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Contract

Between The

West Geauga Board of Education

And The

West Geauga Education Association

Terms of Contract

July 1, 2024
to
June 30, 2027

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ARTICLE I – RECOGNITION

A. RECOGNITION

The West Geauga Board of Education, hereinafter referred to as "Board", recognizes the West Geauga Education Association/Ohio Education Association (OEA)/National Education Association (NEA), hereinafter referred to as "Association", as the sole and exclusive teacher representative for all members of the bargaining unit.

B. DEFINITION OF THE BARGAINING UNIT

The bargaining unit shall consist of all teachers recognized to be certificated and/or licensed and employed by the Board. "Teacher" shall mean any person professionally employed to work in a regular, consistent assignment that does not require an administrative or supervisory certificate and/or license under Ohio law, excluding school psychologists. Teacher shall also include the following bargaining unit positions: Licensed Practical Nurse; Medical Assistant; Mathematics Coach/Instructor; and Literacy Coach/ Instructors.

C. CHANGE OF RECOGNITION

A change in recognition for successor Contracts shall be in accordance with Chapter 4117, Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. OPENING NEGOTIATIONS

Negotiations between the Board and the Association for a successor Contract shall begin on or about February 1st of the final year of this Contract. Between January 15th and January 31st of that year, the President of the Association shall contact the Superintendent of Schools to establish a date, place, and time to meet. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association's President and the Superintendent.

B. TEAMS

1. The Board's negotiating team shall consist of a maximum of six (6) members and two (2) observers. The Association's team shall consist of a maximum of six (6) members and two (2) observers appointed by the recognized teacher organization. Each team may also have a consultant/attorney.

2. Any team member, including the spokesperson, may be changed at any time, so long as the team size does not exceed the maximum number. No other person may attend these negotiations, except by mutual agreement.

C. SCOPE OF NEGOTIATIONS

The scope of negotiations shall be determined by the Ohio Collective Bargaining Law (O.R.C. 4117).

D. BARGAINING PROCEDURES

1. At the first meeting, a mutual exchange of proposals shall occur. Thereafter, no additional items may be added to the proposals unless mutually agreed upon.

2. During the course of negotiations, items tentatively agreed to shall be reduced to writing, signed, by the spokesperson for each negotiating team, and set aside. No item shall be considered finally accepted until all items have been resolved and acted upon by the Board and the Association.

3. All negotiations shall be held during times mutually agreed upon and shall continue for a period of sixty (60) days or until the parties agree upon a Master Contract, whichever occurs first. After sixty (60) days, either party may request a mediator. Each after school session shall not exceed three (3) hours unless by mutual consent, or unless directed otherwise by the mediator per Article II., F. below. The first two days of negotiations shall be held during the school day.

4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiations session be recessed until a later time.

5. Either team may declare a recess when it appears that meaningful progress cannot be attained at that time. A recess can begin only after mutual agreement on the time and place for the continuation of the negotiating session, except when a team calls a recess expressly because it reasonably believes the team make-ups are not compatible to productive bargaining. In such a case there is no requirement for the teams to meet throughout the remainder of the first sixty (60) day period. After sixty (60) days, meetings, recesses, and caucuses shall be subject to the mediator's authority.

6. Before the close of each meeting, the date and time of the next necessary meeting shall be established. It is agreed that weekly sessions scheduled in advance are most desirable.

7. Periodic oral or written news releases may be issued during negotiations provided that any such releases shall have prior approval of the participants. However, progress reports may be made to the Board by its team and to the Association by its team at any time. Each team has the responsibility to caution their respective membership relative to breaches of confidentiality of the current negotiations.

E. AGREEMENT

1. When total agreement is reached by the negotiating teams, all initialed tentative language shall be compiled in Contract form. The final copy shall contain all terms of the Contract and the effective date of the Contract.

2. Both teams shall recommend the agreed upon package to their respective constituencies, unless it is indicated in advance that it will not be recommended.

3. The negotiated Contract shall first be submitted to the Association for ratification. When the Association ratifies the Contract, its President shall affix his/her signature. The Association shall give three (3) days of notice to the entire bargaining unit before a ratification vote. During the school year, such vote shall be taken in the school buildings under the supervision of Association representatives. The Association shall notify the Board as to the results of its ratification vote.

4. When the Association has ratified the Contract, the Board, at its next regular or at a special meeting, shall accept or reject the Contract. When the Board ratifies the Contract, its President shall affix his/her signature, and the Contract shall become a legal contract binding on both parties.

F. DISPUTE RESOLUTION PROCEDURES

1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.

2. If the FMCS cannot supply a mediator, the mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules, unless a mediator agreeable to both parties is available from the State Employee Relations Board.

3. Mediator costs shall be shared equally by the Board and the Association. An expert witness or consultant witness shall be paid for by the party requesting the service.

G. GOOD FAITH

The parties agree to bargain in good faith with the intention of reaching an agreement, or to resolve questions arising under the Contract. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal.

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A claim by a member of the bargaining unit hereinafter called the "grievant," or the Association, that there has been a breach of any provision of this Contract that affects the grievant, may be processed as a grievance as hereinafter provided.

B. INFORMAL PROCEDURE

In the event the grievant believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with the immediate supervisor or the lowest level administrator with the authority to resolve the issue. Such grievance must be raised within twenty (20) working days of the occurrence giving rise to the grievance. If, after the informal discussion with his/her immediate supervisor (or another administrative authority as the parties may agree), a grievance still exists, he/she may invoke the formal grievance steps within ten (10) working days. Members of the bargaining unit are encouraged to use the informal procedure. If, however, the grievant wishes to bypass the informal procedure, he or she may initiate the grievance at Step I.

C. STEP I

The grievant must submit on a prescribed form to the grievant's immediate supervisor or the lowest level administrator with the authority to resolve the issue a completed grievance form (found in Article III, L.). Five (5) working days of the receipt of said form, the immediate supervisor shall meet with the grievant and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate in writing a disposition of the grievance within five (5) working days after such meeting with said grievant.

D. STEP II

Within ten (10) working days after receiving the decision of the immediate supervisor and assuming no satisfaction, or if no decision is rendered within the time limits, the grievance may be continued by submission of the written grievance and responses to the Superintendent five (5) working days of the receipt of said grievance, the Superintendent shall meet with the grievant, and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The Superintendent shall indicate in writing a disposition of the grievance within ten (10) working days after such meeting with said grievant.

E. STEP III

Within ten (10) working days after receiving the decision of the Superintendent and assuming no satisfaction or if no decision is rendered within the time limits, a written notice and the grievance packet (the written grievance and responses) must be submitted to both the Superintendent and the Treasurer to continue the process. The Board, at its next regularly scheduled meeting with at least ten (10) working days' notice, or at a time mutually agreed to by the parties, shall meet with the

grievant and the grievant's representative, if requested by the grievant, to hear such grievance in private. The disposition by the Board shall be made to the grievant within five (5) working days following the hearing.

F. STEP IV

Within twenty (20) working days after receiving the decision of the Board and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent. The grievance may then be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) working days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator is specifically prohibited from making any decision contrary to law. Except in procedural questions relating to the Contract, the arbitrator in his decision shall not substitute his judgment for that of the administration in carrying out its duties. Both parties agree that the award of the arbitrator shall be binding. The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Any other costs shall be the responsibility of the party incurring those costs.

G. TIME LIMITS

The time limits provided in this article shall be strictly observed and may be extended only by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. DAYS

For purposes of this article "working days" shall mean actual days worked during the school year and weekdays exclusive of holidays during summer recess.

I. ARBITRABILITY

Any disputes as to the arbitrability shall be determined by the arbitrator.

J. SETTLEMENTS

Any settlement reached without the concurrence of the Association will not be binding on the Association nor shall it set a precedent.

K. FORM

The grievance form which is to be used in the processing of all formal grievances as found at Article III, L. herein shall remain in effect during the term of this Contract.

L.

(1) Grievant
(2) Administrator
(3) Superintendent

West Geauga Local Schools
Chesterland, Ohio

STEP: I – II – III – IV (Circle one) DATE: _____

GRIEVANT _____ SCHOOL _____

STATEMENT OF GRIEVANCE: (List specific contract provisions in which alleged violation occurred.)

BASIS OF GRIEVANCE: (State the activities and actions that are the basis of the grievance and the date(s) that the violation allegedly occurred. Be as specific as possible.)

ACTION REQUESTED:

_____ _____
Signature of Association Representative | Signature of Grievant

_____ _____
Received by (Signature) | Date

ARTICLE IV – ASSOCIATION RIGHTS AND SECURITY

A. ASSOCIATION RIGHTS

As the sole and exclusive representative of members of the bargaining unit during this Contract, the Association shall have privileges, as below, not provided any other organization alleging representation of members of the bargaining unit, to the extent allowed by law. Nothing in this Article shall restrict the individual rights of teachers.

B. USE OF BUILDINGS, FACILITIES, AND EQUIPMENT

The Association has the right to use the school buildings and facilities at reasonable times, except that the administration may prohibit such use during the school day. Actual costs, above regular costs, for use of these facilities shall be paid by the Association. The Association shall have the right to use equipment when not in use for other school business. Use of such equipment shall be subject to approval by the principal. The Association shall reimburse the Board for supplies used, and shall assume its share of the financial responsibility for loss or damage to said equipment while in use by the Association. Use of public address systems shall be restricted to making announcements regarding notice of meetings.

C. USE OF MAILBOXES AND BULLETIN BOARDS

The Association has the right to use in-school mailboxes and the use of a bulletin board located in each building's teacher lounge. Such bulletin board shall be no less than two feet (2') by two feet (2').

D. STAFF DIRECTORY

The Association has the right to receive a staff directory if and when one is produced, along with such updates as are produced. The district Treasurer/designee shall provide to the Association president the name and school district email address of each newly hired bargaining unit member within seven (7) days of the date of hire.

E. BOARD AGENDA AND FINANCIAL DOCUMENTS

The Association President has the right to receive, in a timely fashion, copies of Board agendas, minutes, and such financial documents as are required by law. If requested, the Board will also provide the Association President all documents provided to the Board unless prohibited by law.

F. PUBLIC DISPLAY OF PHOTOGRAPHS

The Superintendent or his designee shall obtain the prior consent of the bargaining unit member prior to publicly displaying his/her photograph or other visual recording.

G. RIGHT TO ADDRESS MEMBERS AND ORIENT NEW EMPLOYEES

The Association shall be allotted 60 minutes to conduct a general membership meeting during a workday prior to the start of the school year and will be allowed to address new employees at orientation.

H. ASSOCIATION RELEASE TIME

1. The Superintendent shall provide the Association President one (1) period per day for the purpose of conducting Association business.

2. The Association shall be provided seven (7) release days for Association business.

I. ADMINISTRATIVE ACTIONS

No teacher shall be adversely evaluated, disciplined, or reduced in rank or compensation without being given the opportunity to show that such evaluation, discipline, or reduction is without basis. The teacher shall have a right to representation.

ARTICLE V – ADMINISTRATION-ASSOCIATION COMMITTEE

A. PURPOSE

At such times during the school year that negotiations are not being conducted, the Administration-Association Committee may meet to discuss matters of concern to either party. When feasible, concerns should be addressed at the appropriate building or department level prior to being discussed by the above-mentioned committee.

B. MEMBERSHIP

The committee shall be comprised of no more than five (5) representatives for the Board and no more than five (5) representatives for the Association unless mutually agreed to by the parties.

C. AUTHORITY OF COMMITTEE, RULES, AND REPORTS

The committee shall set its ground rules for meetings, but it has no authority other than to meet, confer, and report on its discussions. Such written reports shall be made within two (2) weeks of each meeting to the Board and Association.

D. TRAINING

Training may be requested for the committee by either party and will commence only by mutual consent.

E. RELATIONSHIP TO THE GRIEVANCE PROCESS

The Administration-Association Committee does not replace the grievance process.

ARTICLE VI – GENERAL WORKING CONDITIONS

A. VACANCIES

Definition of Vacancy – A vacancy shall exist when the administration determines that a current position in the bargaining unit is, or shall become vacant and to be refilled, and/or when a new position in the bargaining unit is being created. If a current position is being eliminated, there shall be no vacancy for that position.

Teachers will be notified of all bargaining unit vacancies by the posting of job notices in each building and on the district web page. Notification of all bargaining unit vacancies shall also be communicated to teachers via the district email service within five (5) days of the creation of the vacancy. Deadlines and qualifications for application will be included in the notice. Except under extenuating circumstances, posting shall take place at least ten (10) days prior to filling the vacancy. All timely teacher applications shall be considered. Teachers shall be notified of vacancies that occur during the summer via the district email service and the district web page.

a. The ten (10) day internal posting may be waived due to extenuating circumstances upon written agreement of the Association and the Board.

The transfer and vacancy of teachers and vacancy postings shall be the responsibility of the Superintendent.

B. TRANSFERS

Involuntary Transfers

1. Each teacher may be transferred to any other position for which he or she is qualified and certified and/or licensed. Involuntary transfers shall not be arbitrary, capricious, or discriminatory with preference given to seniority, certification/licensure, and experience in the areas of transfer. The teacher will receive written notification with reasons for the transfer.

    a. A teacher may be involuntarily transferred if, in the determination of the Superintendent, such transfer is necessary due to a decline in enrollment or a need to adjust educational programming for students.

    b. In the event that the Superintendent determines no preference among eligible teachers to be involuntarily transferred, the teacher with the least seniority, as defined in Article VIII, Reduction in Force, will be transferred.

    c. Prior to a teacher receiving notice of an involuntary transfer, the Superintendent/Designee shall meet with the affected teacher to

discuss the rationale for the transfer and consider the teacher's assignment preferences.

d. Prior to any involuntary transfers, the Superintendent/designee will provide an opportunity to the WGEA President to discuss the circumstances related to the involuntary transfers.

e. Prior to a teacher starting the new assignment, the Superintendent/designee shall meet with the reassigned teacher and offer the teacher resources and/or training necessary to fulfill the new assignment. Such support will be at district expense and agreed upon by the district.

f. The teacher and Association President shall be notified of the involuntary transfer prior to any public notice.

g. Except under extenuating circumstances, involuntary transfers shall be for the following school year and members of the bargaining unit shall be given at least thirty (30) days advance written notice of transfer.

Voluntary Transfers

a. A member of the bargaining unit may request a transfer, in writing to the Superintendent with a copy to the principal. A request for transfer does not guarantee that such a transfer will be made. All requests for transfer not granted shall be provided a reason(s) for not being granted. All bargaining unit members who requests a transfer shall be notified in writing when the position(s) request is filled.

b. Teachers are encouraged to discuss transfers with the principal, appropriate supervisor, or the Superintendent.

C. ASSIGNMENT

By the last teacher contracted day of each year, the administration shall notify, in writing, each teacher of his/her assignment to a specific area for the ensuing school year.

1. Except under extenuating circumstances, members of the bargaining unit shall be given at least twenty (20) days advance written notice of change of assignment.

D. SENIORITY

Unless otherwise stated, seniority shall be defined throughout this Contract as stated in the Reduction in Force section herein.

E. SCHOOL CALENDAR

The school calendar will be developed by a committee composed of up to five (5) WGEA members appointed by the WGEA President and up to five (5) administrators. The committee shall convene to develop the school calendar. The committee shall submit the calendar proposals to the membership for a vote. The selected and other designed calendars will be sent to the Board for consideration. The Board shall approve the calendar no later than March. The approved calendar shall be sent by email to all members, thereafter.

F. WEST GEAUGA PROFESSIONAL DEVELOPMENT COMMITTEE

The West Geauga Professional Development Committee, in compliance with Ohio Revised Code 3319.22, shall be composed of eleven (11) members - eight (8) WGEA member representatives and three (3) administrators. The WGEA member representatives shall be elected by the Association members within each respective building. The administrators shall be appointed by the Superintendent.

1. Terms on the WGPDC shall be determined by the WGPDC with approval by the Association. Vacancies occurring during a term shall be filled by the appointing authority.

2. There shall be a process to appeal WGPDC decisions. This process will be outlined in the WGPDC policies, procedures, and guidelines document.

3. The WGPDC shall determine the time, place, and dates of its meetings.

4. Expenses of the WGPDC shall be borne by the Board up to an annual cap of $17,500.00, which includes stipends, costs for release time, chairperson stipend, and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of eight (8) meetings during the school year. A maximum of four (4) meetings can be held outside of the school day or school year. Each teacher committee member who attends one of these four (4) meetings will be provided a stipend of $150.00 per meeting. Attendance at related professional development workshops and/or training shall be provided for WGPDC members as deemed necessary to perform their duties.

5. No action of the WGPDC shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.

6. Members of the WGPDC shall be indemnified for actions related to the proper performance of their duties as members of the WGPDC.

7. The chairperson shall be elected by a majority of the WGPDC.

8. The chairperson shall receive a stipend of $1,500.00 annually.

9. Secretarial help will be provided to the committee from within the current central office staff.

G. JOB SHARE

Two (2) teachers may submit a request to the Superintendent to share one (1) full-time position. The Superintendent may approve the request subject to the following conditions:

1. Denial of a job share request shall not be arbitrary, capricious, or discriminatory and it shall not be subject to the grievance process.

2. Teachers must be fully certificated and/or licensed for the position to be shared.

3. Teachers wishing to share a full-time position must indicate the same in writing to the Building Principal and the Superintendent by May 1.

4. Each teacher sharing the full-time position will be hired as a half-time teacher.

    a. Each teacher will be required to pay the half-time percentage amount for insurance if they opt to use the District's insurance policies.

        1. The Board's total cost for benefits for both teachers will not exceed the cost of one (1) Family insurance plan.

    b. Each teacher will be entitled to one and one-half (1.5) personal days.

    c. Each teacher will be entitled to one and one-half (1.5) professional days.

    d. Each teacher will accrue sick leave at a rate of 0.625 days per month.

    e. Each teacher will earn 0.500 seniority credit for the year.

5. Each teacher sharing the full-time position will teach one-half (0.5) day (e.g. the first 230 minutes of the designated teacher work day or the last 230 minutes of the designated teacher work day at the high school and middle school; the first 223 minutes of the designated teacher work day or the last 223 minutes of the designated teacher work day at the elementary buildings).

    a. Staff meetings, committee work, and related activities will be divided equally between participants in the job share arrangement.

b. The teacher working the first half (0.5) of the day will attend all before-school meetings that are required for all full-time teachers, and the teacher working the second half (0.5) of the day will attend all after-school meetings that are required for all full-time teachers.

c. It is the responsibility of each job share participant to fully-inform their counterpart, in a timely manner, of information disseminated during before-school and after-school meetings.

d. When feasible, mutual planning time will be scheduled for job share participants (e.g. at the end of the morning schedule and beginning of the afternoon schedule)

e. If a substitute is needed for one (1) of the teachers in the shared position, the other teacher agrees to work for the full day at the teacher's per diem rate, provided no other substitute could be found. Exceptions include last-minute notice or other extenuating circumstances that will be handled on a case-by-case basis.

6. Each teacher sharing the full-time position will be fully responsible for all teaching duties of said position (including, but not limited to, lesson planning, preparation of classroom materials, parent communications, record keeping, grading and grade reporting, etc.)

7. Each teacher sharing the full-time position will be scheduled for performance review according to current building policy.

8. A long-term substitute will be hired to fill the full-time position of one (1) of the two (2) teachers in the shared position. Determination of placement will be made by the Superintendent.

   a. At the end of the year in a shared position, both teachers will return to the full-time positions held prior to the job share, if said positions still exist. If said positions do not exist, each teacher will be assigned to a position for which they are certificated and/or licensed.

9. Prior to April 30 of the year of the job share arrangement, participants will meet with the Superintendent and Building Principal to evaluate the arrangement. Participants may request that the job share continue for the subsequent school year pursuant to the provisions set forth above.

H. MASTER TEACHER COMMITTEE

The Master Teacher Committee, in compliance with the regulations of the Ohio Department of Education, shall be composed of five (5) members – four (4) WGEA member representatives and one (1) administrator. The WGEA member

representatives shall be elected by the Association members. The administrator shall be appointed by the Superintendent.

1. Terms on the Master Teacher Committee shall be three (3) years (July 1 to June 30). Vacancies occurring during a term shall be filled by the appointing authority.

2. There shall be a process to appeal Master Teacher Committee decisions. This process will be outlined in the Master Teacher Committee policies, procedures, and guidelines document.

3. The Master Teacher Committee shall determine the time, place, and dates of its meetings.

4. Expenses of the Master Teacher Committee shall be borne by the Board and will be included as part of the annual cap of costs. Expenses will include stipends, costs for release time, chairperson stipend and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of five (5) meetings during the school year. A maximum of one (1) meeting can be held outside of the school day or school year. Meetings will only be held if needed. Each teacher committee member who attends the meeting that is held outside of the school year will be provided a stipend of fifty dollars ($50.00). Attendance at related professional development workshops and/or training shall be provided for Master Teacher Committee members as deemed necessary to perform their duties.

5. No action of the Master Teacher Committee shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.

6. Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee.

7. The chairperson shall be elected by a majority of the Master Teacher Committee.

8. Any bargaining unit member elected as chairperson shall receive a stipend of two hundred fifty dollars ($250.00) annually.

9. Secretarial help will be provided to the committee from within the current central office staff.

ARTICLE VII - WORK DAY/WORK YEAR

A. SCHOOL DAY

The normal school day at the high school shall not exceed seven (7) hours, forty (40) minutes; the normal school day at the middle school shall not exceed seven (7) hours, forty (40) minutes; and the normal school day at the elementary school(s) shall not exceed seven (7) hours, twenty-five (25) minutes.

1. Lunch – The school day shall include a daily minimum thirty (30) minute duty-free, uninterrupted lunch period.

2. Planning Periods – The high school and middle school day (6-12) shall include at least one (1) planning period of forty (40) minutes or one (1) class period whichever is longer. The regular 5-day work week at the elementary schools shall include: a) 240 minutes of uninterrupted planning time in daily increments of at least 30 minutes during the student portion of the work day; b) a maximum of 45 minutes of principal-directed teacher-based–team activities and 45 minutes of principal facilitated collaboration time; and c) duty coverage; if assigned shall be equitably rotated among available staff. No elementary teachers shall be assigned lunch duty or recess duty. Specialists shall receive ten (10) days per school year for IEP writing and paperwork. The Intervention Specialists shall have flexibility in scheduling the days, and these days shall be approved by the building principal at least three (3) days in advance.

    a. Such planning periods may be of greater length and more planning periods may be provided on any given day at the discretion of the administration.

    b. Such planning periods, no matter the length, shall be uninterrupted. for at least the minimum times expressed in Article VII, A., 2., above.

    c. The total amount of planning time shall be comparable for all teachers at the middle school and high school. The total amount of planning time shall be comparable for all teachers at Lindsey and Westwood elementary buildings.

    d. The administration may assign a regular teacher to cover a class under the following circumstances on a rotating basis:

        a) where no teacher volunteers for the coverage;

        b) in the event a teacher's class must be covered in an emergency.

        The teacher shall be paid the class coverage rate established in Article XIV, Q.

e. A teacher shall also be paid the class coverage rate if a planning period is lost to supervise students or attend a mandatory meeting, IEP, IAT, or other administrative directed meeting.

3. Teachers traveling between buildings will be provided appropriate time as follows: thirty (30) minutes between Westwood and Lindsey; 30 minutes between Lindsey/Westwood and MS/HS; and 20 minutes between HS and MS.

4. Individualized Education Plan (IEP) Meetings for Special Education Students Teachers who are asked to and agree to attend IEP meetings that must occur outside the scheduled work day, will be compensated at the Classroom Coverage by Teachers rate in Article XIV, Q., of this Contract, rounded to the next quarter hour. Classroom coverage shall be provided to teachers who attend IEP/IAT meetings during scheduled class periods.

5. Leaving the Building – Upon notifying the building principal and/or designee, a teacher may leave the building during his/her lunch period and at other times during the school day.

6. Student Contact Time – A teacher's student contact time (teaching and supervisory) shall not exceed on a daily basis five (5) hours, fifty (50) minutes at the secondary level nor six (6) hours, twenty-five (25) minutes at the elementary level.

7. Preparations – A good faith effort will be made to limit the number of preparations per teacher at the secondary level, if more than three preparations are assigned, the teacher shall receive written reasons and an attempt will be made to find a resolution.

8. Classroom Safety – A good faith effort will be made to assign an appropriate number of students to the available workstations in labs and other special classrooms (e.g., science labs, Technology Education, Family and Consumer Science labs, art labs).

9. Class Size - A good faith effort will be made to balance the number of special education students to regular education students in each classroom at each grade level or subject area as appropriate. A good faith effort will be made to keep class size at twenty-five (25) or below at the elementary level.

10. Student/teacher ratio in study hall or supervision for Professional Learning Communities shall not exceed 40:1.

11. The Medical Assistant, LPN and RN shall be contracted to work a full school day.

B. SCHOOL YEAR

1. The school year shall consist of one hundred eighty-four (184) days. Up to one hundred eighty-one (181) but no less than one hundred eighty (180) days shall be designated as instruction days. The last work day shall be designated as teacher report day, and up to two and one half (2.5) but not less than two (2) days shall be designated as professional in-service days, one of which shall be the first workday of the contract year, and one to be scheduled as agreed by the Board and Association. The remaining half (0.5) day shall be designated as an additional teacher report day. The remaining half (0.5) professional in-service day will be scheduled on the same day as the half (0.5) teacher report day and will occur between semesters. The Board and the Association agree that NEOEA Day will not be a paid day, and school will not be in session on this day.

2. It is recognized that the 184 day school year is in excess of the minimum contact hours mandated by the State of Ohio. Therefore, the first eight (8) calamity days shall not be made up, calamity day nine (9) and ten (10) shall be deemed teacher professional development days.

3. a. The Board shall provide guidance counselors an additional ten (10) workdays divided between the end of the school year and beginning of the school year paid at the per diem rate.

   b. The Board shall provide an additional five (5) extended workdays either before or at the end of the school year to the RN, LPN, and MA. The days to be worked will be determined by the RN.

4. At the Superintendent's discretion additional per diem days during the summer can be approved for bargaining unit members.

5. Night Activities – All teachers shall be required to work only one Open House per school year.

6. New Teacher Orientation – All teachers new to the West Geauga Local School District who are in attendance at New Teacher Orientation shall be paid at a daily rate equal to 0.006 of the current B.A. base salary.

C. STAFF MEETINGS

1. Elementary Staff Meetings – Elementary teachers may be required to attend up to one (1) staff meeting per semester that may extend before or after the normal teacher workday. The length of each meeting is not to exceed one hour duration. Staff meetings shall not be used for Professional Development.

2. Each building may establish a site-based steering team, for the limited purpose of determining whether additional staff meetings are necessary or beneficial to the operation of the building. Such additional meetings may extend before and/or after the normal workday, and may be in addition to the contractual restrictions contained above.

3. High School and Middle School teachers may be required to attend one staff meeting per semester that will extend one hour beyond the workday. Staff meetings shall not be used for Professional Development.

4. Teachers may be required to attend one staff meeting per month following student dismissal during the contracted work day.

5. Steering/Department Head/Team Leader Meetings. Such meetings may be held once per month during the contractual school year and may not exceed one (1) hour in duration.

ARTICLE VIII - REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the size of the teaching staff as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in use of instructional personnel, financial reasons, or other reasons provided for by statute, reduction will be made in accordance with the Ohio Revised Code, Section 3319.17. Prior to a Reduction in Force the Superintendent will provide an opportunity to meet with the WGEA President to present and discuss the relevant circumstances and implicated CBA provisions in connection with the impending RIF. The meeting will provide an opportunity to review relevant teacher assignment preferences. Such discussion shall not prevent the WGEA or an affected member from filing a grievance pursuant to the CBA.

A. GENERAL PROCEDURES

1. In the event of a necessary reduction in number of certificated and/or licensed staff, the number of persons affected will be kept to a minimum by not employing replacements insofar as practicable for teachers who resign or retire or whose limited contracts are not renewed or terminated for cause. Preference for retention shall be given first to teachers with continuing contracts and second to teachers with limited contracts. Seniority within each category of teachers and comparable evaluations shall be followed.

2. Reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contracts, and second, if necessary, by suspending continuing contracts.

3. 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. The Board shall not give preference to any bargaining unit member based on seniority, except when making a decision between bargaining unit members who have comparable evaluations.

4. The order of reduction in both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their evaluations. If the evaluation of more than one teacher is comparable, the least senior of that group shall be reduced first. To determine the

comparable evaluations the most recent three (3) years of evaluations shall be used.

a. For the purposes of Reductions in Force, teachers will be assigned a numerical rating based on his/her final summative rating for each year of the preceding three (3) evaluations years using the following values:

    1. Accomplished = 5 points
    2. Skilled = 4 points
    3. Developing = 2 points
    4. Ineffective = 0 points

b. As set forth below in Subsection 7, for any year in which a Teacher has not been assigned a final summative rating within the three (3) year period, the teacher's final summative rating for the preceding year shall be used.

c. Teachers will be grouped using their cumulative numerical rating as follows:

    Group A: 12 or more points
    Group B: 7-11 points
    Group C: 4-6 points
    Group D: 3 or less points

d. Teachers within each group will be deemed to have comparable evaluations for the purposes of this Article.

e. Reduction in Force will be administered in the following order for Limited Contracts and then Continuing Contracts and will be made by seniority in each group:

    1. Group D
    2. Group C
    3. Group B
    4. Group A

f. Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the group to which a teacher would be assigned for comparable evaluations would be computed as follows:

    1. Accomplished (5) + Accomplished (5) + Skilled (4) = 14
    2. This teacher is assigned to Group A for determining comparable evaluations.

g. Where only one (1) evaluation is available, the group would be determined by multiplying the teacher numerical rating by three (3).

Example:

A teacher rated skilled would be assigned to a group as follows: Skilled (4) x 3 = 12. The teacher would be assigned to Group A for determining comparable evaluations.

h. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by 1.5 to determine the numerical rating.

Example:

A teacher with two (2) years of evaluations with both evaluation ratings as "Developing": The comparable group would be computed as follows: Developing (2) + Developing (2) = 4, then 4 x 1.5 = 6. The comparable group assigned would be Group B.

i. Where there are no evaluations available (e.g. first year teacher, leave of absence) the teacher's rating is 0.

5. Prior to a Reduction in Force, the administration and WGEA shall review the current seniority list for accuracy. The seniority list shall include the employee name, years of service in the district, areas of licensure/certification, and contract status (limited or continuing) in descending order from most to least senior.

6. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a bargaining unit member is required to work a percentage of the time that s/he otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the bargaining unit member otherwise would receive under the contract.

7. Bumping procedures shall be used to determine and ensure that the least senior person in the comparable group is reduced. Bumping shall be defined as a teacher with more district seniority taking the position of a teacher with less district seniority. A teacher may bump when s/he otherwise loses his/her position due to a reduction in force. A teacher may only bump into areas in which s/he is certified/licensed. OTES/OSCES teachers may bump into their comparable category or below or a less senior non-OTES/OSCES member. Non-OTES/OSCES teachers may bump the least senior teacher in their area of certification/licensure.

B. SENIORITY LISTS

Posting of the Seniority List – The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list in two (2) formats, one indicating the first day worked relating to the most recent continuous service, the level of certification/license, the area(s) of certification/license, and the years of seniority for each employee and the second shall include the employee's name, years of

service, areas of licensure, and contract status (continuing or limited) in descending order as listed below, in October and November of each work year. The President of the Association shall be provided with a copy of the seniority list prior to posting.

1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/ licensure with the name of the most senior employee appearing at the top of the list and the name of the least senior employee appearing at the bottom of the list.

2. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.

    a. All teachers with continuing contracts shall be placed on a seniority list(s) within their area(s) of certification/licensure.

    b. Teachers with limited contracts will be placed on the seniority list(s) according to the area(s) in which they are certified/licensed.

3. Seniority shall be determined by the length of continuing service in the district under a teacher's contract. Length of continuing service shall be deemed to begin with the effective date of employment set forth in the earliest contract.

    a. Required military service shall not be considered an interruption in service.

    b. Unpaid leaves of absence granted by the Board shall not be counted toward seniority; however, length of continuing service shall continue to accumulate when the teacher returns to service.

    c. "Contract" as used in Article VIII shall mean only a limited or continuing contract with the Board, not substitute or supplemental contracts.

4. A full year's seniority will be calculated based on one hundred and twenty (120) days or as a decimal fraction of full year's service based on the actual number of days of active duty (including all days of paid leave approved by Board policy) divided by the number of scheduled days of that school year, i.e., a teacher with 120 days of active duty in a 184 day school year would receive 0.652 year of seniority credit.

    a. For purposes of determining seniority credit for those teachers who are or have been scheduled to work less than a full day, the proration rate for seniority credit shall be calculated as the ratio of hours actually worked or paid for during the school year by such employee to the hours which would be worked during the school year by a full-time salaried teacher in the same role. Such calculation shall be done to the nearest tenth of an hour based upon the normal school day for high school teachers, middle school teachers and elementary school teachers as defined by Article VII. A. of the contract.

Additionally, such calculation shall be based on a school year of 184 days.

5. The seniority list will be published by October 1st of each school year. Any corrections of this list shall be indicated in writing to the Superintendent by October 15th. A corrected and final list will be published by November 30. Appeals regarding questions of seniority must be made in writing to the Superintendent by December 15th.

6. In the event two (2) or more teachers have the same length of continuing service, then seniority for purposes of suspension of contract and recall will be determined by the following considerations in order of priority:

   a. Higher level of certification (i.e. permanent, professional, provisional), and/or licensure (i.e. 5-year professional, lead professional educator, senior professional educator, professional educator, 2-year provisional, resident educator).

   b. Length of previous service under contract in the district.

   c. Date of Board approval of hire.

   d. Date of Application for full time employment.

   e. Toss of coin by Superintendent in the presence of the teachers involved.

7. The Association president shall be notified by the Superintendent of a potential reduction in force no later than March 1.

8. The affected staff shall be notified by the Superintendent in writing by April 30th that his/her position is being reduced and the reasons for the reduction.

C. <u>RECALL OF STAFF</u>

1. Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have first priority in recall and shall be recalled in order of greater seniority by comparable group, (Article VIII, A.1., d., and 4.) to fill vacancies that occur any in any teaching field for which they are certificated and/or licensed.

2. Teachers whose limited contracts are suspended pursuant to this policy shall be placed on a recall list for a period of two contract years and shall be recalled in order of greater seniority by comparable group, (Article VIII, 1., d.), to fill vacancies that occur in any teaching field(s) for which they are certified/licensed.

3. A current copy of the recall list shall be given to each building principal and to the Association President by June 1st. Information regarding changes in the list can be obtained from the Superintendent at any time.

4. Teachers recalled to active employment status shall be placed on the salary schedule at the step and level based upon their experience and training and shall have the seniority and accumulated sick leave that they held at the time of the effective date that their teacher's contract was suspended.

5. A teacher shall have ten (10) days, excluding Saturdays, Sundays, and holidays, from the date of receipt of notification of the recall to indicate his/her intent to accept or reject recall; otherwise such teacher shall lose all rights to be recalled. Said written notice shall be sent to the teacher by certified letter, return receipt requested, addressed to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address, whether temporary or permanent.

6. The rights of a suspended teacher shall be forfeited by the teacher should he or she (a) waive his or her recall rights in writing; (b) fail to accept recall, except as provided in Item Article VII, C., 7a., below; (c) fail to keep certification/ licensure current.

7. a. A teacher may decline recall if he/she is recalled to employment during the school year or after July 10th but is under contract to another school district and cannot obtain release from that contract. A teacher has the right to decline recall once for this reason. This decline of recall shall be in writing, signed by the teacher, and shall indicate the position and school year which are the subject of the recall. The administrative head refusing to release the teacher shall be asked to verify the reasons. In the event that a vacancy(ies) becomes available that offers less employment than the teacher had at the time of suspension, he or she has the right to decline recall without jeopardizing any rights.

   b. Teachers on layoff status will be given preferential consideration as long term substitutes or part-time teachers. However, acceptance or rejection of such employment shall not disqualify that teacher from placement or continued placement on the Reduction in Force list.

8. Teachers who were formerly employed in full-time teaching positions and are recalled to less than full-time positions shall be offered the opportunity to fill full-time vacancies (or) vacancies offering work which provides greater employment time than their existing position with preference being provided in accordance with greater seniority.

9. Teachers hired to replace other teachers who are on leave for a year or less are not subject to recall provisions and will be non-renewed.

10. Any teacher who has qualified for tenure shall receive a continuing contract upon recall.

ARTICLE IX – TEACHER RIGHTS AND RESPONSIBILITIES

A. NONDISCRIMINATION

The Board and the Association agree that neither party shall discriminate against each other or against any teacher on the basis of race, color, creed, sex, age, sexual orientation or religion as applied to the terms of this Contract.

B. WORK ENVIRONMENT

Every member of the bargaining unit shall, in a timely manner, call to the attention of the administration any unsafe/unsanitary condition within the work environment. Upon notice from the member of the bargaining unit, the administration shall have the responsibility of taking the appropriate action.

C. ELEMENTARY SPECIALIST SUBSTITUTES

A good faith effort will be made by the administration to secure elementary specialist substitutes for absent elementary specialists.

D. STUDENT TEACHERS

No member of the bargaining unit shall be required to place a student teacher or observing college student in his/her assignment.

E. NON-TEACHING DUTIES

Administrators shall make a good faith effort to assign teachers equitable non-teaching duties.

F. LESSON PLANS

Requirements for the completion and submission of lesson plans shall be uniform and reasonable for all teachers on a building-by-building basis. A current contingency plan for substitutes shall be made available on a daily basis.

G. STUDENT GRADES

Each student's grades shall be assigned in accordance with state law. However, if a student's grade is changed against the teacher's recommendation, either due to the student dropping the course to avoid an earned grade or for any other reason, the teacher will be notified in writing by their supervisor within a reasonable period of time with specific information given as to the reason for the grade change and by whom the change was made.

H. PERSONNEL FILES

1. Maintenance – An official personnel file shall be maintained for all teachers in accordance with Ohio law.

2. Records – The following records must be provided to the administration by all members of the bargaining unit for the personnel file, within one (1) month of appointment.

   a. A complete transcript of college credits.

   b. A copy of each teaching certificate held.

   c. A copy of discharge papers from the armed services of the United States, if available.

   d. Teacher withholding exemption certificates.

   e. State Teachers Retirement System membership information, if available.

   f. Any other records required by law, the Superintendent, or the Board.

   g. No records to which the public has access shall display the teacher's address and social security number. Upon written request, the teacher's telephone number will not be released as a public record.

3. Examination of File – A member of the bargaining unit may examine his/her personnel file upon request and upon the availability of the Superintendent or designee and shall be entitled to one (1) copy of any document contained therein excepting confidential letters of recommendation. Additional copies will be provided at the teacher's cost.

4. Reply to Filed Information – A member of the bargaining unit shall be entitled to attach a reply to any document contained in the file.

5. Prohibition Against Anonymous Information – No anonymous letter, report, or communication shall be included in the teacher's personnel file.

6. Filing of Evaluations – All final evaluations, including those for supplementals, if completed, will be included in each teacher's personnel file.

7. Removal of Disciplinary Items – An employee with a disciplinary record may, after two (2) years from the date of the incident or date of discipline, whichever is earlier, apply to the Superintendent, in writing, to have the disciplinary incident removed from his/her personnel file. The Superintendent shall have the sole discretion in determining whether the requested material is removed and such decision by the Superintendent is not grievable. A teacher may renew a request for removal every six (6) months.

8. No reference shall be made to whether a bargaining unit member is a Highly Qualified Teacher under Elementary and Secondary Education Act of 2002, or subsequent reauthorizations thereof, in any bargaining unit member's evaluation.

9. No bargaining unit member's evaluation shall be based solely on student performance on national or state mandated tests.

I. COMPLAINTS AGAINST TEACHERS

Prior to any administrative action based primarily on a complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint and shall have the right to participate in attempts to resolve the complaint. All complaints shall be directed to the teacher as the first level to resolve the issue. Anonymous complaints shall not result in discipline except as required by law.

J. PARENT-TEACHER CONFERENCES

As condition of employment, teachers are expected to participate in parent-teacher conferences that are not included in the formal parent-teacher conference program and that are outside the normal workday. For formal parent-teacher conferences on the school calendar that are conducted outside the normal work day, comparable release time shall be granted. Each three (3) hour parent-teacher conference will be compensated at one-half (1/2) day release time.

K. BOMB THREATS

No member of the bargaining unit shall be requested to participate in search for a bomb in the event of a bomb threat. All members shall be trained on the school safety plan.

L. STUDENT MEDICAL ASSISTANCE

Members of the bargaining unit, other than school nurses who hold valid nursing licenses, shall not be required to administer medicine to students, nor provide assistance in any medical treatment, nor help with bodily functions.

M. CRIMINAL RECORDS INVESTIGATIONS CHECK

It is acknowledged by the Association that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by Ohio Revised Code. It is expressly agreed between the Board and the Association that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the

offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual.

1. If any such discharge of an employee must occur, the mandates of R.C. 3319.16 and R. C. 3319.161 (Termination Statutes) shall not be required.

N. NO SMOKING REGULATIONS

The Board prohibits the use of tobacco by staff members in all school buildings, on all school grounds, in all school vehicles and buses, and in all other vehicles located on school grounds.

O. ACCEPTANCE OF CHILDREN OF BARGAINING UNIT MEMBERS

Members may enroll their child(ren) in West Geauga Local School District at the beginning of any school year at no tuition cost. Employees will complete open enrollment paperwork set forth in Board policy, if applicable.

P. STAFF DISCIPLINE

All formal disciplinary actions imposed upon bargaining unit members, must be for good and just cause and are subject to the grievance and arbitration procedures stated in Article III of the Contract. In the case of contract terminations, with or without suspension, the provisions and procedures specified in Ohio Revised Code, sections 3319.16 and 3319.161 will be followed.

1. All staff discipline will be done in private. A bargaining unit member may have an Association representative of their choice present at any meeting involving discipline or for the purpose of obtaining factual information that could lead to discipline.

Q. OUTSIDE PROVIDERS/ONLINE CLASSES

1. No bargaining unit member shall be required to supply instructional materials to a for-profit outside provider of educational services.

2. Online classes may be utilized by the Board in grades 6-12 for instructional purposes only when in-person learning is insufficient to meet the psychological and/or emotional needs of the student. Online instruction may also be used in grades 9-12 for credit recovery. Determinations of placement in online coursework will be made by an educational team consisting of administration and teacher(s). The District shall staff a licensed member of the bargaining unit as part of the teacher's assignment to serve as the teacher of record.

R. TEST ADMINISTRATION

The district will comply with all required test administration and security procedures for all state mandated tests as established by the Ohio Department of Education. This includes providing training in test administration and security procedures to all appropriate teachers prior to the mandated test administration period(s).

S. PARENTS IN BUILDINGS

Although we welcome the participation of parents in the educational process, those electing to observe classrooms must provide twenty-four (24) hour notice in writing to the administration and classroom teacher.

T. ONLINE TRAINING

The Board shall allocate time (equal to or greater than suggested time requirements) to complete online training.

U. CONTINUING CONTRACT ELIGIBILITY

Continuing contracts will be granted pursuant to the Ohio Revised Code. Each year, no later than September 1, the Superintendent (or designee) shall provide a correspondence to all limited contract teachers setting forth the criteria for eligibility for continuing contract status. Teachers who believe they are or will be eligible for consideration for continuing contract status, who will have completed the requirements by the final Board meeting in April of that school year, and who wish to be so considered, shall notify the Superintendent or designee by September 15 and will be scheduled for a full evaluation cycle for the eligibility year, regardless of whether the teacher otherwise would have been eligible for an off-cycle evaluation due to a previous rating of Accomplished or Skilled.

The Superintendent or designee will confer with the teachers who have expressed an interest in being considered for continuing contract by October 1st to discuss the process. This informational meeting may be held in a group setting. A teacher who does not notify the Superintendent of the intent to be considered shall not be eligible for consideration and waives the right to receive a continuing contract for that year.

A teacher who expresses the intent to be considered and is not able to complete the steps required or wishes to withdraw from consideration shall notify the Superintendent not later than April 1.

With respect to continuing contract consideration only, this provision shall supersede conflicting provisions in Ohio Revised Code to the extent permitted by law.

Continuing contract is effective immediately upon Board action to approve such contract.

V. College Credit Plus

The determination of student eligibility for College Credit Plus (CCP) enrollment will be restricted as much as allowable under Ohio Revised Code mandates.

The District may offer CCP classes on site at the high school. When a course is to be scheduled, the District shall seek a qualified volunteer to teach the course. If no qualified teacher volunteers, the student will participate through the post-secondary institution.

A teacher teaching a CCP course will be assigned a second daily planning period only in the initial year that the teacher teaches that specific CCP course. If a teacher teaches two different initial courses during the same school year, the teacher shall not receive more than a second daily planning period. If a teacher does not volunteer for a second semester CCP course or if a course is not offered after instructing a new CCP course in the first semester, the teacher will not receive the additional daily planning period for the second semester.

The bargaining unit member who teaches a CCP course will not be expected to attend any meetings or seminars offered by the higher education institution. If the teacher chooses to do so, professional leave must be requested if the event occurs on a school day. The teacher will be compensated at the per diem rate if the event occurs on a non-school day. The District will reimburse mileage and parking if applicable.

Article IX G shall not apply to CCP classes. CCP grades assigned by the teacher will not be changed by District personnel.

The evaluation of the CCP teacher by the partnering post-secondary educational institution will not be placed in that teacher's personnel file and the CCP class/es may not be used for OTES observations, walkthroughs, or the OTES evaluation process.

The District will not co-seat CCP and non-CCP students in a class offered for CCP credit.

ARTICLE X– LEAVE PROVISIONS

A. PERSONAL LEAVE

1. The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. No reasons shall be given. A maximum of 10% of members in each building may utilize personal leave on a given day. The Superintendent may grant additional members above the 10% personal leave if he/she believes it is warranted or in emergency circumstances. The Superintendent may grant additional days with or without pay if he believes it is warranted or in emergency circumstances.

2. Personal leave is not cumulative. Requests for personal leave will be entered into the electronic system at least three (3) days prior to the leave except in the case of an emergency. Any personal leave time not used by

the end of the employee's contract year shall be converted to sick leave time.

3. Personal leave shall not be used for the following:

   a. Seeking other employment unless approved by the Superintendent.

4. All personal leave requests will be processed through the electronic system.

5. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined by O.R.C. 3319.16 and shall result in appropriate disciplinary action up to and including contract termination.

B. SICK LEAVE

1. Entitlement to Sick Leave

   a. Teachers may use sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the teacher's immediate family.

   b. Immediate family for other than death, shall be interpreted to include the teacher's father, mother, husband, wife, siblings, child/step child/grandchild, mother-in-law and father-in-law, grandparent or any member of the household. Immediate family for death shall also include grandparents, grandchildren and in-laws: mother, father, brother, sister, son, daughter, and grandparents.

2. Accrual of Sick Leave – Full-time teachers shall accrue to their credit sick leave days at a rate of one and one-quarter (1-1/4) days per month for each year under contract.

3. Transfer of Accumulated Sick Leave – A teacher who comes from another public agency in Ohio shall be permitted to transfer the amount of his/her accumulated sick leave from that agency up to the maximum of the accumulated sick leave permitted at West Geauga Schools.

4. Sick Leave Advance – Each teacher shall be advanced five (5) days of sick leave in the event that the teacher's accumulated balance reaches zero. Such advance may occur more than once during a contract year, subject to the following:

a. The teacher must have the ability to earn the advanced sick leave prior to the expiration of the contract year (earned at a rate of 1-1/4 days per month for full-time teachers).

b. The normal procedure for repaying the advanced sick leave is to utilize earned sick leave immediately earned after the advance. However, in the event that a teacher needs additional sick leave after the advanced five (5) days, days will be authorized provided that the teacher can contractually repay both the five (5) days advanced leave and other days from earned sick leave.

c. In the event that a teacher leaves during the contract year with a negative sick leave balance as a result of advanced or authorized sick leave days, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days. In the event that a contract year ends with a negative sick leave balance, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days.

5. Sick Leave Accumulation – Accumulation of sick leave credit shall be at three hundred thirty (330) days maximum.

6. Sick Leave Bank

a. A sick leave bank will be created, to be administered by the Association. In order to be eligible to receive days from the bank, a teacher must donate two (2) days to the sick leave bank. Donations of days shall occur again whenever the bank falls below seventy-five (75) days and must be in writing. The maximum days that may be utilized from the bank in any school year shall not exceed three hundred (300).

b. Eligible recipients must be teachers who are about to exhaust their sick leave. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries of the teacher or his/her immediate family.

c. The Treasurer must receive written notification from the Association identifying the recipient and number of days to be awarded prior to a teacher utilizing donated sick leave.

C. ASSAULT LEAVE

1. Any member of the bargaining unit who is absent from work due to a disability resulting from an assault which occurred in the course of or as a result of Board employment shall be maintained on full pay status during the period of his/her absence up to a maximum of thirty (30) days per assault. Assault pay shall be reduced by the amount received by that teacher for workers' compensation.

2. To qualify for such leave, the member of the bargaining unit shall (1) provide the Superintendent of medical evidence of incapacity, (2) agree to make a police report of the incident, and (3) cooperate with the authorities in action they bring against the assaulting party.

3. Leave granted under this provision shall not be charged against sick leave earned or earnable.

D. PROFESSIONAL LEAVE

1. Permission to be absent from school for professional purposes without loss of pay shall be granted and approved by the Superintendent and/or designee. Such permission shall be rendered in writing prior to the days of absence.

2. Leaves may be granted for such activities as visitations to other classrooms either in West Geauga or other districts, attendance at professional meetings, speaking engagements for professional or civic organizations, attendance at professional conferences and workshops.

3. Attendance at Professional Conferences or Conventions

a. Any member of the bargaining unit wishing to attend any conference, meeting, or convention may be absent for such purpose for a period not to exceed one week [five (5) teaching days] for any one such conference, meeting or convention upon the approval of the Superintendent, if such attendance will be in the interest of the schools, except that leaves for the OEA Representative Assembly Association delegation shall be granted for two (2) duly elected delegates.

b. Reimbursement of expenses incurred by the person attending such conference, meeting, or convention shall be made by the Treasurer based upon an established schedule. Maximum expenditure for travel to and from a convention, meeting, or conference will be determined by the round trip coach airfare

from Cleveland to Miami, Florida, as of November 1st of each year. A written report of convention activities will be submitted as per guidelines established by the Convention Committee. Conventions shall be confined to the continental United States. No reimbursement for expenses nor report from the teachers shall be required for the OEA Representative Assembly Association delegation.

E. COURT LEAVE

1. Any teacher absent from duty in response to a court subpoena or jury summons only shall receive full pay during this period less any jury duty or witness fee received in excess of the teacher's mileage, meal, and parking expenses for the day(s) in question.

2. Upon return to work a teacher must submit to the District Treasurer an official receipt of remuneration from the court and an accounting of his/her expenses.

3. It is agreed between the Association and the Board that they will follow the Contract, Article X, E., Court Leave, and Article X, E., 1., which recognizes court subpoenas and jury summons only. The intent of this section applies to court subpoenas and jury summons in which the employee is not a party to a personal lawsuit. In the event a bargaining unit member is a party to a personal lawsuit that is directly related to their employment, the provisions of Article X, E., 1., will be applicable unless:

   a. the bargaining unit member and Board are on opposite sides of litigation (Plaintiff v Defendant) and/or

   b. the bargaining unit member files a civil action against either the Association or Board.

F. PARENTAL LEAVE

Parental leave of absence shall be granted, upon request, to a teacher who becomes pregnant or who becomes a parent by childbirth, adoption or foster care. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave may begin at any point in the pregnancy, at or immediately prior to the time of official adoption, or thereafter for up to one (1) year. Upon request of the teacher, parental leave shall be extended for a period of up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools at least thirty (30) days immediately preceding the first day of the new leave period. Application for a parental leave shall be made in writing to the Superintendent of Schools not later

than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave.

1. Upon the birth of a child a member may elect to take paid sick leave in lieu of unpaid leave. After which, the member may elect to take parental leave as defined herein. On one occasion per school year, adoptive or foster parents may use up to twenty days (20) of accumulated sick leave upon receiving the child, after which unpaid parental leave may be used.

    a. Illness/Disability – The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.

    b. Education, Professional, or Other Purposes – A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.

G. LEAVE OF ABSENCE

1. A leave of absence is a period of extended absence from duty by a teacher for which written request has been made and formal approval has been granted by the Board. Involuntary leaves are subject to state law.

2. Leave shall not exceed two (2) consecutive years. (Consecutive years means the end of one (1) school year and one (1) additional school year.)

3. All leaves shall be without pay except as otherwise provided by law.

4. Leaves of absence may be granted for the following purposes:

    a. Illness/Disability – The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.

    b. Education, Professional, or Other Purposes – A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.

c. Service in the Armed Forces of the U.S. – Any regular teacher who is conscripted or recalled into the armed services of the United States for service or training shall be granted a military leave.

1. Upon discharge, he or she shall be reinstated into the school system in accordance with provisions of the law.

2. His/her contract status shall be that held prior to entering military service with a maximum increment for two (2) years military experience unless the law requires more, providing he/she shall make application for reinstatement not later than ninety (90) days from the date of said release or discharge from military service.

d. Federal Family and Medical Leave Act of 1993 – Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

5. On the expiration date of the leave of absence, the Superintendent is obligated to offer the teacher a position in accordance with the status of his or her certification and/or licensure areas.

6. The teacher shall resume the contract status which he or she held prior to the leave of absence.

7. A teacher's affiliation with the Board will terminate if the position that is offered is declined, provided it is a position for which the teacher is qualified and certificated and/or licensed.

8. At least thirty (30) days prior to the expiration of leave, the teacher will notify the Superintendent in writing of the date of return to work and, if requested, shall provide a written certification by the teacher's treating healthcare professional of the teacher's fitness for duty in cases where leave under this section was needed for illness or disability under subsection 4. a. above.

H. REPRESENTATION/WITNESS LEAVE

Association representative(s) and witness(es) required by the arbitrator shall be granted paid leave to attend grievance arbitration hearings scheduled during workdays. Such leave shall not count against any other leave provided for herein. It is recognized that if a large number of members of the bargaining unit are necessary at an arbitration, said arbitration shall be scheduled at a time other than the school day.

ARTICLE XI – EVALUATION

A. EVALUATION OF TEACHERS/COUNSELORS

The Board and Association acknowledge that the overarching purposes of the evaluation system are to serve as a tool to advance professional development to inform instruction and to assist teachers/counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Due Process - The evaluation process shall be conducted to protect the legal rights of the teacher.

B. DEFINITION AND APPLICATION

1. "OTES" stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education. "OSCES" stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education.

2. For the purposes of the OTES-related sections of this Article, the evaluation procedure contained herein applies to any person employed under a teacher license issued under RC Chapter 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spend at least 50% of the time employed providing student instruction.

3. Substitute teachers, long-term substitute teachers and other teachers (bargaining unit members) not meeting the above definition are not subject to evaluation under this policy. Those persons and part time bargaining unit members not meeting the above definition of Teacher will be evaluated under the evaluation procedures contained in Section M., below.

4. The Board shall not evaluate any teacher/counselor who has submitted a notice of retirement and that notice has been accepted by the Board by December 1 of the school year.

5. The Board shall not evaluate any teacher/counselor who has or will be on leave for fifty percent (50%) or more of the school year.

C. NOTIFICATION

Not later than September 15 of each year, or within ten (10) school days from first date of employment in the case of a new teacher/counselor commencing employment during the school year, each teacher/counselor shall be notified in writing/email of the name of their evaluator and the evaluation procedures/process.

D. DEFINITION OF OBSERVATION AND EVALUATION

1. Except for teachers/counselors under consideration for non-renewal or those on extended limited contracts in accordance with Section K of this Article, an Evaluation shall consist of two (2) pre-observation meetings, two (2) observations, two (2) post-observation meetings, periodic "informal observations" known as walkthroughs, and one (1) summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be (1) one evaluation which must occur by May 1 with a written report by May 10.

2. A teacher's/counselor's performance shall be assessed based on criteria set forth in the Evaluation Instrument. The District will utilize forms issued by the Ohio Department of Education in the evaluation process. Such forms will be found in Appendix A of this Agreement; however, these forms may be amended from time-to-time by ODE and the most current versions will be utilized in the process.

3. No teacher/counselor shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance. Additionally, walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.

4. No audio/visual recordings shall be used in the evaluation process.

5. No teacher shall be required to complete a self-assessment (OTES Self-Assessment Form).

E. EVALUATORS

1. The person responsible for assessing a teacher's performance is the building administrator (principal or assistant principal) employed full time by the district and holding the licenses set forth in O.R.C. §3319.01 or §3319.02.

2. At the Middle and High Schools the same evaluator shall evaluate all employees within a department and the evaluators will alternate each year.

F. OBSERVATIONS

1. Schedule of Observations

Except for those teachers/counselors under consideration for non-renewal or those on extended limited contracts in accordance with Section K of this Article, two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks, following the post conference between formal observations for teachers on an improvement plan and at least two (2) weeks, following the post conference, between observations for all other teachers. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted. The teacher will be notified within ten (10) work days of the second post-observation conference if a third observation will take place.

2. Pre-Observation Meeting

A pre-observation meeting will be held for each observation between three (3) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The teacher will provide the lesson plan and other pertinent material for the lesson. Pre-Conference Planning Questions are intended to serve as a guide for discussion between the evaluator and teacher. The teacher is not required to complete the OTES Pre-Conference discussion questions in writing unless the teacher is a first-year teacher in the district or has been rated Ineffective or Developing in his/her last final summative/holistic rating.

3. Post-Observation Conference and Report

A conference will be held with the teacher after each observation within ten (10) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.

4. Walkthroughs/Informal Observation

a. A walkthrough is an informal observation and is conducted as follows:

1. Classroom and Counselor walkthroughs shall not disrupt and/or interrupt the learning or counseling environment and will be less than ten (10) consecutive minute(s) in duration. Observations of counselors will not be conducted when counselors are engaged in counseling activities with students that require confidentiality.

2. A copy of the walkthrough form including all scripted and/or anecdotal documents relative to the walkthrough will be given to the teacher/counselor within one (1) day of the

walkthrough. The same format will be utilized district-wide.

3. There may be up to eight (8) walkthroughs during a formal evaluation year.

b. A teacher may request additional walkthroughs.

c. Walkthroughs shall be conducted by the assigned evaluator.

5. Off -Year Observations

a. Teachers/Counselors with continuing contract status or those on limited contracts with at least four (4) years of employment in the district as a teacher/counselor, who were rated Skilled in the most recent evaluation will be formally evaluated every two (2) years, so long as the teacher and evaluator jointly develop a Professional Growth Plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Those who were rated Accomplished in the most recent evaluation will be evaluated every three (3) years, so long as the teacher submits a self-directed Professional Growth Plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

b. In any year in which an employee with continuing contract status or those on limited contracts with at least four (4) years of employment in the District as a Teacher/Counselor will not be formally evaluated on a full cycle, as a result of a previous rating of Skilled or Accomplished, the assigned evaluator shall conduct one (1) observation of the employee and hold (1) post-observation conference, which shall include a discussion of progress on the teacher's Professional Growth Plan. The visit shall be a maximum of thirty (30) minutes. If requested by the evaluator, the teacher will provide a written lesson plan one day prior to the observation. The post-observation conference shall be in conformance with the provisions of this contract; however, the parties agree to utilize the informal post-observation form in this situation. No additional paperwork shall be required of the teacher/counselor, other than to "pin" the observation into OhioES, if required by the Ohio Department of Education.

c. An employee on a limited contract who is eligible for less frequent evaluations as a result of a previous rating of Skilled or Accomplished must be evaluated under a full cycle evaluation in order to be eligible for consideration for continuing contract status. An employee who expresses the intent to be considered for continuing contract status under the continuing contract eligibility procedures set forth in Article IX automatically will be placed on a full cycle evaluation for that year.

G. TEACHERS/COUNSELORS IN FIRST FOUR YEARS OF EMPLOYMENT

All teachers/counselors employed under a limited contract during his/her first four years of employment in the district will be evaluated every year, and such evaluation shall consist of two (2) pre-observation meetings, two (2) formal observations, two (2) post-observation meetings, periodic "informal observations" known as walkthroughs, and one (1) summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be a third (3rd) observation for teachers/counselors under consideration for non-renewal or and employed under a limited or an extended limited contract.

H. FINAL WRITTEN EVALUATION

1. All observations will be consolidated into the written report, the written report shall be provided to the teacher/counselor through OhioES, and a conference shall be held between the teacher/counselor and evaluator.

2. The evaluation shall acknowledge the performance strengths of the teacher/counselor evaluated as well as performance deficiencies, if any. The evaluator shall note all the information used to support the conclusions reached in the formal evaluation report. Such information must be accurate and supported. The evaluation report shall be signed (electronically pinned) by the evaluator and subsequently by the teacher/counselor to verify that the teacher/counselor has been notified of the results of the final written evaluation.

3. Should a teacher disagree with an Evaluation or Observation, the teacher may file a written response within ten (10) school days of receipt, which shall be attached to the evaluation/observation form or the teacher may present to the evaluator additional evidence of accomplishments which will be used to update the evaluation/observation.

4. The evaluation must occur by May 1 with a written report by May 10.

I. IMPROVEMENT PLAN

Teachers who receive a rating of Ineffective on the evaluation will be placed on an Improvement Plan and must comply with the Improvement Plan developed by the assigned evaluator. Additionally, the administration may place any teacher on a targeted Improvement Plan based on an Ineffective rating in any individual component of the evaluation system. The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. The Improvement Plan shall include specific areas for improvement based upon the *Ohio Standards for the Teaching Profession*.

1. Definitions

   a. Improvement Plan: A clearly articulated assistance program for a teacher/counselor whose performance on key professional indicators has been documented to be ineffective by the evaluator.

b. Resources: Those monetary, time, material and human resources provided to a teacher/counselor on an Improvement Plan.

c. Timeline: A minimum of a nine (9) week period of time given to the teacher to meet the requirements, target dates and dates of review of the plan.

d. Observable Outcomes: Means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

2. Improvement Plan

a. The evaluator will develop the Improvement Plan with input from the teacher/counselor. The teacher/counselor may have representation at all meetings with the evaluator.

b. The improvement plan, as outlined in this document, details:

1. Specific performance expectations, resources, timelines for completion of objectives (not less than nine (9) weeks) and assistance to be provided. If applicable, performance expectations will be measurable.

2. The district will provide for the allocation of financial resources to support professional development for staff on improvement plans.

3. Professional indicators documented as Ineffective through the formal evaluation process will be the basis of the plan.

J. PROFESSIONAL GROWTH PLANS

1. By September 30, teachers/counselors with a rating of Accomplished will independently develop a self-directed Professional Growth Plan.

2. By September 30, teachers/counselors with a rating of Skilled will jointly develop a Growth Plan with the evaluator.

3. By September 30, teachers/counselors with a rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator.

K. TEACHERS UNDER CONSIDERATION FOR NON-RENEWAL

1. A minimum of three (3) formal observations will be carried out for each teacher/counselor who is under consideration for non-renewal who is working under a limited or an extended limited contract.

2. This section applies to teachers/counselors with five (5) or more years employment experience.

3. The Board of Education shall notify any teacher being considered for non-renewal in writing by June 1.

L. HIGH – QUALITY STUDENT DATA

1. Evaluations will be based on multiple evaluation factors, including at least two (2) measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by the teacher, high-quality student data must include the value-added progress dimension and at least one (1) other measure of high-quality student data to demonstrate student learning.

2. High-Quality Student Data instruments will be rigorously reviewed at the District-level prior to use with the process for such rigorous review to be determined by the administration. Prior to the initial implementation of HQSD measures, the District will consult with applicable PLCs for input on the optimal HQSD measures; however, the Superintendent retains the discretion to make the final determinations as to the District's HQSD measures.

3. All teachers shall be notified of the HQSD to be utilized in their evaluation no later than November 1 of each school year.

M. NON-OTES/OSCES EVALUATIONS

All employees not included in the above evaluation model shall be evaluated with the forms attached in Appendix B. These bargaining unit members also will follow Section F. 5.a. through 5.c. above as it may relate to whether the employee is subject to a full cycle, with the exception of any Professional Growth Plan impact or requirements. Additionally, these members will be subject to evaluation terms contained below:

1. The parties agree Article XI, of this Contract, R.C. 3319.11 and R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. Teachers shall be permitted to litigate for violations of R.C. 3319.11 and R.C. 3319.111 or will be permitted to file a grievance alleging statutory violations, but not both.

   a. In years one through four (1-4) of employment, a teacher's limited contract may be non-renewed pursuant to the provisions of R.C. 3319.11 and R.C. 3319.111.

   b. In the fifth (5^{th}) year of employment and beyond, a teacher's limited contract shall not be non-renewed except for Just Cause. Just Cause for the purpose of this Article shall be defined as the failure to correct documented deficiencies. This definition does not apply to the meaning for Just Cause as outlined in Article IX. P., Staff Discipline.

ARTICLE XII - RESIDENT EDUCATOR PROGRAM

A. RESIDENT EDUCATOR PROGRAM

1. All teachers with a two-year Provisional License or a two-year Resident Educator License and zero (0) years of teaching experience employed by the West Geauga Local School District are required to participate in an entry-level mentoring program. As part of the entry year program, Mentor will be assigned to provide professional support. All teachers new to the West Geauga Local School District with one (1) or two (2) years of teaching experience will be assigned a Mentor. A Mentor may be assigned to a new teacher with five (5) or more years of teaching experience depending upon the resources available to the district. The Building Principal shall, upon consideration of the recommendations of the Lead Mentor and Superintendent's designee select and assign Mentors from a list of qualified applicants.

2. Mentor Eligibility Criteria – Bargaining unit members must meet the following criteria to be eligible for assignment as a Mentor:

   a. Have at least three (3) years of teaching experience in the West Geauga Local School District; and

   b. Have completed a state-approved training program by August 1st of the ensuing school year.

   c. Teachers who hold a two-year Provisional License, a two-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Mentors.

3. Mentor Requirements – Bargaining unit members must meet the following requirements:

   a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);

   b. Attend a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent's designee Mentors may be required to attend up to two (2) additional special meetings as called by the Lead Mentor or Superintendent's designee Meetings shall not exceed two (2) hours in duration; and

   c. Meet expectations for Mentors as outlined in the current West Geauga Mentor Handbook.

4. Mentors shall not participate in the evaluation of the mentee. No Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No Mentor shall be requested or

directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, Mentors will confirm the completion of the entry-level mentoring program activities for teachers who hold a two-year Resident Educator License.

5. Application and Assignment Process – Mentors

   a. Positions for Mentors shall be posted according to district policy. The same application Mentors will be available in each building. Mentor applications will be via Applitrack.

   b. Mentors may request the assignment of no more than two (2) mentees year 1 and year 2 resident educators per school year. When possible, no Mentor will be assigned two (2) mentees who are teaching under a Provisional License or Resident Educator License. Mentors may request assignment of two (2) year 3 and 4 resident educators per school year.

   c. Mentors will be compensated as follows:

      1. Mentors will be paid 0.045 of the base salary for one (1) mentee and an additional 0.0225 of the base salary for each additional mentee teaching under a Provisional License or Resident Educator License per year.

   d. Mentors will be provided up to four (4) release days per year to perform mentoring duties and up to an additional 2 days per year per mentee to perform mentoring duties if assigned more than one mentee. Days will be scheduled through the building principal. Additional release time may be granted at the Superintendent's discretion.

   e. The contract for Mentors shall be in effect for one (1) school year. A Mentor may apply for the position in subsequent school years.

6. Lead Mentor Eligibility Criteria – A district Lead Mentor shall be appointed by the Superintendent to coordinate the mentor program. Bargaining unit members must meet the following criteria to be eligible for assignment as a Lead Mentor:

   a. Have at least five (5) years of teaching experience in the West Geauga Local School District; and

   b. Have completed a state-approved training program by August 1st of the ensuing school year.

   c. Teachers who hold a 2-year Provisional License, a 2-year Resident Educator License, or other comparable temporary

teaching credential are not eligible to be Lead Mentor.

7. Lead Mentor Requirements – Bargaining unit members must meet the following requirements:

   a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);

   b. Attend and/or lead a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent's designee. Up to two (2) additional special meetings may be called by the Lead Mentor or Superintendent's designee. Meetings shall not exceed two (2) hours in duration;

   c. Work collaboratively with the Superintendent designee in the implementation of the mentor program; and

   d. Meet expectations for the Lead Mentor as outlined in the current West Geauga Mentor Handbook.

8. The Lead Mentor shall not participate in the evaluation of any mentee. The Lead Mentor shall not be requested or directed to make any recommendation regarding the continued employment of any mentee. The Lead Mentor shall not be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, the Lead Mentor will verify the completion of the entry-level mentoring program activities for teachers who hold a two-year Resident Educator License.

9. Application and Assignment Process – Lead Mentor

   a. The position of Lead Mentor shall be posted according to district policy. Applications for Lead Mentor will be available in each building. Interested teachers shall submit applications to the Superintendent.

   b. The Lead Mentor will be paid 0.060 of the base salary for the Lead Mentor role.

   c. The Lead Mentor may request an additional assignment as a mentor of no more than one (1) mentee per school year. The Lead Mentor will be paid 0.045 of the base salary for a mentee.

   d. The Lead Mentor will be provided up to four (4) release days per year to perform mentor program duties. Additional release time may be granted at the Superintendent's discretion.

   e. The contract for Lead Mentor shall be in effect for one school

year. A Lead Mentor may apply for the position in subsequent school years.

10. Mentees will be provided up to four (4) release days per year or the equivalent amount of release time to meet the responsibilities outlined in the current West Geauga Resident Educator Handbook. Days will be scheduled through the building principal. Additional release time may be granted at the Superintendent's discretion.

11. Procedure to Resolve Concerns of a Mentor/Mentee – If the Building Principal, Lead Mentor, Mentor or Mentee determines the mentor-mentee situation is not constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be reviewed by the Building Principal who, upon consideration of the recommendations of the Lead Mentor, may end the Mentor appointment. In that event, Mentor shall be compensated for the portion of the school year she/he has served. An alternate Mentor may be assigned by the Building Principal. The Superintendent will intervene in any conflicts not resolved by this procedure.

ARTICLE XIII - LITERACY/MATHEMATICS COACHES/INSTRUCTORS

The Board may employ one (1) Literacy Coach/Instructor and one (1) Math Coach/Instructor under this Agreement. Requirements for the position are as follows:

1. Literacy Coach/Instructor

   a. possess a valid Ohio teaching certificate/license in K-8; 1-8 or 4-9 (LEA) and a valid Reading Endorsement and/or Masters Degree in Reading;
   b. five (5) or more years of successful teaching in Literacy.

2. Mathematics Coach/Instructor

   a. possess a valid Ohio Teaching Certificate/License in Mathematics 7-12 and preferable a Masters Degree in Mathematics;
   b. five (5) or more years of successful teaching in Mathematics

3. Coaches shall be required to engage in identified professional development outside of the regular school day/year, including Reading and Mathematics components. Such professional development shall be paid for by the district.

ARTICLE XIV – SALARY AND FRINGE BENEFITS

A. GENERAL SALARY GUIDELINES

1. First Pay Date – The Board shall begin the twenty-four (24) equal pays under this Contract on the 15th of September.

2. Pay Dates During School Closings – In the event the scheduled pay date falls on a non-workday, pay issued to employees on direct deposit will be processed by the District, with all good faith efforts made, to ensure deposit on the workday closest to the 15th or 30th of the month, or the last day of the month for February. It is understood that Federal Reserve regulations will govern all direct deposits, including the time when deposits are made to individual employee accounts. Pay issued to employees who are not yet on direct deposit will be made on the first work day following the scheduled pay date. When schools are closed during a scheduled pay day, those employees not yet on direct deposit will be paid the first work day of the Treasurer's office following the scheduled pay date.

3. Termination of Employment – In the event a teacher's individual contract is terminated by either party during the school year, the balance of the contract due the teacher shall be paid at the next scheduled pay date after the termination date.

4. Payroll Deductions – Payroll deductions, except as otherwise stated herein, shall be in the amount designated by the teacher and shall be delivered in accordance with statements, schedules, and billings issued by the receiving agency for each deduction.

   a. The Association has the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual member of the bargaining unit. Association dues and fees and payroll deductions shall be in the amount certified by the Association no later than September 30 to the Board Treasurer.

      Association membership is continuous from year to year or until proper notice is provided in writing by the member to the Association Treasurer. To discontinue payroll deductions the member must inform both the Board Treasurer and Association Treasurer, in writing.

   b. Optional payroll deduction(s) of the cost of any insurance coverage(s) that is not provided by the Board and which has been authorized by the teacher shall be made from the second pay of each month beginning in September and ending in August of the following year.

   c. Optional payroll deduction of the cost of tax-sheltered annuities that have been authorized by the teacher shall be made from each pay of each month.

   d. The Board shall continue all payroll deductions provided in the last previous school year, and shall include, but shall not be limited to, the following:

      - Credit Union
      - Association Membership Dues and Fees

- Insurance Deductions
- Federal Tax
- State Tax
- City of residence tax (multiple rate flexibility limited to capabilities of payroll program)
- Tax-Sheltered Annuities (each teacher shall be allowed the choice of annuity program from the District's approved list)

e. INDEMNIFICATION OF BOARD

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision, including payroll deduction, provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the Board;

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with this provision of this agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies this provision.

f. The District's approved list of tax-sheltered annuity providers shall undergo an annual review by a joint Administration-Association Committee. The committee shall be able to recommend which providers are added to or deleted from the approved list. The committee shall also be able to recommend which third-party or in-house administrator will oversee the annuity program. These recommendations will not be binding on the district.

g. Payroll deductions required by law or authorized by this Contract are the only deductions which the Treasurer is required to make.

h. A teacher may terminate payroll deductions as of the next pay date, by providing at least five (5) days written notice to the Treasurer and the recipient of the deducted monies.

B. PAY SCHEDULE

1. Pay Dates –The Contract shall be divided into twenty-four (24) payments and shall be paid on the 15th and 30th of each month, or the last day of the month for February beginning in September of the school year and ending the following August.

2. Direct Deposit – The Board shall require direct deposit (electronic transfer) of paychecks for all employees. The employee will furnish the Treasurer with all depository information needed to complete the direct deposit by the first day of school. Employees may change depository information up to two (2) times during any school year. Any payroll change will be made within two (2) paychecks after written notice of the change is received by the Treasurer.

3. Mailing of Pay Stubs – The Board shall assume the obligation and the expense for the timely mailing of summer pay stubs. Should the teacher wish to have his/her pay stubs mailed to an address other than the teacher's residential address, said teacher shall provide the Treasurer's Office with an adequate number of pre-addressed envelopes prior to the last day of the school year.

4. Waiver of Past Practices and Procedures – It is expressly agreed by both the Board and the Association that the changes made in Article XIV. B., entitled Pay Schedule, are intended to supersede all relevant past practices and procedures regarding implementing of this Article.

C. BASE SALARY AND SALARY SCHEDULES

1. The base salary will increase 3.2% for the 2024-2025 school year, 3.3% for the 2025-2026 school year and 3.5% for the 2026-2027 school year.

2. Teacher Salary Index Schedule – The teacher salary index schedule as found at Article XIV. C. 3. g., herein shall remain in effect during the term of this Contract, and it shall reflect the above base salary. Teachers shall be placed on this schedule in accordance with the following:

a. Placement at the 150 hour column shall be made for all teachers who effectively qualify for such placement under the law or at the Superintendent's discretion. The Superintendent shall apply discretion in a fair, equitable, and consistent manner.

b. After the 150 hour column, all undergraduate hours must be related to the field of service provided to the district by the individual member of the bargaining unit.

c. All graduate hours in education or related to the field of education

from an accredited institution as recognized by the United States Secretary of Education and the Council of Higher Education Accreditation (CHEA) shall qualify for salary schedule movement. Upon written request, the Board shall provide the CHEA list of accredited institutions to teachers for reference.

d. Hours, as referred to on the salary schedule, shall be semester hours or quarter hours after conversion to their equivalent semester hours.

e. This section applies only to hours earned after April 1, 1984. All current teachers will retain the same status that they held on February 21, 1984, for currently held hours.

f. Attainment of National Board Certification will result in an annual stipend of two thousand five hundred dollars ($2,500).

g. Placement on the salary schedule indices before the 2004-2005 school year will be maintained on the NBC/Masters+45/PhD column throughout the duration of the National Board Certification period for those teachers who hold National Board Certification.

h. At the conclusion of this National Board Certification period, those bargaining unit members who maintain their National Board Certification will retain their placement on the salary schedule index at the NBC/Masters+45/PhD column.

Bargaining unit members who do not maintain National Board Certification will be placed on the salary index at the appropriate educational level achieved. (Warning: this could result in a lower salary for anyone not attaining the NBC/Masters+45/PhD level of continuing education.)

i. Any 2003-2004 or earlier candidate for National Board Certification will be placed on the NBC/Masters+45/ PhD column of the salary schedule index upon successful completion of the National Board Certification process, or will receive a $2500 annual stipend, whichever is higher. Upon expiration of National Board Certification, the rules in Article XIV, C. 2, h., shall apply.

3. Supplemental Salary Index – The Supplemental Salary index as found in Article XIV, g, herein reflects an index for each position relative to the base salary and shall go into effect for all supplemental contracts listed during the contract year.

a. Creation or Alteration of Supplemental Contracts – The creation of additional supplemental contract positions may be suggested by an administrator or a bargaining unit member. Bargaining unit members may petition for creation of a new supplemental by completing form Application for Creating New Supplemental

Position, Article XIV, C., 3., e. If new supplemental positions are created by the administration or after petition by a bargaining unit member, or if the duties connected with an existing position are substantially altered, the pay for the newly created or altered position shall be mutually agreed upon by the Superintendent or designee and the Association President or designee. Once added, a supplemental position shall remain in effect until the termination of this Contract. A revised list of supplementals may be published during each year of the contract at the joint discretion of the Superintendent and the Association President. Such additional supplemental positions and supplemental salary indices shall be added in an Appendix of this Contract. The question of filling a position or not filling a position is a decision that shall remain with the Administration.

b. The Board agrees to follow the statutory procedures and requirements in filling supplemental positions.

c. All applicants shall submit an application for the desired supplemental position to the building principal and/or a designated administrator. In the event a candidate is not afforded an interview, the building principal or designee will notify the applicant in writing as to the reasons why the interview was not granted.

d. All applicants will be notified in writing as to whether or not they will be recommended for the supplemental position.

e. Application for Creating New Supplemental Position

Directions: Complete this form and give one copy to your building principal and another copy to the Association President.

1. Name of Requestor: _____ Building: _____ Date: _____

2. Proposed Supplemental Name/Club/Organization: _____

3. Building(s) served by the supplemental: _____

4. Anticipated number of students involved: _____

5. How often will this group meet? __ Weekly __ Monthly Other _____

6. What is the duration of this activity?

   ___ Entire year ___ One semester Other _____

7. Define the major goals of this group:

   a. _____

   b. _____

   c. _____

   d. _____

   e. _____

8. In addition to meeting with and leading students, what, if any, are other time commitments required of the advisor?

9. Please list any other information you believe useful.

10. If possible, please submit salaries from other districts offering similar supplemental positions.

f. Application for Supplemental Contract

WEST GEAUGA LOCAL SCHOOLS

8615 Cedar Road ~ Chesterland, Ohio 44026 ~ (440) 729-5900

APPLICATION FOR SUPPLEMENTAL CONTRACT

SCHOOL YEAR: _____

NAME _____ **TELEPHONE:** ( )

ADDRESS _____

CITY ZIP

POSITION APPLIED FOR _____

(Please list the position as it appears on the supplemental contract listing)

Have you previously held this position? _____

West Geauga supplemental experience: _____

Qualifications/experience for this position: _____

Are you currently employed by the West Geauga Local Schools? ☐ YES ☐ NO

If not a West Geauga employee, were you referred by someone currently employed in the school system? If yes, give name: _____

Signature: _____ **Date:** _____

ADMINISTRATOR'S RECOMMENDATION

I recommend that this applicant be awarded a contract for the abovementioned supplemental position.

_____ _____ _____

Administrator's Signature Building Date

This position is an all year assignment: ☐ YES ☐ NO

If not an all year assignment, include start/end dates: **Starts:** / / **Ends:** / /

FOR CENTRAL OFFICE USE ONLY

Date Received: _____ **BOE Approval Date:** _____

Contract Amount: $_____

Notes:

Rev. 5/05

g. Base Salary Schedule Index

WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2024-2025 (BASE SALARY: $47,297)

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PHD MS+45
0	37,431	47,297	48,011	49,094	50,177	52,344	53,422	54,500
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	38,788	49,231	50,002	51,251	52,713	55,006	56,194	57,371
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	40,146	51,175	51,994	53,408	55,243	57,669	58,960	60,252
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	41,508	53,110	53,990	55,555	57,773	60,332	61,732	63,123
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	42,861	55,044	55,981	57,712	60,308	62,995	64,499	66,003
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	44,223	56,983	57,972	59,869	62,839	65,658	67,271	68,883
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	45,575	58,923	59,968	62,025	65,369	68,321	70,037	71,754
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	46,938	60,857	61,959	64,177	67,904	70,983	72,809	74,710
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	48,290	62,796	63,955	66,344	70,435	73,651	75,576	77,501
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	49,563	64,731	65,946	68,486	72,965	76,314	78,347	80,381
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	51,005	66,670	67,937	70,638	75,495	78,977	81,114	83,110
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		68,609	69,929	72,795	78,031	81,639	83,886	86,133
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		70,543	71,920	74,952	80,561	84,302	86,653	89,003
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		72,483	73,916	77,104	83,091	86,965	89,424	91,884
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		74,422	75,907	79,256	85,626	89,628	92,196	94,764
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		74,422	77,936	81,412	88,157	92,291	94,963	97,649
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		74,422	77,936	81,412	90,687	94,953	97,735	100,516
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		74,422	77,936	81,412	90,687	94,953	97,735	100,516
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
18		75,391	78,915	82,491	91,955	96,287	99,120	101,949
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PHD MS+45
19		75,391	78,915	82,491	91,955	96,287	99,120	101,949
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
20		76,356	79,894	83,564	93,222	97,621	100,501	103,382
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
21		76,356	79,894	83,564	93,222	97,621	100,501	103,382
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22		77,326	80,887	84,643	94,490	98,955	101,887	104,824
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23		77,326	80,887	84,643	94,490	98,955	101,887	104,824
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24		77,326	80,887	84,643	94,490	98,955	101,887	104,824
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25		78,291	81,885	85,721	95,753	100,284	103,273	106,262
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		79,260	82,883	87,651	97,016	101,618	104,659	107,700
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2025-2026 (BASE SALARY: $48,858)

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PHD MS+45
0	38,666	48,858	49,596	50,715	51,833	54,071	55,185	56,299
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	40,068	50,856	51,653	52,943	54,452	56,822	58,048	59,265
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	41,471	52,864	53,710	55,170	57,066	59,573	60,906	62,240
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	42,878	54,863	55,771	57,389	59,680	62,323	63,769	65,206
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	44,275	56,861	57,828	59,617	62,299	65,074	66,628	68,181
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	45,682	58,864	59,885	61,844	64,913	67,825	69,491	71,157
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	47,080	60,867	61,947	64,072	67,527	70,575	72,349	74,122
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	48,487	62,866	64,004	66,295	70,145	73,326	75,212	77,176
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	49,884	64,869	66,066	68,533	72,759	76,082	78,070	80,059
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	51,198	66,867	68,123	70,746	75,373	78,832	80,933	83,034
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	52,688	68,870	70,180	72,969	77,987	81,583	83,791	85,853
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		70,873	72,237	75,197	80,606	84,334	86,655	88,975
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		72,872	74,293	77,425	83,220	87,084	89,513	91,941
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		74,875	76,355	79,648	85,834	89,835	92,376	94,916
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		76,878	78,412	81,871	88,453	92,586	95,239	97,892
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		76,878	80,508	84,099	91,066	95,337	98,097	100,872
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		76,878	80,508	84,099	93,680	98,087	100,960	103,833
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		76,878	80,508	84,099	93,680	98,087	100,960	103,833
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
18		77,880	81,520	85,213	94,990	99,465	102,392	105,313
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
19		77,880	81,520	85,213	94,990	99,465	102,392	105,313
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
20		78,876	82,531	86,322	96,299	100,843	103,818	106,794
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PHD MS+45
21		78,876	82,531	86,322	96,299	100,843	103,818	106,794
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22		79,878	83,557	87,436	97,609	102,221	105,250	108,284
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23		79,878	83,557	87,436	97,609	102,221	105,250	108,284
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24		79,878	83,557	87,436	97,609	102,221	105,250	108,284
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25		80,875	84,588	88,550	98,913	103,594	106,681	109,769
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		81,876	85,619	90,544	100,218	104,971	108,113	111,255
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2026-2027 (BASE SALARY: $50,568)

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PHD MS+45
0	40,020	50,568	51,332	52,490	53,648	55,964	57,117	58,270
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	41,471	52,636	53,460	54,795	56,358	58,811	60,080	61,339
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	42,922	54,715	55,589	57,101	59,063	61,658	63,038	64,419
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	44,378	56,783	57,723	59,397	61,769	64,505	66,001	67,488
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	45,825	58,851	59,852	61,703	64,479	67,352	68,960	70,568
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	47,281	60,924	61,981	64,009	67,185	70,198	71,923	73,647
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	48,727	62,998	64,115	66,315	69,890	73,045	74,881	76,717
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	50,184	65,066	66,244	68,616	72,600	75,892	77,844	79,877
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	51,630	67,139	68,378	70,932	75,306	78,744	80,803	82,861
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	52,990	69,207	70,507	73,222	78,011	81,591	83,766	85,940
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	54,533	71,281	72,636	75,523	80,717	84,438	86,724	88,858
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		73,354	74,765	77,829	83,427	87,285	89,687	92,089
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		75,422	76,894	80,135	86,132	90,132	92,646	95,159
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		77,495	79,028	82,436	88,838	92,979	95,609	98,238
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		79,569	81,157	84,737	91,548	95,826	98,572	101,318
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		79,569	83,326	87,043	94,254	98,673	101,530	104,403
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		79,569	83,326	87,043	96,959	101,520	104,494	107,467
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		79,569	83,326	87,043	96,959	101,520	104,494	107,467
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
18		80,605	84,373	88,196	98,314	102,946	105,975	108,999
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
19		80,605	84,373	88,196	98,314	102,946	105,975	108,999
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	NBC/PHD MS+45
20		81,637	85,419	89,344	99,670	104,372	107,452	110,532
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
21		81,637	85,419	89,344	99,670	104,372	107,452	110,532
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22		82,674	86,481	90,496	101,025	105,798	108,934	112,074
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23		82,674	86,481	90,496	101,025	105,798	108,934	112,074
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24		82,674	86,481	90,496	101,025	105,798	108,934	112,074
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25		83,705	87,548	91,649	102,375	107,219	110,415	113,611
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		84,742	88,615	93,713	103,725	108,645	111,897	115,148
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS
MEDICAL ASSISTANT AND LPN
SALARY INDEX SCHEDULE
2024-2025 (BASE SALARY: $47,297)

Exp		Medical Assistant		LPN	
0		$ 29,736		$ 36,263	
		0.6287		0.7667	
1		$ 30,814		$ 37,577	
		0.6515		0.7945	
2		$ 31,892		$ 38,892	
		0.6743		0.8223	
3		$ 32,975		$ 40,212	
		0.6972		0.8502	
4		$ 34,049		$ 41,522	
		0.7199		0.8779	
5		$ 35,132		$ 42,842	
		0.7428		0.9058	
6		$ 36,206		$ 44,152	
		0.7655		0.9335	
7		$ 37,284		$ 45,471	
		0.7883		0.9614	
8		$ 38,363		$ 46,781	
		0.8111		0.9891	
9		$ 39,370		$ 48,016	
		0.8324		1.0152	
10		$ 40,519		$ 49,411	
		0.8567		1.0447	

WEST GEAUGA LOCAL SCHOOLS
MEDICAL ASSISTANT AND LPN
SALARY INDEX SCHEDULE
2025-2026 (BASE SALARY: $48,858)

Exp		Medical Assistant		LPN	
0		$ 30,717		$ 37,459	
		0.6287		0.7667	
1		$ 31,831		$ 38,818	
		0.6515		0.7945	
2		$ 32,945		$ 40,176	
		0.6743		0.8223	
3		$ 34,064		$ 41,539	
		0.6972		0.8502	
4		$ 35,173		$ 42,892	
		0.7199		0.8779	
5		$ 36,292		$ 44,256	
		0.7428		0.9058	
6		$ 37,401		$ 45,609	
		0.7655		0.9335	
7		$ 38,515		$ 46,972	
		0.7883		0.9614	
8		$ 39,629		$ 48,325	
		0.8111		0.9891	
9		$ 40,669		$ 49,601	
		0.8324		1.0152	
10		$ 41,857		$ 51,042	
		0.8567		1.0447	

WEST GEAUGA LOCAL SCHOOLS
MEDICAL ASSISTANT AND LPN
SALARY INDEX SCHEDULE
2026-2027 (BASE SALARY: $50,568)

Exp		Medical Assistant		LPN	
0		$ 31,792		$ 38,770	
		0.6287		0.7667	
1		$ 32,945		$ 40,176	
		0.6515		0.7945	
2		$ 34,098		$ 41,582	
		0.6743		0.8223	
3		$ 35,256		$ 42,993	
		0.6972		0.8502	
4		$ 36,404		$ 44,394	
		0.7199		0.8779	
5		$ 37,562		$ 45,804	
		0.7428		0.9058	
6		$ 38,710		$ 47,205	
		0.7655		0.9335	
7		$ 39,863		$ 48,616	
		0.7883		0.9614	
8		$ 41,016		$ 50,017	
		0.8111		0.9891	
9		$ 42,093		$ 51,337	
		0.8324		1.0152	
10		$ 43,322		$ 52,828	
		0.8567		1.0447	

h. Supplemental Salary Schedule

1. Non-Athletics/Department Heads/Steering Teachers Supplemental Schedule: These supplementals may be filled at any building unless otherwise specified. Both administration and WGEA membership understand that filling supplemental positions is at the discretion of building administration. Teachers will be granted supplemental positions consistent with ORC 3313.53.

WEST GEAUGA LOCAL SCHOOLS
SUPPLEMENTAL CONTRACTS – NON-ATHLETICS

Base Salary		**$47,297**	**$48,858**	**$50,568**
School Year		**2024-2025**	**2025-2026**	**2026-2027**
Position	**Index Factor**	**Amount**	**Amount**	**Amount**
Academic Challenge Tutors 40 hr max (per hr)	0.0006825	32.28	33.35	34.51
Academic Decathlon	0.040	1,892	1,954	2,023
Academic Tutor (per hour)	0.000685	32.40	33.47	34.64
Academic Tutor, Special Ed (per hour)	0.0009	42.57	43.97	45.51
Acceptance Club (MS)	0.060	2,838	2,931	3,034
Book Club (MS)	0.017	804	831	860
Class Advisor (Freshman)	0.026	1,230	1,270	1,315
Class Advisor (Sophomore)	0.026	1,230	1,270	1,315
Class Advisor (Junior)	0.050	2,365	2,443	2,528
Class Advisor (Senior)	0.096	4,541	4,690	4,855
Club Advisors (Latin, Art)	0.030	1,419	1,466	1,517
Club Advisor (World Languages)	0.025	1,182	1,221	1,264
Coding Club (MS)	0.025	1,182	1,221	1,264
Curio Literary Advisor	0.025	1,182	1,221	1,264
Destination Imagination (District)	0.030	1,419	1,466	1,517
Dramatics	0.050	2,365	2,443	2,528
Dramatics Assistant	0.025	1,182	1,221	1,264
Envirothon Advisor	0.030	1,419	1,466	1,517

Base Salary		**$47,297**	**$48,858**	**$50,568**
School Year		**2024-2025**	**2025-2026**	**2026-2027**
Position	**Index Factor**	**Amount**	**Amount**	**Amount**
Gaming Club (MS)	0.025	1,182	1,221	1,264
Instructional Technology Specialists	0.067	3,169	3,273	3,388
Instrumental Music	0.087	4,115	4,251	4,399
Instrumental Music Assistant	0.073	3,453	3,567	3,691
Interact Club	0.025	1,182	1,221	1,264
Lighting and Sound	0.020	946	977	1,011
Marching Band	0.120	5,676	5,863	6,068
Marching Band Assistant	0.080	3,784	3,909	4,045
Marching Band Auxiliary	0.080	3,784	3,909	4,045
Math club (MS)	0.025	1,182	1,221	1,264
Math Club (Elementary)	0.025	1,182	1,221	1,264
Mentor, Level 1 – First Mentee	0.045	2,128	2,199	2,276
Mentor, Level 1 – Second Mentee	0.0225	1,064	1,099	1,138
Mentor, Level 2 - First Mentee	0.0340	1,608	1,661	1,719
Mentor, Level 2 - Second Mentee	0.017	804	831	860
Mentor – Lead	0.060	2,838	2,931	3,034
Mock Trial Coach	0.040	1,892	1,954	2,023
Musical	0.079	3,736	3,860	3,995
Musical Accompanist	0.025	1,182	1,221	1,264
Musical Assistant	0.040	1,892	1,954	2,023
National Honor Society	0.030	1,419	1,466	1,517
Newspaper (HS)	0.031	1,466	1,515	1,568
Overnight Trip not covered by another supplemental (per night)	stipend	65	65	65
Power of the Pen	0.040	1,892	1,954	2,023
Science Club (MS)	0.030	1,419	1,466	1,517
Science Olympiad	0.030	1,419	1,466	1,517
Sixth Grade Outdoor Education	0.030	1,419	1,466	1,517

Base Salary		**$47,297**	**$48,858**	**$50,568**
School Year		**2024-2025**	**2025-2026**	**2026-2027**
Position	**Index Factor**	**Amount**	**Amount**	**Amount**
Director				
Student Council (HS/MS)	0.063	2,980	3,078	3,186
Student Council (Intermediary/Elementary)	0.040	1,892	1,954	2,023
Teen Institute	0.030	1,419	1,466	1,517
Vocal Music	0.087	4,115	4,251	4,399
Vocal Music Assistant	0.067	3,169	3,273	3,388
Vocal Ensemble (Intermediary/Elementary)	0.030	1,419	1,466	1,517
West G TV	0.054	2,554	2,638	2,731
WGPDC Chairman	stipend	1,500	1,500	1,500
WGPDC Member (per meeting) (4)	stipend	150	150	150
Yearbook (HS)	0.080	3,784	3,909	4,045
Yearbook Assistant (HS)	0.060	2,838	2,931	3,034
Yearbook (MS)	0.040	1,892	1,954	2,023
Yearbook (Intermediary/Elementary)	0.035	1,655	1,710	1,770

i. Athletic Supplemental Schedule

WEST GEAUGA LOCAL SCHOOLS
SUPPLEMENTAL CONTRACTS – ATHLETICS

Base Salary		**$47,297**	**$48,858**	**$50,568**
School Year		**2024-2025**	**2025-2026**	**2026-2027**
Position	**Index Factor**	**Amount**	**Amount**	**Amount**
Fall Faculty Manager	0.100	4,730	4,886	5,057
Winter Faculty Manager	0.100	4,730	4,886	5,057
Spring Faculty Manager	0.090	4,257	4,397	4,551
Faculty Manager/MS	0.104	4,919	5,081	5,259
Head Football	0.190	8,986	9,283	9,608
Asst. Football/HS	0.140	6,622	6,840	7,080
Asst. Football/MS	0.090	4,257	4,397	4,551
Head Basketball	0.180	8,513	8,794	9,102
Asst. Basketball/HS	0.122	5,770	5,961	6,169
Asst. Basketball/MS	0.090	4,257	4,397	4,551
Head Lacrosse	0.100	4,730	4,886	5,057
Asst. Lacrosse	0.070	3,311	3,420	3,540
Head Wrestling	0.170	8,040	8,306	8,597
Asst. Wrestling/HS	0.112	5,297	5,472	5,664
Asst. Wrestling/MS	0.097	4,588	4,739	4,905
Head Soccer	0.150	7,095	7,329	7,585
Asst. Soccer/HS	0.104	4,919	5,081	5,259
Asst. Soccer/MS	0.078	3,689	3,811	3,944
Head Baseball	0.120	5,676	5,863	6,068
Asst. Baseball/HS	0.085	4,020	4,153	4,298
Asst. Baseball/MS	0.078	3,689	3,811	3,944
Head Track	0.150	7,095	7,329	7,585
Asst. Track/HS	0.104	4,919	5,081	5,259
Asst. Track/MS	0.078	3,689	3,811	3,944

Base Salary		**$47,297**	**$48,858**	**$50,568**
School Year		**2024-2025**	**2025-2026**	**2026-2027**
Position	**Index Factor**	**Amount**	**Amount**	**Amount**
Asst. Track Level 2	0.030	1,419	1,466	1,517
Head Gymnastics	0.120	5,676	5,863	6,068
Asst. Gymnastics/HS	0.085	4,020	4,153	4,298
Head Softball	0.120	5,676	5,863	6,068
Asst. Softball/HS	0.085	4,020	4,153	4,298
Asst. Softball/MS	0.078	3,689	3,811	3,944
Head Volleyball	0.150	7,095	7,329	7,585
Asst. Volleyball/HS	0.104	4,919	5,081	5,259
Asst. Volleyball/MS	0.090	4,257	4,397	4,551
Head Cross Country	0.120	5,676	5,863	6,068
Asst. Cross Country/HS	0.085	4,020	4,153	4,298
Asst. Cross Country/MS	0.078	3,689	3,811	3,944
Head Golf	0.100	4,730	4,886	5,057
Asst. Golf	0.070	3,311	3,420	3,540
Head Tennis	0.100	4,730	4,886	5,057
Asst. Tennis	0.070	3,311	3,420	3,540
Weight Room Coordinator	0.030	1,419	1,466	1,517
Athletic Director/MS	0.120	5,676	5,863	6,068
Cheerleader Advisor/HS	0.060	2,838	2,931	3,034
Cheerleader Advisor/MS	0.040	1,892	1,954	2,023
Intramural/HS	0.070	3,311	3,420	3,540
Intramural/MS (up to four positions per building)	0.010	473	489	506
Head Swimming Coach	0.150	7,095	7,329	7,585

Base Salary		$47,297	$48,858	$50,568
School Year		2024-2025	2025-2026	2026-2027
Position	Index Factor	Amount	Amount	Amount
Asst. Swimming Coach	0.104	4,919	5,081	5,259

WEST GEAUGA LOCAL SCHOOLS
SUPPLEMENTAL CONTRACTS –
DEPARTMENT HEADS/STEERING TEACHERS/TEAM LEADER

The following Department Heads/Steering Teachers/Team Leader will be paid at a rate of 0.01 per person, per department, per building. Total compensation is not to exceed 0.04.

Department Heads:

- Art
- Business
- English
- Foreign Language
- Guidance
- HPE
- Technology
- Family/Consumer Science
- Library
- Math
- Music
- Reading
- Science
- Social Studies
- Special Education
- Sixth Grade

Base Salary	$47,297	$48,858	$50,568
	2024-2025	2025-2026	2026-2027
Index Factor	Amount	Amount	Amount
0.01	473	489	506
0.02	946	977	1,011
0.03	1,419	1,466	1,517
0.04	1,892	1,954	2,023

Elementary/Intermediary Steering Supplemental:

The Elementary and Intermediary building shall create steering teams comprised of 4 or more members of the WGEA. Every attempt will be made by the building administration to select one steering team member from each grade level.

Team Leader

- Registered Nurse

D. PAY RATE FOR TUTORS

Any teacher working as a tutor shall be paid at the hourly rate of 0.000685 of the base salary.

1. Any teacher working as a special education classroom tutor shall be paid at the hourly rate of 0.00090 of the base salary. Further, special education classroom tutors will receive longevity step increase of $1.00 per hour for each five (5) years of teaching service in the West Geauga system, such service defined by the Ohio Revised Code.

E. WORK OUTSIDE THE CONTRACTUAL YEAR

Staff members who agree to work outside the contractual year (e.g. curriculum writing) shall be paid at a daily rate equal to 0.0050 of the current base salary. This does not include extended service which is part of an employee's limited contract.

F. TRAVEL REIMBURSEMENT

When, during the course of their employment, teachers are required to use their vehicles to properly fulfill their assigned duties, they shall be reimbursed at the IRS per mile rate within the school district during the school day. Travel outside the district and/or school day shall be reimbursed at the same rate, but such reimbursement shall be subject to prior authorization for such travel by the Superintendent.

G. SEVERANCE PAY

1. The Board shall grant severance payment pursuant to O.R.C. 124.39 to teachers based on unused accumulated sick leave days subject to the following conditions:

   a. The teacher must meet the minimum requirements of age and service for retirement in the State Teachers Retirement System of Ohio (on the date on which he/she terminates his service, and must apply for severance pay within 120 days of the date of the termination of service). To be eligible for this severance payment, the bargaining unit member must also have completed a total of at least ten (10) years of service with this District and/or any other political subdivision in Ohio.

   b. The teacher must file a copy of the retirement application papers with the Treasurer of the Board and write a letter of resignation for retirement purposes to the Board.

   c. A teacher will not be eligible for severance payment from the West Geauga Local School District if he/she has collected prior severance pay from any employer unit covered by the STRS, SERS or OPERS systems in Ohio including from this District.

d. Severance payment will be based on one-fourth (1/4) of the teacher's accumulated and unused sick leave days. Accumulated sick leave will be zero (0) after the severance payment is made.

e. All sick leave days accrued in the West Geauga Local School District and sick leave days that are legally transferable from prior employment shall be used in computing condition Article XIV, G., 1., d.

f. The number of days as determined in condition Article XIV, G., 1., d., shall be multiplied by the per diem rate of the retiring teacher in order to determine the amount of the severance payment. The per diem rate is determined by dividing the (regular) annual salary (exclusive of extra duty compensation) by the number of days in the adopted calendar for the position.

1. Number of allowable severance days will not increase from current levels for the life of this Contract.

2. Maximum number of sick leave days to compute severance pay. Computation shall not exceed three hundred (300) days. Maximum severance payment shall be seventy-five (75) days.

g. A person who retires and receives severance payment from an employing unit covered by the STRS, SERS, or OPERS Systems of Ohio and later is employed in the West Geauga Local School District shall have the total number of accumulated and unused sick leave days used in the calculation of prior severance payment deducted from his/her total balance of accumulated sick leave days.

h. The retiring teacher shall not be eligible for unemployment compensation.

i. The teacher must certify that all eligibility criteria have been met.

j. All severance payments shall be made in accordance with the following Special Pay Plan:

1. Participation in the 403(b) Special Pay Plan shall be mandatory for any eligible teacher fifty-five (55) years of age or older in the calendar year in which the teacher retires. For those eligible employees under the age of fifty-five (55), severance payments shall be made in a cash payment directly to the employee.

2. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described above; provided, however, that if the amount payable to the 403(b) Special Pay

Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Special Pay Plan after the first payroll date in January of the next calendar year.

3. A teacher who is a participant in the 403(b) Special Pay Plan shall complete a 403(b) Special Pay Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Special Pay Plan on behalf of the teacher.

4. If a teacher is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the 403(b) Special Pay Plan. In the event no beneficiary was designated by the employee, the severance pay will be paid to the deceased's estate.

5. The Plan year of the 403(b) Special Pay Plan shall be the calendar year.

6. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Special Pay Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments.

7. All contributions to the 403(b) Special Pay Plan and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board nor the WGEA guarantees any tax results associated with the 403(b) Special Pay Plan or check payments made to a teacher.

8. In the event a teacher is ineligible to participate in the 403(b) Special Pay Plan and dies, the severance pay shall be paid to the employee's estate.

k. Severance payment may be withheld by the Board until all debts and obligations of the retiring teacher due the Board are discharged.

H. EARLY RETIREMENT INCENTIVE

Any bargaining unit member who is or will become eligible for Early Retirement as defined by the State Teachers Retirement System (STRS) (see Section Article XIV, H., 3.) may elect to participate in the early retirement incentive program by providing written notice to the Superintendent's office prior to March 15 in the first year of retirement eligibility.

1. Effective for the duration of this contract, any bargaining unit member who becomes eligible for Early Retirement during a school year (see Article XIV, H., 3) accrues the right to this retirement incentive if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible.

2. Payment of Early Retirement Incentive

2017-2020 Years of Service	Payment
Based on eligibility (Article XIV, H., 3.)	$25,000

for Early Retirement under STRS Rules

3. To receive this benefit, an employee must elect an Early Retirement under STRS rules in one of the following categories:

   a. Any age and 30 years of Ohio service credit or

   b. Age 55 and 27 years of Ohio service credit (effective August 1, 2019, Age 55 and 28 years of Ohio service credit) or

   c. Age 60 and 5 years of Ohio service credit.

4. Payment of the retirement incentive and severance pay shall be as follows:

   a. For those retiring in the 2017-2018 school year:
      1. One-third (1/3) severance in January, 2019, and one-half (½) incentive in August 2018
      2. One-third (1/3) severance in January, 2020, and one-half (½) incentive in August, 2019
      3. One-third (1/3) severance in January, 2021

   b. For those retiring in the 2018-2019 school year:

      1. One-third (1/3) severance in January, 2020, and one-half (½) incentive in August, 2019
      2. One-third (1/3) severance in January, 2021, and one-half (½) incentive in August, 2020
      3. One-third (1/3) severance in January, 2022

   c. For those retiring in the 2019-2020 school year:

      1. One-third (1/3) severance in January, 2021, and one-half (½) incentive in August, 2020
      2. One-third (1/3) severance in January, 2022, and one-half (½) incentive in August, 2021
      3. One-third (1/3) severance in January, 2023

d. Participating staff members who purchase out of state, military service credit, etc., will be required to provide documentation which will serve as proof as to when eligibility to retire occurred. When the purchase of time is involved, eligibility to receive the retirement bonus will only be available until July 10th following the date of purchase.

5. Payments issued under the retirement incentive bonus plan will be exempt from retirement contributions in accordance with Ohio Revised Code.

6. The retirement incentive program ends July 10, 2020.

I. CROWD CONTROL ADMISSIONS

Upon request, the Board shall provide two (2) free admissions to each teacher for admission to all sponsored school activities within the regulations established by the Auditor of the State of Ohio.

J. INSURANCES

1. Contribution. The Board shall provide an eighty percent (80%) paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription, and dental. Part-time employee's benefits shall be pro-rated on the same basis, as is currently the practice, as follows:

PER MONTH/SINGLE	PER MONTH/FAMILY
0.75 of full-time	full Board contribution
0.45 to 0.75 full-time	½ Board contribution
less than 0.45 full-time	0 Board contribution

Bargaining unit members scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.

A four tier medical insurance plan will be offered. The tiers are: Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the annual open enrollment period by completing the appropriate enrollment form(s).

2. Life Insurance. The Board shall provide one hundred percent (100%) paid $25,000 life insurance for all employees. If available, individuals and dependents shall have the right to purchase and pay for more than $25,000 life insurance with the same company.

3. Rx Mail Order. Employees on maintenance prescription drugs should use the mail-in program. Employees may fill a prescription for maintenance medications up to three times at a network retail pharmacy, paying the applicable co-pay, before switching to the mail service pharmacy.

4. Vision Plan. The Board will provide a reimbursable vision program as follows: $150 per calendar year for employees with single dental coverage and $300 per calendar year for employees with family dental coverage. For purposes of the vision payment, "family" shall include the tiers titled Family, Employee & Spouse, and Employee & child(ren).

5. Provider/Carrier Change

Once during the term of the contract for medical, dental and life insurance, the Board of Education may, in its sole discretion, change carriers and/or providers, provided that such coverage and services shall be the same/equivalent as the coverage provided by the present carrier(s) as of the effective date of this Contract. The Board will consult with the West Geauga Healthcare Committee prior to any change in carriers or providers. No change in benefits will be made without the recommendation of the insurance committee and a vote of the parties.

6. West Geauga Health Insurance Committee

Three (3) bargaining unit members (appointed by the WGEA president) shall be members of the West Geauga Health Care Committee. The Committee shall study trends and utilization, assist with transitions, issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits.

7. Plan Design

a. Medical

Benefit Type	Benefit Level
Deductible - Single/Family (network)	$750/$1500
Deductible - Single/Family (non-network)	$2,250/4,500
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%
Co-Insurance Maximum - Single/Family (network)	$2,250/4,500
Co-Insurance Maximum – Single/Family (non-network)	$6,750/13,500
Annual Out of Pocket Maximum – Single/Family (network)	$6,600/13,200
Annual Out of Pocket Maximum - Single/Family (non-network)	unlimited
Office Visit Copay – Primary Care	$10
Office Visit Copay – Specialist	$10
Emergency Room	$75
Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	$35

b. Prescription Drug

Benefit Type	Benefit Level
Generic Copay	$10 retail, 30-day supply $25 mail order, 90-day supply)
Formulary Copay	$30 retail, 30-day supply $75 mail order, 90-day supply
Non-Formulary Copay	$60 retail, 30-day supply $150 mail order, 90-day supply

c. Dental

Benefit Type	Participating Provider	Non-Participating Provider
Benefit Period Deductible (Per Person/Per Family)	$25 / $50	
Class I/Preventive Care	100%	100%
Class II/Basic Restorative	90% after plan deductible	80% after plan deductible
Class III/Major Restorative	60% after plan deductible	60% after plan deductible
Class IV/Orthodontia (applies only to a Dependent Child less than 19 years old)	50%	50%
Class V	60% after plan deductible	60% after plan deductible
Class IX/Implants	60% after plan deductible	60% after plan deductible

8. Teachers scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.

9. A four tier medical insurance plan will be offered. The tiers are Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the open enrollment period by completing the appropriate enrollment form(s).

    a. Members will be notified of the rate structure for Single, Employee & Spouse, Employee & Child(ren), and Family medical insurance plans before the conclusion of the open enrollment period each insurance plan year.

10. The Board shall contract with telemedicine provider (Call a Doctor Plus) for their services. It is agreed by both parties that our participation in telemedicine shall be evaluated by the Insurance Committee on a yearly basis. The Board shall assume the cost and participant fees for this service.

K. HEALTH MAINTENANCE ORGANIZATION

Effective July 1, 2001, all new employees or employees currently on the traditional health plan will only be offered the traditional health plan. Teachers who are currently participating in the Health Maintenance Organization (HMO) program can remain in the program but will not be able to participate in the district's prescription discount drug program unless they elect to participate in the traditional health plan.

1. In the event that the HMO cost for equivalent hospitalization/surgical medical coverage exceeds the cost of hospitalization/surgical medical coverage, the Board's contribution will be limited to the amount paid by the Board for equivalent hospitalization/surgical medical coverage.

L. FLEXIBLE SPENDING ACCOUNT

1. A Plan Design for a Flexible Spending Account (FSA) shall be offered to Teachers on a voluntary basis to use pre-tax dollars for qualified non-covered medical, dental and vision care expenses including deductibles and coinsurance.

2. A Plan Design for a FSA shall be offered to Teachers on a voluntary basis to use pre-tax dollars to pay for qualified dependent care expenses including, but not limited to babysitting and day care.

3. The FSA Plan Designs shall be administrated by a third party.

4. The FSA third-party administrator shall present to Teachers the necessary enrollment forms, materials, and other documents for the purpose of educating Teachers before they decide to enroll in the FSA. The FSA third-party administrator shall come to the school district to make the needed presentation(s) prior to the annual open enrollment period.

    a. The Board shall cover all administrative costs including but not limited to set-up fees, ongoing administrative fees and participant fees.

M. INSURANCE CONTRACTS

The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Contract. Copies of existing contracts shall be provided to the Association within one (1) week of ratification of the Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided within one (1) week after they are received.

N. DESCRIPTION OF PLAN BENEFITS

Within sixty (60) days following the signing of this Contract and thereafter as amendments in coverages are made, each teacher shall receive a plan description for each insurance benefit provided by the Board as it is available from the insurance company.

O. STRS PICKUP

The Board herewith agrees to pickup (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each teacher shall equal the amount he/she is required to STRS to pay into his/her account. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pickup percentage shall apply uniformly to all members of the bargaining unit.

P. SUBSTITUTE TEACHER PAY

A substitute teacher shall be paid no less than 0.0025 of the base salary ($118.24 for 2024-2025), ($122.15 for 2025-2026), ($126.42 for 2026-2027) per day.

1. Long Term Substitute Pay - Teachers employed as a substitute with an assignment to one (1) specified teaching position shall be paid at the daily substitute rate for the first thirty (30) days of their long-term assignment. After said number of days in one (1) assignment, Long Term Substitutes shall be placed on the Teacher Salary Index Schedule in accordance with Article XIV, C., 2., a. through Article XIV., C., 2., i., with an experience level from BS + 0 to BS + 5 years maximum, depending upon years of experience.

    a. Long Term Substitutes who are former regular employees of the West Geauga Local School District shall be paid at the daily substitute rate as determined in Article XIV, P., for not more than the first thirty (30) days of their assignment to one (1) specified teaching position. After said number of days, former West Geauga Local School district regular employees shall be placed on the Teacher Salary Index Schedule in accordance with Article XIV, C., 2., a. through Article XIV., C., 2., i., with an experience level of BS + 0 to BS + 5 years maximum, depending upon years of experience.

Q. CLASSROOM COVERAGE BY TEACHERS

The Board agrees to pay the rate of $.65 per minute for classroom coverage by teachers.

R. REHIRING A RETIRED WEST GEAUGA TEACHER

Any bargaining unit member who wishes to retire contingent upon being rehired to the same position may indicate same in writing to the Superintendent by March 15. The Superintendent will notify the bargaining unit member of his/her intent to recommend the rehire to the Board pending a public hearing no later than May 15.

If that bargaining unit member is recommended by the Superintendent for the position being requested, said bargaining unit member shall earn seventy percent (70%) of the annual salary held upon their retirement for each year that they are rehired based on the teacher salary schedule at the appropriate training level and shall receive all the other rights and benefits of the contract between the Association and the Board, except that the bargaining unit member shall receive only a one (1) year contract. Employment in subsequent years shall be at the discretion of the Board. Also, the bargaining unit member shall not be eligible for additional severance pay unless he/she works five (5) years.

For transition purposes, this section will take effect thirty (30) days after ratification by the parties.

ARTICLE XV – EFFECTS OF THE CONTRACT

A. NO REPRISALS

There shall be no reprisals taken against the teachers for action taken relative to negotiations, membership representation, holding office in the Association, for the formal filing of a grievance, for utilizing any benefit of this Contract, and/or for holding membership in the Association.

B. AMENDMENT

This Contract represents the full understanding and commitment between the parties. This Contract may be added to, deleted from, or otherwise changed only by an amendment in writing properly signed and adopted by each party.

C. SEVERABILITY

If any provision of this Contract or any application of this Contract to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. LEGAL RIGHTS

Nothing in this Contract shall deny any teacher rights or privileges that are granted to said teachers by the Ohio Revised Code or any other statute or law.

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes.

E. INDIVIDUAL CONTRACTS

All individual contracts entered into between a teacher and the Board shall be consistent with the terms and conditions of this Contract.

Compensation for bargaining unit positions shall not exceed those rates set forth in this Contract except as agreed to by the parties to this Contract.

F. DUPLICATION AND DISTRIBUTION

1. Distribution – As soon as is reasonably possible after the parties have formally ratified this Contract, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Association shall have copies of the Contract printed and distributed to each teacher. Teachers hired thereafter shall also be furnished with a copy of the Contract upon employment.

2. Cost of Preparation and Printing – The Board shall pay all costs associated with printing and distribution of the Contract.

G. TOTAL AGREEMENT

The parties acknowledge that this Contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

H. DURATION

This contract shall remain in force from July 1, 2024 through 11:59 PM June 30, 2027.

The parties to this Contract signed this date May 31, 2024.

FOR THE ASSOCIATION

Dan Reich, President

Anne Thomas, LRC

Gordon Petronsky, Vice President

Julie Northup, Vice President

Frank Vosicky, Treasurer

FOR THE BOARD

Christina Sherwood, President

Rich Markwardt, Superintendent

Karen Pavlat, Treasurer

APPENDIX A

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections	The teacher plans	The teacher plans lessons	The teacher plans lessons	The teacher plans

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	lessons that demonstrate no connections to student prior learning or future learning.	that attempt to make connections with student prior learning or future learning. These connections are not clear.	that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction,	**Planning instruction for the whole child** Element 1.2	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture,	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning,	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
post-conference, formal observation, classroom walk-throughs/informal observations, peer review **LESSON DELIVERY** *(continued)*		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		differentiated instructional strategies or resources.	resources.		for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys					students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and collaboration**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and	The teacher uses effective and appropriate communication and	The teacher uses multiple effective and appropriate

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

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

Professional Growth Plan

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

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

Teacher Name: Evaluator Name: ☐ Self-Directed ☐Jointly Developed ☐Evaluator Guided

(Accomplished) (Skilled) (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery		☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____.
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Pre-Conference Planning **Ohio Teacher Evaluation System 2.0**

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0
Post-Conference Planning
The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations
Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions
The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  1.
  2.
  3.
  4.
  5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
   - Discuss identified focus area(s)
   - Ask self-reflection question/s

- Provide evidence from notes
- Share resources and supports

3. Present evidence and rating connected to the rubric.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____

☐ **Photocopy to Teacher**

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
				Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.

Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure

				equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

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

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

1.
2.
3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
    - Review conference process
    - General impression question: “How do you think the activity went?
2. Reinforcing the School Counselor:
    - Identify an area of reinforcement (ONLY one area)
    - Ask self-analysis question
    - Provide evidence from notes
3. Refining the School Counselor’s Skill:
    - Identify an area of refinement (ONLY one area)
    - Ask self-analysis question
    - Provide evidence from notes
    - Give a recommendation for future practice

Present evidence and rating connected to the rubric

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature

☐ **Photocopy to School Counselor**

Appendix B

EVALUATION SUMMARY REPORT RELATED SERVICES _____ SCHOOL YEAR

Occupational Therapy Speech/Language Therapy

Name _____ Date _____

(A) Accomplished: Performance and professional knowledge consistently exceeds the expectations of the organization and/or assigned district(s)
(S) Skilled: Performance and professional knowledge consistently meets expectations at an acceptable level for the organizations and/or assigned district(s).
(D) Developing**:** Acquiring and/or cultivating new skills or competencies. Improving current skills or is in a new assignment. Demonstrates a need for continued growth.
(I) Ineffective**:** Performance does not meet acceptable requirements and/or expectations of the district.. An Improvement Plan may be developed and implemented.

A	S	D	I	*I. Evaluation and Assessment*	Comments
				Completes evaluations within time frame as required by policies/procedures.	
				Appropriately selects and administers formal and informal evaluations which provide information as to the strengths and weaknesses of the student.	
				Appropriately presents reports to school team and to families which are clear, coherent, and contain relevant information presented in technically correct and understandable language.	
				Develops clearly defined and appropriate goals and objectives for students based upon assessment data.	
				Works cooperatively with school staff and parents to develop their portion of the IEP (present levels, goals, objectives or benchmarks, services, accommodations/modifications, etc.).	
A	**S**	**D**	**I**	***II. Treatment and Delivery of Services***	**Comments**
				Uses instructional time efficiently	
				Establishes instructional procedures and implements effective techniques that facilitate progress in relevant area of therapy, as well as overall needs of the student(s) based on data.	

				Sets expectations and effectively manages student behavior.	
				Evaluates progress regularly and documents on the IEP progress report in a timely manner.	
				Lessons and interventions for each student are related to and appropriate for IEP goals and objectives.	
				Therapy services are provided in the least restrictive manner and integrated into the classroom/program/school setting to the greatest degree possible, as appropriate.	
				Redesigns treatment program as student progresses or regresses and assesses the appropriate time to discontinue treatment when necessary.	
				Interactions with student(s) demonstrate care, concern, and respect and an environment is created which is conducive to learning.	
A	**S**	**D**	**I**	**III. *Consultation and Collaboration***	**Comments**
				Collaborates with other service providers to ensure students are being served appropriately.	
				Maintains positive interpersonal relationships with families.	
				Maintains positive interpersonal relationships with teachers, administrators, and other professionals.	
				Engages in problem solving behavior when conflicts arise.	
				Is visible and available to staff, family and school administration.	
				Communicates effectively both orally and in writing with parents, students, colleagues, and supervisor(s).	
				Has knowledge of, and can recommend, appropriate interventions, treatments, etc. to other staff working with assigned student(s).	
A	**S**	**D**	**I**	**IV Professional Skills and Growth**	**Comments**
				Continues professional development through coursework and/or seminars, professional reading and membership in professional organizations	
				Maintains an efficient and effective record keeping system; records reflect accurate documentation including a description of intervention strategies provided and the student's response to these strategies.	
				Implements advancements and updated techniquest in the discipline	
				Takes initiative to carry out job responsibilities	

				Understands and implements Due Process procedures as they relate to school-based therapy.	
				Protects confidentiality of students, faculty and families.	
				Follows standards of professional and ethical conduct as defined by professional organizations (Ohio Licensure Board).	
				Completes required forms, reports, and other necessary paperwork accurately and on time.	
				Exhibits regular attendance and punctuality for meetings, appointments, work, and other timelines.	

Comments from District Administration:

Evaluator Comments:

Employee Comments:

Your signature does not necessarily indicate agreement with the evaluation, but rather that you have received a copy of the form.

Employee Signature_____Date_____

Evaluator Signature_____Date_____

Registered Nurse

Performance Evaluation

Employee Name_____ Date of Review_____

The School Licensed Registered Nurse:	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**Not Applicable**
	4	**3**	**2**	**1**	**NA**
Collects comprehensive data pertinent to the health care consumer's health and/or situation					
a. Collects and prioritizes comprehensive data based on the healthcare consumer's immediate condition or anticipated needs in a systematic and ongoing process;					
b. Uses appropriate evidence based assessment techniques, instruments, and tools;					
c. Documents relevant data in a retrievable format.					
Analyzes the assessment data to determine diagnosis or issues					
a. Derives the diagnosis or issues through analysis of a broad range of assessment data, including data from the student, family, school staff, and healthcare providers;					

b. Documents diagnoses or issues in a retrievable format that facilitates the determination of the expected outcome and plan.					
<u>The School Licensed Registered Nurse:</u>	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**Not Applicable**
	4	**3**	**2**	**1**	**NA**
Identifies expected outcomes for a plan individualized to the health care consumer or situation					
a. Involves the student, family, health care providers, and others in formulating expected outcomes when possible and appropriate;					
b. Uses standardized language or recognizable terminology to document the outcome in retrievable form.					
Develops a plan that prescribes strategies and alternatives to attain expected outcomes					
a. Develops an individualized plan in partnership with the student's characteristics or situation that addresses each of the identified diagnoses, including emergency care provisions;					
b. Establishes the plan priorities with the family and others as appropriate and uses the plan to provide direction to other members of the health care team;					
c. Documents the plan in a manner that uses standardized language or recognized terminology.					
Implements the identified plan & coordination of care					
a. Partners with all stakeholders as appropriate to implement the plan in a safe, realistic and timely manner;					

b. Uses evidence based interventions and treatment specific to the diagnosis or problem and documents any changes and/or community involvement as appropriate;					
c. Provides medically prescribed interventions as well as responding to health care issues by providing counseling and crisis intervention when required;					
d. Educates colleagues regarding implementation of plan and documents coordination of care.					
Employs Strategies to promote health and a safe environment, especially regarding health education.					
a. Promotes health principles through the coordinated school health program;					
Coordinates care delivery					
a. Advocates for the delivery of dignified, culturally competent, developmentally appropriate, and humane care by the interprofessional team, incorporates plan into student's day and after school activities and documents coordination of care.					
Evaluates progress through attainment of outcomes					
a. Conducts a systematic, ongoing evaluation of the outcomes prescribed by the plan and indicated timeline including collaboration with the health care consumer and others involved including documenting results of the evaluation.					
Practices Ethically					
a. Uses Code of Ethics for Nurses and other resources to guide practice;					
b. Upholds health care consumer confidentiality within legal, regulatory, and ethical parameters of health and education;					

c. Integrates caring, kindness, and respect into nursing practice.					
Attains knowledge and competency that reflect current nursing practice					
a. Participates in ongoing educational activities related to professional issues and shares educational findings, experiences, ideas with peers.					
Integrates evidence and research findings into practice					
a. Uses current evidence based nursing knowledge, including research findings to guide practice and initiate change into school nursing practice.					
Contributes to quality nursing practice					
a. Participates in quality improvement activities, identifies, collects, analyzes data, formulates recommendations and implements activities to improve school nursing practice.					
<u>The School Registered Nurse:</u>	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**Not Applicable**
	4	**3**	**2**	**1**	**NA**
Communicates effectively in a variety of formats in all areas of nursing practice					
a. Conveys information to health care consumers in formats that promote understanding;					
b**.** Discloses observations or concerns related to hazards, errors in care, or the practice environment to the appropriate level of administration.					

Demonstrates leadership in the professional practice setting and the profession					
a. Incorporates the vision and goals of the school organization when planning care and implementing and measuring progress of the individual student;					
b. Provides direction to enhance the effectiveness of the school multi-disciplinary team.					
Collaborates with the health care consumer, family and others in the conduct of nursing practice					
Evaluates one's own nursing practice in relation to professional practice standards and guidelines, relevant statutes, rules and regulations					
a. Takes action to achieve goals identified during the evaluation process;					
b. Takes corrective action to rectify mistakes and reduce future errors.					
Utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible					
Practices in an environmentally safe and healthy manner					
Manages school health services					

Comments/Recommendations:

Evaluator Signature Date Employee Signature

School Licensed Practical Nurse

Performance Evaluation

Employee Name_____ Date of Review_____

The School Licensed Practical Nurse:	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**N/A**
	5	**4**	**3**	**2**	**1**
1. Contributes to the assessment of the health status of individual students and schools.					
a. Uses basic nursing knowledge to assess and monitor the health status of individual students.					
b. Participates in routine health screening and assists in the assessment of screening results.					
c. Assists in the assessment of the immunization status of the student population.					
2. Participates in the development of the nursing plan of care for individual students and the school population.					
a. Assists with the development of individualized health and emergency care plans.					

b. Assists with school planning related to health and safety.					
The School Licensed Practical Nurse:	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**N/A**
	5	**4**	**3**	**2**	**1**
3. Implements aspects of the nursing plan of care, commensurate with education and verified competency under the direction and supervision of the licensed school nurse.					
a. Provides nursing/medically prescribed interventions					
b. Administers medications to students in compliance with the Nursing Practice Act.					
c. Assists the implementation of policies and procedures regarding the control of communicable diseases in schools.					
d. Prepares and maintains accurate and complete records and reports as required by law, state directives, district policies and administrative regulations.					

4. Collaborates with the school licensed registered nurse, assistants, site administrators, school staff, parents and students regarding the provision of health care for individual students and the school population as a whole.					
5. Participates in the evaluation of responses to nursing interventions.					
6. Maintains professional competence through individual and staff training, in-service educational activities and self-selected professional growth activities.					
<u>The School Licensed Practical Nurse:</u>	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**N/A**
	5	**4**	**3**	**2**	**1**
7. Shares the responsibility for the care of district inventory, as well as the proper and safe use of facilities, equipment and supplies, reporting safety hazards promptly.					
8. Maintains confidentiality in accordance with state and federal laws and district policy.					
9. Demonstrates effective interpersonal and communication skills with diverse populations, including; students, parents, coworkers and supervisor					

Comments/Recommendations:

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Evaluator Signature	Date	Employee Signature	Date

School Medical Assistant

Performance Evaluation

Employee Name_____ Date of Review_____

	Accomplished	Skilled	Developing	Ineffective	N/A
	5	4	3	2	1
1. Collects and reports data regarding health status of students under the direction and supervision of the school licensed registered nurse.					
a. Assists with routine vision, hearing, and scoliosis screening.					
b. Assists with monitoring of students per individualized health care plans and medical 504 plans.					
c. Shares relevant information/observations with the school licensed registered nurse.					
2. Implements aspects of the nursing plan of care commensurate with training and verified competency under the direction and supervision of the school licensed nurse.					
a. Performs student-specific delegated nursing procedures and treatments in accordance with the individualized health care plans and medical 504 plans.					
b. Assists with administration of medications to students in accordance with school district medication policy and the Nursing Practice Act.					

c. Assists with implementation of policies and procedures regarding the control of communicable diseases in schools.					
d. Certified in basic first aid and CPR.					
The School Medical Assistant:	**Accomplished**	**Skilled**	**Developing**	**Ineffective**	**N/A**
	5	**4**	**3**	**2**	**1**
3. Assists with maintenance of student health records, including immunization records, medication administration and shares relevant information with the school licensed registered nurse.					
4. Maintains confidentiality in accordance with state and federal laws and district policy.					
5. Shares responsibility for the care of district inventory, as well as proper and safe use of facilities equipment and supplies and reports safety hazards immediately.					
6. Maintains a clean, organized and orderly health room environment.					
7. Demonstrates effective interpersonal and communication skills with diverse populations, including students, parents, coworkers and supervisor(s).					
8. Maintains competency through training and in-service educational activities and pursues best practices to improve the health care of students.					

Comments/Recommendations:

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Evaluator Signature	Date	Employee Signature	Date

APPENDIX C

Article IV-Fair Share Fee Language

The entire section shall be preserved in the Appendix of the CBA.

SECTIONS G.-M. "Fair Share Fee" are void as a matter of law based on the Supreme Court decision in Janus v AFSCME, Council 31, 585 U.S. (2018), but this language is preserved and will be automatically implemented if Fair Share Fee becomes legally permissible.

FAIR SHARE FEE

The Association has the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual member of the bargaining unit. Association dues and fees and payroll deductions shall be in the amount certified by the Association no later than September 30 to the Board Treasurer, except that the amount for the fair share fee shall conform to Article IV, H., herein. These deductions shall commence with the second payday in October and continue each second pay of the month through July. In the event a teacher will cease to have right to salary prior to completing deduction of a given amount within that Contract year, the Board Treasurer shall deduct the amount due from the teacher's last paycheck. Teachers may discontinue membership in the Association between September 1 and September 15 in any year by notifying the Board and Association treasurers in writing. Any teacher making such notification will then become a fair share fee payer according to Article IV, G.

H. NOTIFICATION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the time of this Contract. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to the Association's work in the realm of collective bargaining.

I. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association, to the Treasurer of the Board on or about December

1 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.

J. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

K. TRANSMITTAL OF DEDUCTIONS

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

L. PROCEDURE FOR REBATE

The Association represents to the employer that an internal rebate procedure has been established in accordance with section 4117.09 of the Ohio Revised Code and that procedure for challenging the amount to the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

M. ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.