midpoint is reached, movement on the schedule will occur at the rate of one (1) percentage point for each three (3) years experience in a specific extracurricular position, since July 1, 1995. Merit and/or performance may cause a percentage increase after the midpoint is reached in which case a new three (3) year period will begin.

The high school athletic director and assistant athletic director shall confer with their respective principals in regards to evaluation of assignments when appropriate.

Extra duties will be paid per schedule. Pay will start with your first check and be divided by the twenty-six (26) pays.

Additional extracurricular positions may be requested during the school year if needs arise. The proper procedure would be requesting additional help to the building principal. The building principal will send the request and his recommendation to the Superintendent of schools. The Superintendent will then recommend to the Board of Education whether or not to add the position. If the Board's decision is negative, the assignment may be considered again through the negotiations procedure.

3.06 PAYROLL DEDUCTIONS

A. Payroll Deductions

Deductions from the regular salary will be the applicable taxes in accordance with the employee's claim for exemption and retirement. Hospitalization, savings bonds, association dues or fees, income protection insurance, savings account

deductions, annuities, mutual funds, and FCPE contributions can be deducted, if so directed, in writing, by the employee. If, for any reason, the Board fails to make a dues deduction for any employee, it shall make that deduction from the employee's next pay.

The Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the Employer is notified by the Association to cease deductions.

Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for ten (10) pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues, fees, and assessments on a schedule recommended by the Association Treasurer and approved by the District Treasurer.

All monies deducted for such purposes shall be transmitted to the Union in a timely manner. Accompanying each payment will be a complete listing of the names of the members for which a payroll deduction was made.

In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues from the employee's next pay, immediately following such notification.

3.07 ATTENDANCE INCENTIVE

Each bargaining unit member shall receive two hundred dollars ($200.00) if he/she uses less than one (1) day of sick leave during a semester. The payment shall be made at the time of the first pay period in the month following the end of the semester.

In addition to the above, each bargaining unit member shall receive one (1) day's pay if he/she uses one (1) day or less of sick leave during the contract year. The payment shall be made at the time of the first pay period in July and shall be based upon the bargaining unit member's daily rate of pay.

An employee shall lose his/her right to this attendance incentive if he/she uses any deduct days during a school year.

Each bargaining unit member shall receive two (2) days' pay if he/she uses zero (0) days of personal leave, sick leave and dock days during the contract year. The payment shall be made at the time of the first pay period in July and shall be based upon the bargaining unit member's daily rate of pay.

Payment for any days of unused personal leave will eliminate any balance of personal leave.

3.08 CURRICULUM WORK

Employees who participate in textbook selection committees, course of study revisions and/or preparation, and various other types of curriculum related work shall be compensated at the rate of thirty dollars ($30.00) per hour for all scheduled time worked on days which are not on the school calendar as required workdays (e.g., weekends, holidays, and summer) or beyond the regular workday. All work must be pre-approved by the Superintendent.

3.09 PAYMENT FOR COLLEGE REIMBURSEMENT

A teaching employee who earns college credit shall be reimbursed to a maximum of three hundred fifty dollars ($350.00) per semester hour (tuition only) or a maximum of two hundred dollars ($200.00) per quarter hour (tuition only). A maximum of nine (9) semester hours or fourteen (14) quarter hours may be applied for and encumbered during one calendar year. Hours reimbursed must be graduate hours and reflect an out-of-pocket expense to the employee. An "Application for Reimbursement for College Credit" must be submitted and approved by the Superintendent prior to the start of the scheduled class. Undergraduate course work in areas of educational need and/or subjects may be reimbursed at the discretion of the Superintendent.

Within two (2) weeks of providing evidence that the coursework has been satisfactorily completed and an official college transcript has been filed along with proof of payment in the Superintendent's office, payment will be made.

3.10 SEVERANCE PAY

The Willard Board of Education shall grant severance pay to all certified personnel under the following provisions:

1. The employee's effective date of retirement with the State Teachers Retirement System (STRS) has been substantiated, and the Willard City Board of Education has made the last payment in his/her name to STRS.

2. Employees shall receive severance pay based on twenty-five percent (25%) of accumulated sick days.

3. Payment will be based on the employee's rate of pay at the time of retirement from the Willard City Schools.

   In the event of the death of an employee who meets the qualifications of the STRS for retirement, the severance payment shall be paid to the employee's estate.

3.11 TRAVEL EXPENSE

Employees of the Board of Education shall be paid at the rate of sixty-seven cents ($0.67) per mile for travel expenses incurred while conducting school business authorized by the Superintendent.

3.12 TUTORS

Students may be tutored by bargaining unit members for academic credit if approved by the school principal and the Superintendent. If the bargaining unit member is tutoring, he/she will be paid at the rate listed in Appendix C, Extracurricular Salary Schedule. Such tutoring shall be instruction performed outside school hours.

Tutoring to help the student who is having difficulty in an academic subject is a matter between the parent and teacher.

Tutors for the above must be approved by the Superintendent. Tutors must be qualified and certified/licensed in the specific area.

3.13 MIGRANT SUMMER SCHOOL TEACHERS

Notification of openings for migrant summer school teachers will be made available to all district personnel annually.

Migrant summer school rate beginning in 2024:

The following step pay rate will be used to recognize the experience of the teacher in this program:

Years 0-5	$32.00
Years 6-10	$36.00
Years 11+	$40.00

The years must be consecutive to qualify for a higher rate based on experience. These rates are contingent on the continued receipt of state/federal migrant funding.

ARTICLE IV – INSURANCE PROGRAM

4.01 HOSPITALIZATION

Subject to the provisions of Section 4.05 below, the Willard Board of Education will provide for each eligible full-time member of the bargaining unit, hospitalization and major medical insurance, which includes an HUR/SOS $200.00 penalty. Each bargaining unit member will be provided single coverage if they so desire and meet the insurance carrier's term of eligibility. Family coverage will be provided only to those eligible bargaining unit members with dependents who do not have family coverage through their spouse. It is the responsibility of the bargaining unit member to contact the Superintendent or his designated representative if he/she wishes family coverage.

Employees may elect to receive twenty-five percent (25%) of the current single premium in lieu of participating in the hospitalization insurance program upon providing proof of other insurance coverage that is not through the Health Insurance Marketplace. Payment is to be made the first pay in July. Employees are not eligible for this payment in lieu if they are covered by insurance provided by the Board or any other member of the health insurance consortium of which the District is a member.

4.02 PRESCRIPTION INSURANCE

Subject to the provisions of Section 4.05 below, the Board will provide prescription insurance coverage for each member of the bargaining unit.

Employees may elect to receive twenty-five percent (25%) of the current single premium in lieu of participating in the prescription insurance program upon providing proof of other insurance coverage that is not through the Health Insurance Marketplace. Payment is to be made the first pay in July. Employees are not eligible for this payment in lieu if they are covered by insurance provided by the Board or any other member of the health insurance consortium of which the District is a member.

4.03 DENTAL INSURANCE

Subject to the provisions of Section 4.05 below, the Board shall provide family dental insurance for bargaining unit members.

4.04 VISION INSURANCE

Subject to the provisions of Section 4.05 below, the Board shall provide Vision insurance for bargaining unit members.

4.05 PAYMENT OF INSURANCE PREMIUMS

Effective July 1, 2023, the Board will pay eighty-seven percent (87%) per month and employees will pay thirteen percent (13%) per month for any premium costs. Effective July 1, 2025, the Board will pay eighty-six percent (86%) per month and employees will pay fourteen percent (14%) per month for any premium costs. Effective July 1, 2026, the Board will pay eighty-five percent (85%) per month and employees will pay fifteen percent (15%) per month for any premium costs.

Employees are encouraged to tax shelter all insurance premium payments via an employee-funded Section 125 Flexible Spending Account.

4.06 LIFE INSURANCE

The Board will provide each certified employee with a forty-five thousand dollar ($45,000.00) term life policy which includes accidental death and dismemberment.

4.07 OTHER INSURANCE PROVISIONS

Those certified/licensed employees who teach less than full time and who were employed after September 1, 1983, shall have the option of having all insurance paid on a prorated basis. Certified/licensed employees working less than half time will be charged seventy-five percent (75%) of premium of all insurance desired. Certified/licensed employees working less than full time will be charged fifty percent (50%) of premium of all insurance desired. Certified/licensed employees working less than full time, who are currently receiving insurance benefits equal to full-time employees, shall continue to receive said benefits on the same basis as regular full-time employees.

4.08 SECTION 125 ACCOUNT

A Section 125 Flexible Spending Account shall be available to each employee. Participation in such account shall be at the option of each individual employee. Participation shall be by payroll deduction, with all administrative and handling cost charged by the carrier being the responsibility of the employee(s). Full explanation of this program shall be the sole responsibility of the WEA.

4.09 OPTIONAL HDHP MEDICAL INSURANCE PLAN

The Board will offer two (2) optional HDHP Medical Insurance Plans. For those employees who choose either of these options the Board will contribute the following:

1. If the employee enrolls in the Minimum Value Medical Plan (MVMP) or the Premium Savings Optional Plan (PSOP) during the open enrollment period in 2024 the Board will pay the employee a bonus in the 2025 calendar year. Payments will be made on January 1, March 1, and November 1. The amount of the payments to be made is:

Insurance Plan	Single Plan	Family Plan
MVMP	$500/$500/$500	$1,500/$1,000/$1,000
PSOP	$250/$250/$250	$500/$500/$500

2. If the employee is enrolled in the Minimum Value Medical Plan or the Premium Savings Optional Plan for the 2026 calendar year, the Board will contribute the following amounts into a Health Reimbursement Account (HRA) in the employee's name. Contributions will be made on January 1, March 1, and November 1. The amount of the contributions to be made is:

Insurance Plan	Single Plan	Family Plan
MVMP	$500/$500/$500	$1,500/$1,000/$1,000
PSOP	$250/$250/$250	$500/$500/$500

3. If the employee is enrolled in the Minimum Value Medical Plan or the Premium Savings Optional Plan for the 2027 calendar year, the Board will contribute the following amounts into a Health Reimbursement Account (HRA) in the employee's name. Contributions will be made on January 1, March 1, and November 1. The amount of the contributions to be made is:

Insurance Plan	Single Plan	Family Plan
MVMP	$500/$500/$500	$1,500/$1,000/$1,000
PSOP	$250/$250/$250	$500/$500/$500

4. The employee must be enrolled in one of these qualifying plans at the time the payment is made to be eligible to receive any of the payments contained in paragraphs 1-3 (unless the employee has retired). If an employee is enrolled in one of these qualifying plans they must remain in the plan for the entire enrollment year.

5. The balance in an HRA may roll over from year to year but may never exceed the following amounts:

Insurance Plan	Single Plan	Family Plan
MVMP	$1,500	$7,000
PSOP	$750	$1,500

4.10 INSURANCE COMMITTEE

The Association and the Board agree to establish an Insurance Committee to determine if there are changes that should be considered to the insurance program for the next negotiations time period.

This Committee will also be responsible for studying any changes imposed by the state and the potential impact thereof.

The Association will select the Association representatives to this Committee and the Superintendent will select the Administrative representatives. There will be equal representation from the Association and the Administration.

4.11 HURON-ERIE SCHOOL EMPLOYEE INSURANCE ASSOCIATION (HESE) WORKING SPOUSE COVERAGE

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s).

This requirement does not apply to any spouse who:

- Works less than 20 hours per week and is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's, or retirement plan's group health insurance coverage and/or prescription drug insurance.

- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

ARTICLE V – ABSENCE/LEAVES

5.01 ASSAULT LEAVE

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover employees absent due to physical disability resulting from assault under the following conditions.

Any certified/licensed teacher who must be absent from his/her duties due to physical disability resulting from an assault while teaching or in school related activities, on or off school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of such absence. Assault shall be defined as an unlawful attempt to do bodily injury to a teacher. Before assault leave will be granted, the teacher shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration. The Superintendent shall review the statement and make any further investigation he/she deems advisable. Should the injury render the teacher incapable of performing his/her duties for a period of more than five (5) days, then a medical examination may be made by a physician selected by the Board of Education, at the expense of the Board of Education. Any injury that would be presumed to be of a permanent nature (at least twelve (12) months duration) would require the teacher to apply for disability retirement.

5.02 ASSOCIATION LEAVE

A. One (1) hour will be scheduled during the general staff meeting at the beginning of the school year for the Association to conduct business.

B. The Board shall provide the Association with an allowance of eight (8) absence days for the specific purpose of conducting Association business. Further, the Association may purchase an additional four (4) days at the substitute teacher pay rate in effect on date leave is taken plus the retirement costs to the Board based on said payment. Association leave shall be subject to the following conditions and provisions:

1. All expenses or costs beyond substitute pay for the annual allowance of days shall be the responsibility of the individual(s) and/or Association.

2. Request(s) for use of Association leave shall be submitted to the Superintendent on the Association leave form at least five (5) days in advance for approval and in order to obtain a substitute teacher. This request shall have the Association president's signature of approval before being submitted to the Superintendent.

3. Association leave shall be separate and apart from personal leave, professional leave, and extracurricular leave, and shall not be reflected in any individual personal accumulation. In the same respect, professional leave and extracurricular leave shall not be used for Association business or in lieu of Association leave.

5.03 EXTRACURRICULAR LEAVE

Extracurricular leave may be used in lieu of, but not in addition to, professional leave. All extracurricular persons may use two (2) days of professional leave for clinics of their choice and expenses will be paid by the Board of Education on the same basis as professional leave. Expenses for state tournaments will be paid by the athletic department governed by the approval of the high school principal. Substitute expense will be paid for by the Board of Education. Personal leave will be used by coaches. Expenses, with the exception of mileage, for the head coach will be paid for any tournament that involves a Willard student as a participant and absence will not be charged against professional or personal leave. Extracurricular leave must be requested and will be reimbursed the same as professional leave.

5.04 FAMILY AND MEDICAL LEAVE

The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act of 1993. All benefits guaranteed by the Act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.

Family and Medical Leave will be granted up to twelve (12) weeks in any continuous twelve (12) month period for the following reason(s):

1. Birth of a child
2. Adoption of a child or placement of a foster child
3. To provide care for a sick spouse, child (biological, adopted, or legal ward), or parent
4. To address the individual employee's own serious health condition

Definition of Serious Health Condition: An illness, injury, impairment, physical or mental condition that involves:

A. Inpatient care in a hospital, hospice, or residential medical facility
B. Continuing treatment by a health care provider

Providing the employee has worked twelve (12) months and at least 1,250 hours of compensated time in the prior year, hospitalization, prescription, dental, and life insurance benefits will be continued at the employee's current level. Failure to return to work will require the employee to pay back the premiums paid by the Board during the absence.

At least thirty (30) days notice, in the event of a "foreseeable" leave (example: childbirth) shall be submitted, in writing, to the Superintendent. If due to a family member or the employee's own serious health condition and "foreseeable" based on planned medical treatment, the employee shall give thirty (30) days notice or as soon as practical. The employee shall make all reasonable efforts to schedule treatment so as not to unduly disrupt operations of the district.

Leave may be taken "intermittently" or "reduced time" except for Number 1 and 2 above, when medically necessary. The employee may, however, be temporarily transferred to

an available alternate position with equivalent pay or benefits which may better serve the district during the recurring periods of leave.

When a husband and a wife are employed by the Willard City Schools, an aggregate level of leave shall commence and be limited to twelve (12) weeks in any continuous twelve (12) month period if leave is taken for childbirth, adoption of a child, or placement of a foster child.

A Family and Medical Leave Request form (3430.01F1) must be submitted to the Superintendent prior to the leave being granted. Family and medical leave is unpaid leave with previously defined benefits paid by the Board of Education for the duration of leave. The Board of Education may require certification by a physician.

Return to work rules following a family or medical leave shall be governed by the Family and Medical Leave Act of 1993.

Any alleged violation(s) of the Family and Medical Leave Act may be processed as a grievance utilizing the provisions contained herein; however, pursuit of such grievance shall not prevent an employee from otherwise enforcing his/her rights under FMLA as provided by law.

5.05 INJURY LEAVE

In the event of an injury to an employee in the course of duty, the injured employee shall elect whether:

1. to receive paid injury leave until workmen's compensation benefits begin
2. to receive sick leave.

The election, once made, shall not be changed. Injury leave shall not be charged to sick leave. As soon as practicable, the principal shall be notified. A written statement of all facts of the injury shall be submitted to the principal or immediate supervisor. If the employee received medical attention, a certificate from a licensed physician stating effect and duration shall be presented to the principal or immediate supervisor as soon as practicable. Injury leave cannot be accumulated.

5.06 MATERNITY/PARENTAL LEAVE

Leaves of absence, without pay, for maternity/paternity reasons shall be granted teachers, upon proper application, by the Board, subject to the restrictions stated herein as follows:

It is agreed that the teacher who becomes pregnant may continue to work provided that she is physically able and the rights of the pregnant employee will be pursuant to law. Further, the pregnant teacher wishing to take a leave of absence (child bearing) shall do so by written request.

The teacher wishing to take a leave of absence for the purpose of childcare shall request such leave within two (2) weeks of the date of birth of the child or of the date of adoption of the child. The Board shall approve leave of absence requests for childcare purposes for up to a maximum of one (1) year.

The teacher on leave of absence shall notify the Superintendent, in writing, of his/her intent to return to employment with the school district by March 1 of the school year previous to the school year he/she intends to return.

Upon receipt of notification from the teacher of intent to return to work at the conclusion of the leave, a determination shall be made by administration if a vacancy is available. In the absence of a vacancy, a teacher with less seniority may be released from employment.

While the teacher is on leave, there shall be no accrual of seniority.

5.07 PERSONAL LEAVE

A. Teachers shall be granted three (3) unrestricted days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. If any employee retires before December 31, the employee will be granted two (2) days of personal leave instead of three days. Should any employee retire after this date, said employee will receive all three (3) days of personal leave. No personal leave may be used during the first and last five (5) days of the school year. Exceptions may be granted at the discretion of the Superintendent, who will discuss and consider the circumstances in making his/her decision, upon the teacher's request.

B. Personal leave will not be deducted from sick leave.

C. Personal leave cannot be used for leave which would otherwise be available through sick leave. Misuse of personal leave will result in an appropriate deduct in pay. Teachers requesting personal leave on the day before or after district holiday or vacation break must comply with provisions 1 and 3 of Section D below even if the request is submitted prior to five (5) school days before the expected absence.

D. An employee must submit a written request to his/her principal (see Appendix D-1) for personal leave at least five (5) school days in advance of the taking of personal leave. The principal shall initial the request and forward to the Superintendent's office. All requests must be approved, in writing, by the Superintendent of schools or his designee.

   If five (5) school days advance notice is not given, the following shall apply:

   1. An explanation for the reason for the use of the personal day, and

   2. An explanation as to why five (5) school days notice was not given.

   3. Failure to provide the aforementioned explanations may constitute grounds for denial of the leave request.

E. Requests for personal leave may be limited as to use on a specific date by the following formula:

Assignment	Number of Teachers
Middle School/High School (6-12)	five (5)
Elementary (PK-5)	five (5)

Teachers who work on both sides of the building may use any of the available ten (10) openings. The Superintendent shall approve or deny the request on a first application for use basis. The Superintendent may increase at his/her discretion the number of approved leaves in the event of an emergency.

5.08 PERSONAL LEAVE CONVERSION AND/OR CARRYOVER

A. A teacher may carry over one (1) unused personal day per contract year up to a maximum of two (2) carry-over personal days. These carry-over days added to the three (3) personal days granted on a yearly basis will give the employee a potential maximum of four (4) personal days. (See Appendix D-2)

B. A teacher may choose the option A from above or he/she may choose one of the following options:

1. Convert two (2) unused personal leave days to sick leave.

2. Carry over one (1) unused personal leave day to the next school year as personal leave and convert one (1) unused personal leave day to sick leave.

Each teacher will be responsible for notifying the Treasurer's office with regard to options 1 and 2 by the last teacher workday. If the teacher does not notify the Board by the last teacher workday, the leave will be carried over as per Section A.

The potential maximum for personal leave accumulation remains at four (4). Sick leave may be accumulated to the maximum permitted by this Agreement.

5.09 PROFESSIONAL LEAVE/CONFERENCES

Employees will be granted three (3) days to attend at least one (1) academic or two (2) extracurricular professional meetings that contribute to the educational program or extracurricular program. Teachers may request professional training to cover the costs of online courses and other non-traditional academic/professional meetings. One course/ meeting equals one day of professional leave. There will be no reimbursement for meals or mileage for an on-line course. A written request should be submitted well enough in advance to allow the principal to secure a qualified substitute, if necessary. Final approval of all requests will be made by the Superintendent. If any request is denied, a written reason will be noted on the request form.

Reimbursement will be made for expenses upon presentation to the Treasurer of the appropriate receipts and forms for all expenses. Meals, lodging, registration, mileage, and parking are allowable expenses as follows:

a) Lodging expense is not to exceed ninety dollars ($90.00) for a single occupancy; one hundred ten dollars ($110.00) for a double occupancy; and one hundred twenty-five dollars ($125.00) for a triple occupancy.

b) Meals will be reimbursed to a maximum of forty dollars ($40.00) per day when attending an all-day conference. When attending a conference that lasts less than a full day, meals will be reimbursed up to a maximum of twenty dollars ($20.00).

c) Transportation mileage shall be reimbursed at the rate of sixty-seven cents ($0.67) per mile, to a maximum of one hundred dollars ($100.00).

d) Registration fee will be limited to two hundred dollars ($200.00).

Professional meetings include national, state, regional, district education meetings and/or workshops, and visitations. Extent of professional leave will be governed by each year's appropriation and budget. Substitute teachers will be paid by the Board of Education for all professional meetings approved.

Each teacher may be given time during the school year to observe teaching methods and procedures. These assignments shall be made under the guidance and direction of the principal and Superintendent.

A written report of the professional day shall be made to the principal and Superintendent before expenses will be paid.

Each teacher may use one (1) night lodging, and if no expenses are requested for the next day, then only one (1) day professional leave will be charged. Additional nights' lodging must have prior approval of the Superintendent. No overnight trips will be approved unless necessary to attend the conference.

5.10 REASONS FOR LEAVE OF ABSENCE

School employees may, with the approval of the Board of Education, secure a leave of absence for the following reasons:

1. Personal Illness
2. Disability
3. Educational or Professional Advancement
4. Maternity
5. Military Service (as provided in ORC 3319.14)
6. Child Care (including adoption)

A leave of absence for illness or disability will require a signed statement from the attending physician stating approximately the length of the absence.

Any approved unpaid leave, except family and medical leave, of more than ten (10) calendar days, will require the employee to begin paying for hospitalization, prescription, and dental benefits on a monthly basis. Providing that a leave is a "COBRA" qualifying event, the employee may make application to the insurance carrier to maintain medical benefits.

5.11 SICK LEAVE (Bereavement included)

A. Each full-time bargaining unit member shall receive one and one-fourth (1-1/4) days sick leave per month of service, or a total of fifteen (15) days per year. All

new employees without prior sick leave from another Ohio school district shall be granted five (5) days of sick leave credit with the effective date of their contracts. Sick leave shall accumulate for members of the bargaining unit to a maximum of two hundred sixty (260) days.

B. New bargaining unit members shall receive credit for sick leave previously accumulated in any elementary or secondary school chartered by the State Department of Education including licensed parochial schools or similar institutions or public agencies in Ohio. It will be the responsibility of the individual to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.

C. Sick leave hours may be used to cover personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, medical appointments, and illness in the immediate family. Employee's immediate family for this policy shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, or other persons who have assumed similar positions regardless of residence.

D. Bereavement information: Sick leave hours may be used to cover a death in the immediate family. Employee's immediate family for this policy shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, or other persons who have assumed similar positions regardless of residence.

Should a situation arise where the above definition does not include any individual for whom an employee wishes bereavement leave, he/she may request leave approval from the Superintendent.

5.12 ADOPTION LEAVE

A bargaining unit member adopting a child may be granted up to six (6) weeks of paid sick leave from accumulated sick leave. Additional unpaid leave may be available under FMLA (Family Medical Leave Act).

ARTICLE VI – EMPLOYMENT PRACTICES

6.01 MENTOR TEACHER PROGRAMS/RESIDENT EDUCATOR PROGRAM

A. Lead Mentor

A bargaining unit member or administrator employed by the District who does not perform evaluations of any current Resident Educators, designated by the Superintendent with input from the Association, who is responsible for managing the District's Resident Educator Program. The final authority for appointing the Lead Mentor rests with the Superintendent.

Responsibilities and qualifications will be based on rules, regulations and guidelines established by ODE and the Ohio Revised Code. The Lead Mentor must have completed all training required by ODE to serve as a Resident Educator Mentor. The Lead Mentor will work with principals to assign a Mentor for each Resident Educator.

The Lead Mentor will meet with each Resident Educator Mentor and Resident Educator once every three (3) weeks after the student day throughout the school year. Each meeting will last approximately thirty (30) minutes. The first ten (10) minutes of the meeting will be with the Resident Educators and the Resident Educator Mentors. Building administrators may join the meeting following the first ten (10) minutes.

The Lead Mentor will be a bargaining unit member. He/she will be issued a supplemental contract with a pay range of 16%-25% of the supplemental base salary. If there are no Resident Educators in a given school year, then no supplemental contract will be awarded. If there is no bargaining unit member who accepts the position of Lead Mentor, the Superintendent may appoint an administrator to the position.

B. Resident Educator Mentor

Resident Educator Mentors will be issued a supplemental contract in the pay range of 5%-10% of the supplemental base salary for the entire school year. The position will consist of two (2) six (6) month periods of July 1 through December 31 and January 1 through June 30. The supplemental pay will be prorated for each of the two (2) six (6) month periods. One (1) extended day will be given to each Resident Educator and his/her Mentor during each six (6) month period. All required training that must be conducted outside the school day will be through the use of extended days. Each Resident Educator and his/her Mentor will receive one full day of release time each grading period to be used for observations and collaboration related to the Resident Educator program. The release days for a Resident Educator and his/her mentor do not necessarily have to coincide. Any additional release days must be approved by the building principal.

6.02 NON-RENEWAL OF LIMITED CONTRACTS

A. The non-renewal of a limited contract of a bargaining unit member who has taught in the district for five (5) or more years shall be pursuant to the following procedure:

1. Prior to the non-renewal of a bargaining unit member's contract who has taught in the district for five (5) or more years, the affected individual shall be advised by the evaluating administrator of the deficiencies forming the grounds of the administrator's recommendation for non-renewal. The bargaining unit member shall be given a reasonable opportunity to correct such performance prior to non-renewal of his/her contract.

2. When the Superintendent intends to recommend the non-renewal of an employee's limited contract, the employee shall be given a written statement describing the circumstances that led to the Superintendent's recommendation at least ten (10) days, of which a minimum of three (3) shall be school days, prior to any official Board action being taken upon the Superintendent's recommendation.

3. An employee who is notified that his/her contract will be recommended for non-renewal shall have the right to request, through the Superintendent, a meeting with the Board of Education. Such meeting shall occur prior to Board action on the Superintendent's recommendation of non-renewal. At this meeting, the employee shall be entitled to Association representation.

4. Neither the Superintendent's recommendation nor the Board's action to non-renew shall be without just cause.

5. Notice of the Board's intent to non-renew the limited contract of a bargaining unit member shall be provided in writing by June 1 either by personal service upon the teacher or by certified mail, return receipt requested, or by regular mail with a certificate of mailing.

6. The non-renewal of a limited contract shall be subject to the grievance procedure and such grievance shall be filed at Step 4 of the grievance procedure. The grievant shall be entitled to immediate reinstatement/re-employment under the appropriate contract if there is any violation of the procedures contained herein or if the non-renewal was without just cause.

7. The procedures outlined above supersede the procedures set forth in ORC 3319.11 specifically as they pertain to the non-renewal of limited contracts.

B. For teachers who have taught in the district for less than four (4) years, the non-renewal of a limited contract shall be governed by the procedures set forth in ORC 3319.11.

C. Supplemental contracts are excluded from the provisions of this section.

6.03 REDUCTION IN FORCE

A reasonable reduction of instructional staff members may be made in the event that a reduction becomes necessary as a result of a decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, or lack of funds. When such reduction is deemed necessary, the reduction will be made in accordance with the following provisions:

1. Prior to proceeding with an anticipated staff reduction, the Association president shall be notified by the Superintendent of schools of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all bargaining unit members.

2. The seniority list shall be prepared by listing all teachers according to continuous service in the district within all areas of certification/licensure. Those on continuing contract shall be listed first according to continuous service in the district; then those on limited contracts shall be listed by continuous service in the district. The list shall include the date of initial employment (continuous) for each employee. Teachers using any Board-approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave, i.e., a leave of absence shall not break an employee's continuous employment. If ties occur in seniority, regarding years of service, the teacher with the earliest date of board action to employ will be considered most senior. If ties still remain, the ties will be broken by the flip of a coin if and when such becomes necessary in order to implement a staff reduction.

3. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so, i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign or by not replacing individuals who are non-renewed. If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. Within each teaching field affected the teacher with the lowest rating on his/her evaluation will be the teacher whose contract is suspended. If two (2) or more teachers have comparable evaluations, layoff will occur in reverse order of seniority. Any reduction in force shall proceed using the following procedures and criteria.

    a. Bargaining unit members shall be placed in one (1) of four (4) groups for the purpose of a reduction in force.

        i. Group One shall be comprised of all members who have not received a final summative evaluation rating in the District;

        ii. Group Two shall be comprised of all members who were rated Ineffective on their evaluation using the calculation set forth below;

        iii. Group Three shall be comprised of all members who were rated Developing on their evaluation using the calculation set forth below;

        iv. Group Four shall be comprised of all members who were rated Skilled or Accomplished on their evaluation using the calculation set forth below.

b. Any reduction in force shall begin with members in Group One, followed by Group Two, then Group Three, and then Group Four.

c. The teacher's final summative rating will be used to determine into which group the teacher is placed. Teachers shall be placed in Groups Two through Four based upon an average of the three (3) most recent summative ratings calculated as follows:

i. Ratings of Accomplished shall equal four (4) points;

ii. Ratings of Skilled shall equal three (3) points;

iii. Ratings of Developing shall equal two (2) points;

iv. Ratings of Ineffective shall equal one (1) point.

d. The sum of the teacher's most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. (If the number ends with less than 0.5 it will round down and if the number ends with 0.5 or greater it will round up.) The teacher shall then be placed in the appropriate Group based on his/her average rating.

i. Teachers who are rated Accomplished and who are not evaluated every year, shall be deemed to be Accomplished for the years in which they are not evaluated.

ii. Teachers who are rated Skilled and who are not evaluated every year, shall be deemed to be Skilled for the years in which they are not evaluated.

iii. Teachers who have fewer than three (3) years of evaluations (excluding those rated Accomplished and Skilled as described above) will receive zero (0) points for those years for which they have no evaluation rating.

e. The order of reductions within each Group shall be:

i. Members under limited contracts beginning with the least senior; and then,

ii. Members under continuing contracts beginning with the least senior.

iii. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations. Evaluation ratings within the same Group will be considered comparable with each other.

4. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in reverse order of layoff, if and when

teaching positions become vacant or are created for which any of such teachers are or become qualified. After restoration of teachers with continuing contracts, those on limited contracts shall also be restored in the manner described above. Restoration rights for teachers whose limited contracts were suspended shall commence upon the effective date of suspension and shall continue through the next three (3) full school years, unless removed from the recall list as stated below. For teachers with continuing contracts, restoration rights shall continue until the teacher is returned to a teaching position or removed from the recall list as stated below.

5. A teacher whose contract is suspended shall be placed on a recall list stating years of continuous service to the district, subject(s) certified/licensed to teach, and type of contract held prior to suspension. A teacher on the recall list shall be offered a contract for a position for which he/she is certificated/licensed (or can become certificated/licensed) as positions become available and in inverse order - last discharged, first recalled. No teacher new to the district will be employed until all properly certificated/licensed teachers on the recall list have been offered a contract for a vacant position. The refusal of a recall to a part-time position shall not result in the teacher being removed from the recall list, unless the teacher was employed part-time prior to the layoff. A refusal of a recall to a full-time position shall result in a teacher being removed from the recall list. Recall notices shall be sent to the last address on file with the Board. Teachers shall be responsible for updating the Board on any change of address.

6. Insurance coverages provided to the certified/licensed staff may be continued by the teacher whose contract has been suspended under this provision, at his/her own cost, for the time period required by federal law.

6.04 LAYOFF

Reductions in force that are effectuated by financial reasons shall be subject to arbitration using the services of the American Arbitration Association.

The Board or bargaining unit may choose to use the expedited arbitration service of the American Arbitration Association. The party choosing to use the expedited service shall be responsible for the additional expense of said service.

6.05 TEACHER CONTRACTS/CONTINUING CONTRACTS

A. As a general rule, a teacher new to the system will be given a one-year limited contract and upon a satisfactory completion of the year's work, a second limited contract of one (1) to three (3) years may be granted to a qualified degree teacher. Part-time teachers will receive one (1) year contracts.

B. Eligibility for and the granting of continuing contracts shall be governed by Revised Code Section 3319.11, except as noted herein. If a teacher becomes eligible for a continuing contract in the year his/her limited contract expires, or if a teacher becomes eligible for a continuing contract during the term of a multi-year contract, he/she may request consideration for a continuing contract. In both cases the following procedure shall be followed:

1. The teacher is required to inform the Treasurer in writing of his/her request to be considered for a continuing contract no later than September 1 of the year he/she wishes to be considered for a continuing contract. The Treasurer will take the necessary actions to notify the immediate supervisor (for evaluation purposes) and the Superintendent.

2. The teacher must submit a valid certificate or other appropriate verification to the Superintendent by March 1 of the year in which the teacher is requesting consideration for a continuing contract.

3. The Board of Education, prior to June 1, shall at a regular meeting consider on individual merit the teacher's request.

4. If the Board rejects the request or fails to take action on the request, it shall be based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s). If the teacher is not granted a continuing contract, the teacher will receive a one-year contract for the next school year, unless non-renewal proceedings were properly instigated during the contract year in question.

C. Teachers who are not to be re-employed shall be notified in writing on or before June 1. If a teacher does not desire re-employment, he/she should notify the Board, in writing, at the earliest possible date, preferably not later than May 31. Final deadline is July 10.

D. Notice of annual salary will be given by the Treasurer no later than July 1.

6.06 FBI / BCII (BACKGROUND) CHECK

Any current licensed professional staff member shall be required to undergo a criminal record check upon renewal of any license, certificate, or permit. In the case of a professional staff member holding a permanent teaching certificate, such criminal background check shall occur no less than every five (5) years on or before September 5 of the fifth year.

Bargaining unit employees will be responsible for a total of twenty dollars ($20.00) for the combined cost of the BCI / FBI checks. The Willard Board of Education is responsible for the remaining costs associated with the background check.

6.07 TEACHER EVALUATION

A. Evaluation Procedure Defined

The evaluation procedure established in this agreement shall conform to the framework for the holistic evaluation cycle of teachers developed pursuant to Section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a holistic evaluation based on the walkthrough(s), observation(s), and other components required by the Ohio Revised Code to be used in the teacher evaluation procedure.

B. Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To improve instruction.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To inform employment decisions of teachers.

C. Application

The teacher evaluation procedure contained in this agreement applies to the following employees in the District:

1. Teachers working under a license issued under Chapter 3319 of the Revised Code or working under a professional or permanent certificate issued under former Section 3319.222 of the Revised Code.

2. The evaluation of other bargaining unit personnel will comply with the same procedures and documents except without the high-quality student data component.

D. Schedule for Evaluation

1. Each teacher shall be evaluated at least once each school year.

2. Each evaluation shall consist of at least two (2) formal observations and at least two (2) classroom walkthroughs.

3. The evaluation shall be completed no later than the first (1st) day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May.

4. Notwithstanding paragraph 1, the Board may evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this article once every three school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that must relate to the Evaluation Rubric, and the evaluator determines that the teacher is making progress on that plan. In that case, the triennial evaluation shall be completed by the first (1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year. In any year that a teacher is not formally evaluated pursuant to this Article as a result of receiving a rating of Accomplished on the teacher's most recent evaluation, an individual qualified to evaluate a teacher under Article 6.07(I)

shall conduct at least one formal observation of the teacher and hold at least one conference with the teacher.

5. Notwithstanding paragraph 1, the Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation conducted under this article once every two school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher and the evaluator determines that the teacher is making progress on that plan. In that case, the biennial evaluation shall be completed by the first (1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year. In any year that a teacher is not formally evaluated pursuant to this Article as a result of receiving a rating of Skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher under Article 6.07(I) shall conduct at least one formal observation of the teacher and hold at least one conference with the teacher.

6. Notwithstanding paragraph 1, the Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

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

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

7. Notwithstanding the foregoing, teachers in their first three (3) years of employment with the Board will be evaluated each year. Nothing contained herein shall affect the Board's ability to evaluate a teacher in accordance with Article 6.07(F)(1)(b) or those teachers who have requested consideration for a continuing contract under 6.05(B).

E. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument, Appendix E, of this contract.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

F. Observations

1. Schedule of Observations

   a. A minimum of two (2) formal observations, at least fifteen (15) school days apart, shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) minutes. A teacher shall receive written documentation/feedback after the

completion of each formal observation. Such documentation shall be supplied within five (5) school days.

b. If the Board has entered into a limited contract or extended limited contract with the teacher pursuant to Section 3319.11 of the Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to reemploy the teacher pursuant to ORC 3319.11. Any member in the final year of a limited contract or extended limited contract shall be observed three (3) times with at least fifteen (15) school days between the observations.

c. A teacher may request a formal observation at any time in addition to those required by this procedure which may then be held.

2. Observation Conference

a. The initial formal observation may be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. Subsequent observations may be preceded by a conference.

b. A post-observation conference shall be held within five (5) school days after each formal observation.

c. The teacher shall have the right to provide additional information during the post-conference in order to clarify any issue that could impact the observation. The evaluator will consider any relevant information in order to determine if any changes are appropriate.

G. Walkthroughs

1. An informal observation/classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

2. An informal observation/classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

3. All teachers benefit from informal classroom observations. Informal observations should not last more than 10 minutes. All walkthroughs

should include written documentation returned to the teacher in a timely manner.

4. Informal classroom observations should be consistent and frequent. Evaluators should make an effort to observe teachers at varying times of the day and/or instructional period.

5. Although there may be no predetermined focus established (because of no preconference), the evaluator will find a focus based on the instruction, events, or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow-up observations.

6. Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing and the teacher will be provided an opportunity to submit written comments on the observation form. The evaluator may also offer resources to help teachers refine their practice.

7. Teachers may identify instructional periods for the evaluator to observe as a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

8. Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Accuracy is essential to ensure the credibility of the process and the evaluator.

H. Finalization of Evaluation

1. Written Report

Before the evaluation cycle is final, and no later than May 10, a copy of the performance rubric and formal written evaluation report shall be given to the teacher and a conference may be held between the teacher and the evaluator upon request.

2. Completion of Evaluation Process

a. The holistic evaluation cycle of a teacher shall use high-quality student data and performance that is assessed during the walkthroughs and observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation will be placed in the teacher's personnel file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

b. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be

placed in the teacher's personnel file. A copy, signed by both parties, may be retained by the teacher.

I. Evaluators

1. An evaluator must be a credentialed person listed in R.C. 3319.111(D).

2. The person who is responsible for assessing a teacher's performance shall be:

   a. Generally a District administrator or an ESC employee contracted by the District who is working in the District.

   b. In the event a teacher performs work under the supervision of more than one supervisor, one evaluator shall be designated.

J. Evaluation Committee

1. A committee will be established to recommend any modifications to the evaluation procedure contained in the negotiated agreement, to develop a list of acceptable high-quality student data measures, and to develop and implement training that the committee deems necessary. The committee will address the school counselor issues where necessary.

2. The committee shall be comprised of three (3) Association members appointed by the Association President and three (3) administrators appointed by the Superintendent.

3. The committee will establish the ground rules by which it will operate.

4. An update on OTES will be provided by the committee prior to October 1 when changes have been made to the framework.

6.08 SCHOOL COUNSELOR EVALUATION

A. The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.

2. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

B. Evaluator Qualifications and Roles

In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

C. Criteria for Counselor Evaluation

1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric, as published by ODE.

2. All monitoring or observation of the work performance of a counselor, when deemed appropriate, shall be conducted openly and with the full knowledge of the counselor.

3. All results and conclusions of a counselor evaluation must be documented and supported by evidence.

D. Evaluation Process

1. No school counselor shall be subject to more than one (1) evaluation cycle per school year.

2. The final summative evaluation shall be completed no later than the first (1st) day of May, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.

3. The Board of Education may evaluate a counselor receiving a rating of "Accomplished" once every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

4. The Board of Education may evaluate a counselor receiving a rating of "Skilled" once every two (2) years as long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

5. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of Accomplished or Skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor and hold one (1) post-observation conference with the counselor. And, at the request of the counselor, one (1) formal observation pre-conference will also be held. The formal observation process shall be held in compliance with the provisions of this Contract.

6. Notwithstanding the foregoing, counselors in their first three (3) years of employment with the Board will be evaluated each year. Likewise, every counselor in the final year of a limited contract and every counselor who has requested consideration for a continuing contract will be evaluated.

E. Informal Observations

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented on the

form produced by ODE and will focus on one (1) or more of the following components:

- Comprehensive School Counseling Program Plan
- Direct Services for Academic, Career and Social/Emotional Development
- Indirect Services: Partnerships and Referrals
- Evaluation and Data
- Leadership and Advocacy
- Professional Responsibility, Knowledge and Growth

2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

3. The counselor shall be provided a copy of the informal observation form, within five (5) working days of the observation, including all anecdotal documents relative to the walkthrough.

F. Formal Observations

1. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between September 1 and April 30. There will be a minimum of fifteen (15) school days between the first two (2) formal observations.

2. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

3. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to division (B), (C)(3), (D), or (E) of that section.

4. If requested by the counselor, each formal observation may be preceded by a conference between the evaluator and the counselor, in order for the counselor to explain the plans and objectives for the work situation to be observed.

5. A post-observation conference shall be held no more than five (5) working days following the observation. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance.

6. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.

7. A counselor may request a formal observation at any time in addition to those required by this procedure.

G. Finalization of the Evaluation Cycle

1. Each evaluation will result in a final summative rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.

2. Before the evaluation is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

3. The final summative evaluation shall be an accurate reflection of all informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor.

4. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file.

H. Professional Growth Plans

1. Counselors with a summative evaluation rating of Accomplished will develop a self-directed professional growth plan, for the next school year.

2. Counselors with a summative evaluation rating of Skilled or Developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next school year. Counselors with a Developing rating will have their professional growth plan approved by their evaluator.

3. Professional growth plans for a school year shall be developed not later than September 1 of each school year and shall be one academic year in duration.

4. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.

I. Professional Improvement Plans

1. A professional improvement plan is a clearly articulated assistance program used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

2. The professional improvement plan shall include:

   a. Specific measurable performance expectations, resources and assistance to be provided; and,

   b. A desired level of performance that is expected and a reasonable time period to correct deficiencies; and,

   c. Professional Development opportunities that will be provided by the Board, upon approval of the Superintendent.

3. Improvement plans for the next school year shall be developed not later than September 1 of each school year and shall be one (1) academic year in duration.

J. Professional Development

1. Annually the Board may provide professional development and financial resources to continue and accelerate each counselor's professional growth and improvement and to provide support to counselors who are placed on a Professional Improvement Plan.

2. An update on the evaluation will be provided by the Evaluation Committee when changes have been made to the evaluation framework.

K. The Association and the Board shall bargain all items materially impacting the terms and conditions of employment for the Ohio School Counselor Evaluation System in accordance with the rules set forth in Ohio Revised Code 4117.

6.09 TEACHER TRANSFER

A. Voluntary Transfer (Teacher Initiated)

1. All members of the bargaining unit shall have the opportunity to apply for newly created, certified/licensed positions and/or existing job openings.

2. These positions shall be provided by list to all members of the bargaining unit monthly during the school year. If a vacancy occurs during the summer months when time is a critical factor in filling vacancies, the Superintendent shall notify directly by mail and/or telephone service all employed staff that are certified/licensed for the position that is vacant or that is anticipated to be vacant. Notification shall also be made to the Association president.

3. The list/notification so provided will specify for each position:

   a. the grade level and/or subject area
   b. any known salary differentials
   c. building

   It is recognized that all building assignments are tentative and that a change in building specifications will entitle the teacher to withdraw his/her application.

4. Applications for positions must be submitted to the Superintendent of schools within five (5) school days.

5. The final decision on teacher assignment rests with the Superintendent of schools.

B. Necessary Transfers

1. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent of schools, and being notified, in writing, at the earliest possible time before the effective date of transfer.

2. A teacher transferred because a position is closed may file a written request to return to that position if it is reopened.

3. When involuntary transfers are made, teachers affected shall receive notice of open positions. Such teachers may submit a written request listing, in order of preference, those open positions to which they feel they possess the necessary certification/licensure and qualifications and to which they would like to be transferred.

4. A teacher subject to involuntary transfer shall be placed in another teaching position.

5. The final decision on teacher assignments rests with the Superintendent of schools.

6.10 PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing

education units, and/or other equivalent activities. In addition, the LPDC shall be responsible for scheduling, planning, and providing appropriate professional development activities for certificated/licensed employees. Such activities shall be in keeping with the mission statement of the school district and the needs of the teachers and students. The LPDC shall have no authority to alter the terms of this Collective Bargaining Agreement nor any individual's employment contracts.

B. Term of Office

The term of office for members serving on the Committee shall be two (2) years. Terms shall be staggered. One-half (1/2) of the initial appointments shall be for three (3) years to facilitate the staggered terms.

C. Committee Composition and Selection

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

   three (3) teachers
   two (2) administrators.

2. The teacher members shall be appointed by the WEA president. The administrator members shall be appointed by the Superintendent.

3. In the event of a vacancy, the Committee member shall be replaced in accordance with 2 above.

D. Committee Guidelines

The LPDC shall be responsible for establishing the guidelines by which the Committee is to function. These guidelines should include, but not necessarily be limited to, the following:

1. A set of bylaws governing its operation, subject to statute and provisions herein. Decisions shall be made by majority vote of the Committee members present and voting, including the selection of the chairperson.

2. The criteria that will be used to determine whether or not an Individual Professional Development Plan (IPDP) will be approved, as well as the procedures for assessing the extent to which a staff member's IPDP has been accomplished.

E. Training

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

2. LPDC training for Committee members shall constitute appropriate "equivalent activities" for purposes of the Committee members own individual development plans if they so decide by majority vote.

F. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

2. Each teacher member shall be paid thirty dollars ($30.00) per hour for up to forty (40) hours annually for committee work performed outside the regular workday or work year.

G. Appeals Process

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

6.11 PROFESSIONAL CONDUCT

The Association and the Board agree that all employees should exhibit appropriate conduct in accordance with established policies of the Willard City Schools. Should disciplinary measures be necessary, employees are guaranteed the following procedural rights. These measures are designed to encourage appropriate conduct and ensure that staff members adhere to the standards established by the Willard Board of Education, as well as to provide due process rights for teachers.

All disciplinary actions will be conducted in a fair and consistent manner. Nothing herein shall preclude the Administration from issuing more than one (1) warning or written reprimand. Based upon the severity of the situation, deviation from the procedural order may be warranted. Disputes over application of these procedures shall be subject to the negotiated grievance procedure.

Step One: NOTIFICATION — Written notification of the problem with expected corrective action. Appropriate administrative help will be offered. This warning is to be written by the building principal with a copy being issued to the teacher and a copy provided to the Superintendent. A copy will be placed in the employee's personnel file.

Step Two: REPRIMAND — A written reprimand shall be made by the building principal. It shall include a copy of previous warning(s) and corrective action to be taken. Appropriate administrative help will be offered. A copy will be issued to the teacher and a copy provided to the Superintendent. A copy will be placed in the employee's personnel file.

Step Three: SUSPENSION — A one (1) day suspension from work with or without a corresponding loss of pay may be given by the Superintendent. Copies of the written notice shall be provided to the building principal, placed in the employee's

personnel file, and to the Treasurer of the Board of Education.

Step Four: SUSPENSION — A three (3) day suspension from work with or without a corresponding loss of pay may be given by the Superintendent. Copies of the written notice shall be provided to the building principal, placed in the employee's personnel file, and to the Treasurer of the Board of Education.

DUE PROCESS FOR SUSPENSION

Due process for suspensions shall consist of the following:

1. Written notification of the nature of the offense;
2. Opportunity for the teacher to have a conference with the building principal (if applicable);
3. Opportunity for a just cause hearing before the Superintendent;
4. Right of representation at such hearing by an individual of his/her choice;
5. Written disposition by the Superintendent within five (5) workdays of the date of the conference.
6. Written appeal by the teacher to meet with the Board within seven (7) days of the written disposition of the Superintendent; and
7. Meeting with the Board within thirty (30) days of written appeal. The Board shall have the authority to modify or vacate the Superintendent's disposition. All hearings related to suspensions shall be in executive session.

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After three (3) years, a warning or written reprimand on file shall not be the basis of future disciplinary action provided there has been no reoccurrence of the offense in the subsequent three (3) years.

6.12 REHIRE OF RETIRED TEACHERS

A. A retiree, with ten (10) or more years of service in a public, private, or parochial school accredited by the State of Ohio and public school experience accredited by a State Department of Education, shall be paid at the ten-year salary step level of the BS column. A retiree with less than ten (10) years of service in a public, private, or parochial school accredited by the State of Ohio and public school experience accredited by a State Department of Education, shall be paid at the actual salary step level of experience of the BS column and will advance up to ten (10) years. The retiree will not advance past ten (10) years on the salary schedule based on additional years of service or additional training so long as employed by the Board. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be prorated based upon a full workday.

B. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required.

Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board.

The parties specifically waive all rights for such employees pursuant to ORC §§3319.11 and 3319.111. Other provisions of the Negotiated Agreement and ORC §3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the Superintendent's discretion.

C. A retiree shall accumulate and may use sick leave but shall not be entitled to severance pay upon conclusion of employment as a retiree. The district may advance a re-employed teacher up to five (5) days sick leave.

D. A retiree is entitled to participate in insurances provided to bargaining unit members only by paying the full cost of such insurances.

E. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force.

F. The Board and the Association expressly intend that this article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to, terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.

G. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree.

ARTICLE VII – WORKING CONDITIONS

7.01 ACADEMIC FREEDOM

A. Academic Freedom will be guaranteed to professional staff members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation and interpretation of facts which stress the interplay of ideas. The professional staff member is responsible for exercising his/her judgment in selection of educational methodology and/or selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.

B. The private life of a professional staff member is not within the appropriate concern or attention of the Board except as it may directly prevent the professional staff member from properly performing his/her assigned functions.

C. Each teacher is the final authority in evaluating students in his/her charge with respect to grades. It is understood that all grading and evaluating of students must comply with all relevant Board policy and with the Administrative policies and procedures as stated in the teacher's handbook of the respective buildings.

A change of any student's grade, either in an individual grading period or final grade, without the teacher's written consent, will occur only if it is demonstrated that the grade was given to the teacher and shall include, in writing, the reason(s) for the change.

If the teacher objects to said change, he/she shall appeal the change to the building principal. If still not satisfied, the teacher may appeal to the Board of Education through its designee, the Superintendent of schools.

The final resolution is the responsibility of the Superintendent of schools. The Superintendent shall notify, in writing, the building principal and teacher of his/her decision and shall give written reason(s) for the decision.

Any grievance(s) regarding Section 7.01, subsection C, is restricted to procedural compliance.

Any issues/complaints regarding Section 7.01, subsection A, shall be restricted to consideration by the Labor Management Committee. The issue/complaint shall be presented to the Labor Management Committee for discussion and final resolution.

7.02 ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Inasmuch as the Association is recognized as the sole organization representing the teachers, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.

B. The Board therefore authorizes the Association the following rights as the only representative of the certified/licensed staff.

1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use Board owned equipment including computers, calculators, duplicating equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies, such as paper, will be supplied by the Association. If Board supplies are used, the Association shall notify the Board of such use, and shall reimburse the Board accordingly. The Association shall pay for damage to equipment which occurs during Association use, except for damage from normal wear and tear.

3. To use the school internet, email system and the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars.

4. To use bulletin boards in teacher lounges or workrooms to disseminate information to teachers.

5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be paid by the Association through use of credit cards or collect calls. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

6. All employees shall be provided one (1) copy of the teacher personnel directory.

7. The Board shall provide the Association with the name(s), address(es), and telephone number(s) of newly hired certified/licensed staff, providing the newly hired employee agrees. The Association may participate in the new teacher orientation program.

8. The Association president shall receive a copy of the Board agenda.

The Association shall receive a copy of the Board's record of proceedings.

The Association shall have on-line access to existing policies and all subsequent updates.

C. New Bargaining Unit Member Orientation

The District shall provide an annual orientation for all newly hired bargaining unit members.

1. Scheduling of Orientation

The District shall provide notice to the Association President of the date, time, and location of all bargaining unit member orientations.

2. Association Time

The Association shall be provided not less than thirty (30) minutes of time to communicate with bargaining unit members at each new bargaining unit member orientation. All non-bargaining unit members shall excuse themselves during this portion of the orientation.

7.03 CLASS SIZE

A. It is recognized by the Association and the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to the following maximums for class size:

K - 2	24 students
3 - 4	26 students
5 - 6	28 students
7 - 12	30 students

B. If a class exceeds the maximum, a teacher may request a meeting of the Class Size Committee, which will consist of the building principal, the teacher, and an Association representative. The Committee will make a recommendation to the Superintendent, who will act on the recommendation.

C. Should the class size exceed the above stated limits, the Superintendent may take one (1) of the following actions:

1. assign a daily voluntary community aide

2. assign a daily educational aide

NOTE: Times to be set by the Superintendent with the amount of time increasing in proportion to the number of students in excess of the above maximum.

D. Prior to the implementation of "inclusion" the parties shall meet to discuss the effects of such implementation.

E. Administrative action may be taken when two or more non-English speaking students are in a grade level. The grade level teacher(s) and building principal will make a recommendation to the Superintendent, who may act on the recommendation.

7.04 EMPLOYEES RIGHT OF ACCESS TO PERSONNEL FILES

All employees shall have the right of access to their personnel file compiled by the school district upon request to the Superintendent. As provided by law, each employee shall have the right to question items placed there by the school district.

7.05 INFORMATION

Upon request, the following information will be furnished to the WEA president:

1. Salary grid of all employees represented by the WEA.

2. Class Size Data:

   a. actual for each semester
   b. projections - when prepared

3. New Employee List (address and building assignment)

4. Sick Leave Data

5. Personal Leave Data

6. July Tax Budget

7. Annual Appropriations

8. Year-end Treasurer's Report by Detailed Fund/Function/Object Number

9. Monthly Treasurer's Report - Same format as above

10. SM-1 and SM-2's

11. Amended Certificates of Estimated Resources

12. Membership Data

7.06 SCHOOL CALENDAR

The following procedure will be followed in the adoption of the school calendar:

1. A Calendar Committee will be established by either the Board of Education, the Association, or both parties to develop calendars in January of each school year.

2. The establishment of the Committee shall be by mutual agreement of both parties.

3. The Committee will submit to the Superintendent the proposed calendars for review and to be typed into format.

4. Any necessary changes brought about by the Superintendent's review will be directed to the Committee for modification.

5. The Association will submit the calendars for a vote and direct the results to the Superintendent.

6. Any changes in the adopted calendar shall, when practicable, be made after consultation with the president of WEA.

7. Any days made up as a result of ORC 3319.08 (after the first five (5) calamity days), in order to meet the teacher school year set forth in Article 7.10, will be made up according to an ordered list of dates provided at the time of the calendar adoption. The decision whether to use online learning days to make-up a

maximum of three (3) days after the first five (5) calamity days will be made each year. Any days made up through the use of online learning days will count toward the teachers' school year set forth in Article 7.10.

8. Adoption of an official school calendar shall be at the discretion of the Board of Education.

7.07 TEACHING HOURS/WORKDAY

A. Teachers shall be on duty in accordance with the school calendar.

Teachers having supplemental contract for extended service shall work such additional days as are required by such contracts.

B. The normal school day shall be seven and one-half (7-1/2) continuous hours, including a lunch period of no less than thirty (30) consecutive minutes.

C. Applicable state minimum standards regarding teachers non-pupil contact time or periods shall be observed by the Board. Each full-time secondary and junior high teacher shall be provided a daily conference period equal to at least forty-five (45) minutes in length during the actual teaching day.

Full-time elementary teachers shall have two hundred (200) minutes of conference time each week including specials.

D. Teachers assigned to substitute using any of the conference time referred to in paragraph C above are entitled to compensation at the rate of thirty ($30.00) dollars per period. Teachers that volunteer to substitute shall not receive additional compensation. For purposes of this provision, a period shall equal forty-five (45) minutes. The thirty dollar ($30.00) rate will be prorated if more or less than a period.

E. Teachers shall not lose any salary on days school is closed due to inclement weather or public utility curtailment. However, such days as are designated for make-up days due to the closing of schools shall not call for additional compensation excepting only to the extent that total days of duty for a teacher may not exceed that provided in his/her contract and/or the applicable school calendar except as otherwise provided by law.

F. In the absence of the regular teacher, a qualified substitute teacher will be obtained whenever practicable.

7.08 CLASSROOM INCLUSION AND IEPS

A. A special education teacher must be involved in the development and revisions of, and must sign, any IEP for which he/she is to be held responsible.

B. At least one (1) regular education teacher should be involved in the development and revisions of each student's IEP. Regular education teachers shall be invited on a voluntary basis but shall not be required to attend IEP conferences outside

the workday. It is understood that the terms of the IEP must be followed by all teachers who provide services to such students.

C. No bargaining unit member who is not a certificated/licensed school nurse shall be required to administer medication or to perform medical or custodial care services. Bargaining unit members may administer first aid as is appropriate.

D. Teachers who service any student(s) whose education is directed by an IEP or a Section 504 Plan shall be notified prior to the first day of school of the students' name(s) and required classroom modifications. Teachers of students newly enrolled shall be notified as soon as possible.

The determination of the size of classes shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision.

7.09 LABOR MANAGEMENT COMMITTEE

The Board and the Association, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies have formed a Labor-Management Committee (LMC).

At the start of each school year the Association president and the Superintendent shall establish a schedule of regular Labor Management Committee meetings. Additional meetings may be scheduled at the request of either party.

A tentative agenda for each meeting shall be jointly prepared by the Association president and the Superintendent. These meetings shall not be used to adjust grievances, alter terms of this agreement or an individual's employment contract, nor to abridge management rights.

Chairmanship of the meetings shall alternate between the parties.

Minutes shall be prepared for each meeting of the Labor Management Committee and shall be distributed to all administrators, Board members, and bargaining unit members.

7.10 TEACHER SCHOOL YEAR

The teacher school year shall consist of 183 days, to be divided as follows:

178	student instruction
2	parent-teacher conferences (or equivalent)
3	meetings and in-service
183	total

1. As long as the calculation/definition of the minimum school year (ORC 3313.48 as of 7/1/2024) does not change, the Association President may propose to the Superintendent that either three (3) two-hour delays or one (1) uninterrupted teacher workday be designated on the calendar. If the Association President chooses the one (1) uninterrupted teacher workday, it will be designated as a black

out date on which personal leave cannot be used. This calendar addition must be approved by the Superintendent. The Association President will provide these dates to the Superintendent prior to the start of the school year and they can only be used on a regular school day. As with all calendar changes, the final approval rests with the Board.

7.11 SCHOOL IMPROVEMENT COMMITTEE

Any school Improvement Committee that is created as a result of the implementation of ESEA shall consist of teachers on a voluntary basis, an administrator from each building, and the Superintendent or his/her designee. Decisions of the Committee will be made by consensus and no SIP will be implemented without the mutual agreement of the WEA and the Superintendent. Compensation for work on the Committee will follow the guidelines set forth under the Professional Development Committee.

7.12 VIRTUAL LEARNING ACADEMY

A. Teachers providing Virtual Learning Academy (VLA) services are required to be qualified/certified to teach in the grade/subject area that s/he will supervise.

B. VLA assignments will be offered to the "teacher of record" first. If the teacher of record declines the assignment, the assignment will be posted for five (5) calendar days. The assignment will be offered to other teachers, in order of seniority, from among those teachers who respond to the posting.

C. Once a teacher has been assigned two (2) students, any additional students must first be offered to other teachers, in order of seniority, before any teacher may be assigned more than two (2) students. There will be no reduction in the employment status of teachers because of the implementation of the VLA.

D. Certified teachers who work with students who are approved for VLA will be paid a flat fee of fifty dollars ($50.00) for their agreement to work with a student if the student participates in VLA and the teacher works with the student in VLA. In addition, these teachers will be paid ten dollars ($10) for each lesson that they grade. Once a teacher agrees to act in this capacity, they would be required to complete all of the lessons required for the course/program.

E. VLA instructors will submit a student completion report which will indicate the number of assignments completed by the student, in order to receive compensation. By way of example: student completed 18/18 lessons or student completed 32/36 lessons.

7.13 DRESS CODE

Dress should reflect a level of professionalism which enhances the learning climate of the building. It is important that a teacher's dress sets a tone and helps to establish the teacher as a role model for students. Thus, overly casual dress will be prohibited.

Some teaching positions may dictate the style of dress. For example, physical education teachers are permitted to wear clothing conducive to the teaching of physical activity.

Exceptions can be made for "dress down days," fundraising activities, and special events as deemed by the Principal.

7.14 PRE-EMPLOYMENT DRUG TESTING

The Board may implement pre-employment drug testing for illegal substances. The cost of the program shall be borne by the Board. Testing will be conducted by a state-approved, certified, and licensed drug testing company.

ARTICLE VIII – DURATION AND EFFECT OF AGREEMENT

8.01 CONTRARY TO LAW PROVISION

A. Except as specifically set forth in Section 4117.10 (A) of the Ohio Revised Code, this contract supersedes and prevails over all statutes of the State of Ohio and all policies, rules, and regulations of the Board and/or Administration. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be null and void, but all other provisions of this contract shall remain in full force and effect. Within thirty (30) workdays, the parties shall meet to negotiate a replacement provision for any declared to be unlawful. To be valid, a replacement provision must be properly ratified and signed by each party.

B. If, during the term of this agreement, there is a change in any applicable state or federal law, including changes brought about through the implementation of ESEA, or valid rule or regulation adopted by a federal agency or a 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) days by demand of either party.

C. If the parties cannot reach agreement with regard to 8.01 (B), either party may request the outstanding issues arising from changes noted in 8.01 (B) be presented for fact finding using the services of the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB). If the Fact Finding Report is rejected by either party, the parties will continue with the Dispute Resolution Procedure as outlined in Article I (1.06 [H]).

8.02 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

8.03 DURATION OF AGREEMENT

All provisions of this agreement, unless specifically indicated otherwise, shall become effective July 1, 2024, and shall remain in full force and effect through June 30, 2027, both dates inclusive.

WILLARD EDUCATION ASSOCIATION OEA/NEA

PRESIDENT DATE

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

AGENT OF RECORD FOR SERB

WILLARD BOARD OF EDUCATION

BOARD PRESIDENT DATE

SUPERINTENDENT

TREASURER

GRIEVANCE REPORT FORM

_____ _____
Date of Occurrence Informal Discussion Date

LEVEL ONE

Submit to immediate supervisor after five (5) school days have elapsed since an informal discussion with supervisor.

Aggrieved Person(s): _____ Building_____

Date submitted to immediate supervisor:_____ 20_____

STATEMENT OF GRIEVANCE
(Include section of contract violated)

GRIEVANCE RELIEF SOUGHT
(To be completed by grievant)

_____
Signature of Aggrieved Person(s)

****

_____
Date of Formal Meeting

REPLY TO LEVEL ONE GRIEVANCE
(To be returned to grievant within five (5) school days after formal meeting with grievant.)

RESPONSE OF SUPERVISOR AND REASONS THEREFORE

_____ _____ 20_____
Signature (Supervisor) Date of Disposition

Aggrieved Response (Check One)

_____Decision Accepted
_____Decision to be Advanced
_____Deadline Expired

_____
Signature of Aggrieved Person(s)

_____ 20_____
Date of Disposition

GRIEVANCE REPORT FORM

LEVEL TWO

Submit to Superintendent within five (5) school days after receiving disposition notice of Level One.

Aggrieved Person(s):_____ Building_____

Date submitted to Superintendent:_____ 20_____

STATEMENT OF GRIEVANCE
(Include section of contract violated)

GRIEVANCE RELIEF SOUGHT
(To be completed by grievant)

_____
Signature of Aggrieved Person(s)

****

REPLY TO LEVEL TWO GRIEVANCE

(To be returned to grievant within five (5) school days after formal meeting with grievant.)

_____ _____ 20_____
Superintendent Date of Disposition

_____ 20_____
Notification to Bargaining Agent

Aggrieved Response (Check One)

_____Decision Accepted
_____Decision to be Advanced
_____Deadline Expired

_____
Signature of Aggrieved Person(s)

_____ 20_____
Date of Disposition

GRIEVANCE REPORT FORM

LEVEL THREE

To be placed on the agenda of the next regularly scheduled Board of Education meeting.

Aggrieved Person(s):_____ Building_____

STATEMENT OF GRIEVANCE
(Include section of contract violated)

GRIEVANCE RELIEF SOUGHT
(To be completed by grievant)

_____
Signature of Aggrieved Person(s)

****

NOTE: The aggrieved person(s) shall have the right to be represented at the Board of Education meeting by counsel and/or by a representative of his/her employee organization. If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at the completion of Level Three, the grievance may, within ten (10) school days, be submitted to the American Arbitration Association for binding arbitration.

DECISION OF THE BOARD OF EDUCATION

Date of Hearing_____ 20_____

Date of Final Disposition of Grievance_____ 20_____

Decision of Board of Education and Reasons Therefore:

_____
Signature, President, Board of Education
Willard City Schools

****

NOTE: The Superintendent shall submit copies of the final disposition of this grievance to the aggrieved, principal, Willard Education Association, Willard Board of Education, and a copy retained by the Superintendent.

WILLARD CITY SCHOOL DISTRICT
2024-2025 SALARY SCHEDULE

	B.S.	150 hours B.S.+12	B.S.+24	M.A.	M.A.+15	M.A.+30
Step 0	$40,993	$42,633	$44,273	$45,913	$47,552	$49,191
Step 1	$42,633	$44,273	$45,913	$47,552	$49,191	$51,242
Step 2	$44,273	$45,913	$47,552	$49,191	$51,242	$53,291
Step 3	$45,913	$47,552	$49,191	$51,242	$53,291	$55,340
Step 4	$47,552	$49,191	$51,242	$53,291	$55,340	$57,390
Step 5	$49,191	$51,242	$53,291	$55,340	$57,390	$59,440
Step 6	$51,242	$53,291	$55,340	$57,390	$59,440	$61,489
Step 7	$53,291	$55,340	$57,390	$59,440	$61,489	$63,539
Step 8	$55,340	$57,390	$59,440	$61,489	$63,539	$65,590
Step 9	$57,390	$59,440	$61,489	$63,539	$65,590	$67,639
Step 10	$59,440	$61,489	$63,539	$65,590	$67,639	$69,689
Step 11	$61,489	$63,539	$65,590	$67,639	$69,689	$71,739
Step 12	$63,539	$65,590	$67,639	$69,689	$71,739	$73,788
Step 13	$65,590	$67,639	$69,689	$71,739	$73,788	$75,838
Step 14	$67,639	$69,689	$71,739	$73,788	$75,838	$77,887
Step 16	$69,689	$71,739	$73,788	$75,838	$77,887	$79,937
Step 18	$71,739	$73,788	$75,838	$77,887	$79,937	$81,986
Step 20	$73,788	$75,838	$77,887	$79,937	$81,986	$84,036
Step 24	$74,788	$76,838	$78,887	$80,937	$82,986	$85,036
Step 26	$75,788	$77,838	$79,887	$81,937	$83,986	$86,036
Step 28	$76,788	$78,838	$80,887	$82,937	$84,986	$87,036
Step 30	$77,788	$79,838	$81,887	$83,937	$85,986	$88,036

$1,000 added to Step 20 to create Step 24
$1,000 added to Step 24 to create Step 26
$1,000 added to Step 26 to create Step 28
$1,000 added to Step 28 to create Step 30
All hours past degree must be graduate hours.

WILLARD CITY SCHOOL DISTRICT
2025-2026 SALARY SCHEDULE

	B.S.	150 hours B.S.+12	B.S.+24	M.A.	M.A.+15	M.A.+30
Step 0	$42,325	$44,019	$45,712	$47,405	$49,097	$50,790
Step 1	$44,019	$45,712	$47,405	$49,097	$50,790	$52,907
Step 2	$45,712	$47,405	$49,097	$50,790	$52,907	$55,023
Step 3	$47,405	$49,097	$50,790	$52,907	$55,023	$57,139
Step 4	$49,097	$50,790	$52,907	$55,023	$57,139	$59,255
Step 5	$50,790	$52,907	$55,023	$57,139	$59,255	$61,372
Step 6	$52,907	$55,023	$57,139	$59,255	$61,372	$63,487
Step 7	$55,023	$57,139	$59,255	$61,372	$63,487	$65,604
Step 8	$57,139	$59,255	$61,372	$63,487	$65,604	$67,722
Step 9	$59,255	$61,372	$63,487	$65,604	$67,722	$69,837
Step 10	$61,372	$63,487	$65,604	$67,722	$69,837	$71,954
Step 11	$63,487	$65,604	$67,722	$69,837	$71,954	$74,071
Step 12	$65,604	$67,722	$69,837	$71,954	$74,071	$76,186
Step 13	$67,722	$69,837	$71,954	$74,071	$76,186	$78,303
Step 14	$69,837	$71,954	$74,071	$76,186	$78,303	$80,418
Step 16	$71,954	$74,071	$76,186	$78,303	$80,418	$82,535
Step 18	$74,071	$76,186	$78,303	$80,418	$82,535	$84,651
Step 20	$76,186	$78,303	$80,418	$82,535	$84,651	$86,767
Step 24	$77,186	$79,303	$81,408	$83,535	$85,651	$87,767
Step 26	$78,186	$80,303	$82,408	$84,535	$86,651	$88,767
Step 28	$79,186	$81,303	$83,408	$85,535	$87,651	$89,767
Step 30	$80,186	$82,303	$84,408	$86,535	$88,651	$90,767

$1,000 added to Step 20 to create Step 24
$1,000 added to Step 24 to create Step 26
$1,000 added to Step 26 to create Step 28
$1,000 added to Step 28 to create Step 30
All hours past degree must be graduate hours.

WILLARD CITY SCHOOL DISTRICT
2026-2027 SALARY SCHEDULE

	B.S.	150 hours B.S.+12	B.S.+24	M.A.	M.A.+15	M.A.+30
Step 0	$43,595	$45,340	$47,083	$48,827	$50,570	$52,314
Step 1	$45,340	$47,083	$48,827	$50,570	$52,314	$54,494
Step 2	$47,083	$48,827	$50,570	$52,314	$54,494	$56,674
Step 3	$48,827	$50,570	$52,314	$54,494	$56,674	$58,853
Step 4	$50,570	$52,314	$54,494	$56,674	$58,853	$61,033
Step 5	$52,314	$54,494	$56,674	$58,853	$61,033	$63,213
Step 6	$54,494	$56,674	$58,853	$61,033	$63,213	$65,392
Step 7	$56,674	$58,853	$61,033	$63,213	$65,392	$67,572
Step 8	$58,853	$61,033	$63,213	$65,392	$67,572	$69,754
Step 9	$61,033	$63,213	$65,392	$67,572	$69,754	$71,932
Step 10	$63,213	$65,392	$67,572	$69,754	$71,932	$74,113
Step 11	$65,392	$67,572	$69,754	$71,932	$74,113	$76,293
Step 12	$67,572	$69,754	$71,932	$74,113	$76,293	$78,472
Step 13	$69,754	$71,932	$74,113	$76,293	$78,472	$80,652
Step 14	$71,932	$74,113	$76,293	$78,472	$80,652	$82,831
Step 16	$74,113	$76,293	$78,472	$80,652	$82,831	$85,011
Step 18	$76,293	$78,472	$80,652	$82,831	$85,011	$87,191
Step 20	$78,472	$80,652	$82,831	$85,011	$87,191	$89,370
Step 24	$79,472	$81,652	$83,831	$86,011	$88,191	$90,370
Step 26	$80,472	$82,652	$84,831	$87,011	$89,191	$91,370
Step 28	$81,472	$83,652	$85,831	$88,011	$90,191	$92,370
Step 30	$82,472	$84,652	$86,831	$89,011	$91,191	$93,370

$1,000 added to Step 20 to create Step 24
$1,000 added to Step 24 to create Step 26
$1,000 added to Step 26 to create Step 28
$1,000 added to Step 28 to create Step 30
All hours past degree must be graduate hours.

The Board will reimburse any teacher who obtains their CDL for the cost of obtaining the license if they drive a bus for the District for at least thirty (30) hours/year. The District will also pay any teacher who obtains their CDL $1,000 in the second year that they drive at least thirty (30) hours/year as a substitute bus driver for the District. These payments are in addition to any compensation earned as a substitute bus driver. The employee must be employed by the Board at the time payments are made to be eligible to receive the payments set forth herein.

WILLARD CITY SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE
Note: All computed on base of $42,325

ATHLETICS	**(RANGE)**
Athletic Director	22- 25
Assistant Athletic Director	12- 15
Athletic Trainer	1- 8
Head Football Coach	16- 25
Assistant (4)	9- 18
Freshman (3)	7- 16
Middle School	6- 15
Assistant (2)	5- 14
Head Basketball Coach	16- 25
Assistant (2)	9- 18
Freshman	7- 16
8th Grade	6- 15
7th Grade	6- 15
Head Track Coach	11- 20
Assistant (4)	6- 15
Middle School	6- 15
Assistant (4)	4- 13
Track Meet Attendant	0.5
Head Wrestling Coach	13- 22
Assistant	7- 16
Middle School (2)	5- 14
Head Baseball Coach	10- 19
Assistant (2)	6- 15
Golf Coach Boys	7- 16
Golf Coach Girls	7- 16
Head Cross Country Coach	7- 16
Assistant	4- 13

	(RANGE)
Head Tennis Coach	7- 16
Assistant	4- 13
Head Swimming Coach	7- 16
Assistant	4- 13
Fall Head Cheerleader Advisor	5- 14
Fall Assistant	3- 12
Fall Middle School	3- 12
Winter Head Cheerleader Advisor	5- 14
Winter Assistant	3- 12
Winter Middle School	3- 12
Head Volleyball Coach	16- 25
Assistant	9- 18
Middle School (2)	6- 15
Head Softball Coach	10- 19
Assistant (2)	6- 15

FINE ARTS

Instrumental Director	11- 20
Assistant	7- 16
High School/Middle School Vocal	9- 18
Elementary Vocal	5- 7
Orchestra Director	9- 18
Majorette Instructor	1- 4
Flag Instructor	4- 7
Theatre Director	9- 18
Assistant	5- 14
Art Club Advisor	2
Middle School Art Club	2
Elementary School Art Club	2

	(RANGE)
SCHOLASTIC	
Academic Challenge Advisor	
High School (2)	6- 15
Middle School (2)	4- 6
Power of Pen (2)	2
Middle School Newspaper	3
Annual Director (Yearbook) (2)	5- 14
Middle School Yearbook	4
General Service	2
Class Advisors	
Freshman	2
Sophomore	2
Junior (2)	4
Senior (2)	4
Student Council	
High School (2)	4
Middle School	4
National Honor Society (HS)	4
Building Head	7- 12
K-12 Grade Level Team Leaders and Specials	
K, 1, 2, 3, 4, 5, Specials	4
6, 7, 8, Extra, Specials	4
9, 10, 11, 12, Specials	4
Lead Mentor	16%-25%
Resident Educator Mentor	5%-10%
Mentor Teacher	$200.00
FFA Advisor	11
Tutor	$30.00/hour
Esports (2)	5 - 7

*If a person is not able to work a game and arranges for a substitute to work the game for them, the substitute will be paid through payroll.
Payment for a supplemental position is contingent on performance of the job duties of the supplemental position.

APPENDIX D-1

CERTIFIED/LICENSED STAFF MEMBER — PREPARE IN DUPLICATE

PERSONAL LEAVE FORM

WILLARD CITY SCHOOLS
WILLARD, OHIO

Date of Request_____

I request _____ days of personal leave to be granted on _____

I hereby certify that these matters cannot be conducted at times other than during my regularly scheduled workday. This leave would not otherwise be available through sick leave. Misuse of personal leave will result in an appropriate deduct in pay.

If this request extends a vacation/holiday and/or is requested less than five (5) school days in advance of the date the leave is requested, please provide explanation below. Other personal leave requests do not require explanation.

No personal leave may be used during the first and last five (5) days of the school year. Exceptions may be granted at the discretion of the Superintendent.

_____
Signature of Employee

_____
Signature of Principal

_____
Superintendent

_____
Date

Approved_____

Disapproved_____

APPENDIX D-2

PERSONAL LEAVE CONVERSION AND/OR CARRYOVER FORM

WILLARD CITY SCHOOLS
WILLARD, OHIO

Choose one of the options below. Submit this completed and signed form to Cyndi Shoup, Treasurer. Failure to complete this form might result in personal days being accumulated according to Section 5.08 A.

_____ I wish to convert two unused personal leave days into two sick days.

_____ I wish to convert one unused personal leave day into one sick day.

_____ I wish to roll over one personal day to accumulate a total of four personal days for the next school year.

_____ I have two personal leave days left at the end of the school year. I elect to carry one over to a personal day for a total of four days and convert one to a sick day.

Teacher's Name _____ Date_____
Please Print Legibly

Signature_____

APPENDIX E

The OTES 2.0 model shall be the evaluation instrument and forms approved and provided by the Ohio Department of Education. The Board of Education shall utilize OhioES for all evaluations for teachers evaluated pursuant to Article 6.07.

APPENDIX F

PROFESSIONAL DEVELOPMENT HOURS
VERIFICATION FORM

Teacher's Name_____

Building Assignment_____

I have completed the following professional development activity:

Title:_____

Location:_____

Length (hours):_____

Signature:_____

Date:_____

Principal's signature (if required **)_____

Teachers shall forward one (1) copy of this completed form to the building principal and retain one (1) copy for the teacher's own records.

** If the activity does not apply to the teacher's subject area or approved IPDP, the building principal's signature is also required, in advance of attending the activity.

For verification of activities not sponsored by the Board, attach statement or certificate of completion, or submit with presenter's signature below.

****

I verify that_____ completed the above-named activity and that the length of the program was _____ hours.

Presenter's Signature:

Date:_____

MEDICAL MUTUAL

Huron-Erie School Employee Insurance Association Ideal Plan(Non-Grandfathered)

SuperMed PPO MEDICAL

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$500 / $1,000	$500 / $1,000
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$500 / $1,000	$1,000 / $2,000
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	$1,000 / $2,000	$1,500 / $3,000
Maximum Coinsurance Out-of-Pocket (COOP)[7] (Including deductible, coinsurance out-of-pocket maximum and copays) – Single/Family Effective 01/01/14	$1,000 / $2,000	$1,500 / $3,000
Physician/Office Services		
Office Visit (Illness/Injury)[2,7]	$20 copay, then 100%	$20 copay, then 80%
Urgent Care Office Visit[2,7]	$20 copay, then 100%	$20 copay, then 80%
Preventive Services		
Preventive Services, In accordance with federal law[6]	100%	80% after deductible
Routine Physical Exams	100%	$20 copay, then 80%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	$20 copay, then 80%
Routine Mammogram (One per benefit period)	100%	80% not subject to deductible
Routine Pap Test (One per benefit period)	100%	80% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	80% not subject to deductible
Routine Endoscopies	100%	80% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	80% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room[3, 7]	$75 copay, then 100%	
Non-Emergency use of an Emergency Rm[4,7]	$75 copay, then 90%	$75 copay, then 80%

HESE / Ideal Plan / Non-Grandfathered / COOP

Benefits	Network	Non-Network
Inpatient Facility		
Room, Board, Private Room, Semi-Private Room (including Ancillaries) (365 days per inpatient benefit period)	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (Two Stays available for each benefit period) (365 days)	80% after deductible	60% after deductible
Human Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance - air if medically necessary	80% after deductible	
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice Services	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on how we pay for medical services.	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment not subject to the annual deductible.

Deductible and coinsurance expenses incurred for service by a non-network provider will also apply to the network deductible and out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting Facility/Provider will pay the same As In-Network

Benefits will be determined based on usual, customary and reasonable charges and administrative procedures.

This document provides a partial listing of benefits. Check your benefit booklet or insurance certificate or other evidence of coverage issued by Medical Mutual for a complete listing of benefits and the limitations and conditions (including cost sharing) that may apply. To obtain a benefit booklet or other evidence of coverage, you may call Medical Mutual's Customer Service Department at 1-800-362-2255 or visit Medical Mutual's website at www.medmutual.com.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered charges for covered services will always be based on the lesser of: your provider's billed charge or Medical Mutual's negotiated rate with the provider.

"Maximum family deductible: Amount of deductible for the entire family. "Deductible applies: Deductible must be met before copay applies. "Then the visit copay applies to the cost of the office visit only. "Copay waived if admitted: The copay applies to room charges only. All other covered charges are not subject to deductible. "Copay waived if admitted: The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance. "Annual hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 60 consecutive days. "Preventive services: Includes well-care services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act. "COOP – Coinsurance Out of Pocket Maximum – After deductible is met, copays will accumulate to coinsurance limits. Once coinsurance maximum has been met, all network services will pay at 100%.

HESB / Ideal Plan / Non-Grandfathered / COOP

Letter of Concurrence
By And Between
The Willard Board of Education
And
The Willard Education Association OEA/NEA

This Letter of Concurrence is entered into this 18th day of May 2009.

WHEREAS, the Willard Education Association and the Willard Board of Education mutually agree that parent/teacher contact concerning student performance is an essential part of a quality education experience; and

WHEREAS, the Board and Association agree that timely reporting of student performance is a key factor in fostering parental support for student achievement; and

WHEREAS, the Board and Association agree that Internet posting of student grades, while a valuable tool for communication with parents, raises questions of student privacy and teacher/District liability;

NOW, THEREFORE, the WEA and the Willard Board of Education mutually agree to support and/or encourage the following:

1. The Board and the Association agree to require all teachers to post grades using the appropriate grading system (i.e., "progress book") to the Internet/computer system in a timely manner.

2. The Board and Association agree that communication with parents is vital. It is suggested that teachers communicate to parents, situations that may occur that would hinder grades being posted in a timely manner.

3. The Board and the Association agree that persons other than the classroom teacher will not share grading information with parents, or other persons authorized to access such information, which is not currently and/or normally available online for parental access.

4. The Board will make every effort to notify parents that grading information available online may not be current due to various mitigating circumstances.

5. The Board and the Association acknowledge that access to PIN is an issue of privacy. Teachers will not have access to parental PINs and cannot be held responsible for loss, theft, or unauthorized distribution of said numbers.

NOTES

8.03 DURATION OF AGREEMENT

All provisions of this agreement, unless specifically indicated otherwise, shall become effective July 1, 2024, and shall remain in full force and effect through June 30, 2027, both dates inclusive.

WILLARD EDUCATION ASSOCIATION OEA/NEA **WILLARD BOARD OF EDUCATION**

Michelle Caplinger 08-29-24
PRESIDENT DATE

Marsha Dandroff 8-30-24
BOARD PRESIDENT DATE

Steven E. Hall
NEGOTIATIONS TEAM MEMBER

SUPERINTENDENT

NEGOTIATIONS TEAM MEMBER

Cynthia Stroup
TREASURER

NEGOTIATIONS TEAM MEMBER

AGENT OF RECORD FOR SERB