Thu, 12/04/2025 12:29:20 PM SERB

1508-01
25-MED-03-0342
46218

MASTER AGREEMENT

Between the

WESTERN RESERVE BOARD OF EDUCATION

and the

TEACHERS ORGANIZATION OF WESTERN RESERVE

September 1, 2025 – August 31, 2028

TABLE OF CONTENTS **PAGE**

ARTICLE I. RECOGNITION 1

1.01 Statement of Recognition 1

1.02 Definition of Bargaining Unit 1

1.03 Duration of Recognition 2

1.04 Representation Election 2

1.05 Association Rights 3

ARTICLE II. NEGOTIATIONS PROCEDURE 5

2.01 Preamble 5

2.02 Initiation of Negotiations 5

2.03 Scope of Negotiations 6

2.04 Meetings 6

2.05 Disagreement 7

2.06 Agreement 7

2.07 No Reprisals 7

2.08 Reopening of Negotiations 8

ARTICLE III. GRIEVANCE PROCEDURE 8

3.01 Definition 8

3.02 Procedure 8

3.03 Request for a Second List 10

3.04 Expedition of Grievances 10

3.05 Rights to Representation 10

3.06 Time Limits 10

3.07 Record Keeping 11

ARTICLE IV. LEAVE POLICIES 11

4.01 Personal Leave 11

4.02 Sick Leave 12

4.03 Assault Leave 13

TABLE OF CONTENTS **PAGE**

4.04	Jury Duty	14
4.05	Professional Leave	14
4.06	Association Leave	15
4.07	Sabbatical Leave	15
4.08	Parental Leave	16
4.09	Extended Leaves of Absence	18
4.10	Leave of Absence Under Family Medical Leave Act	20
ARTICLE V. RIGHTS AND RESPONSIBILITIES		20
5.01	Assignments	20
5.02	Vacancies and Transfers	20
5.03	Seniority	23
5.04	Discharge of Employees	24
5.05	Reduction in Force	28
5.06	Employee Contracts	32
5.07	Evaluation Procedure	32
5.08	Personnel File	33
5.09	Non-Discrimination	34
5.10	School Year	34
5.11	School Day	35
5.12	Substitutes	36
5.13	Occupational Safety and Health	36
5.14	Western Reserve Local Professional Dev. Committee	39
5.15	Educational Environment Review Committee	39
ARTICLE VI. SALARY AND FRINGE BENEFITS		39
6.01	Salary Schedule Guidelines	39
6.02	Salary Schedules	41
	6.021 – Salary Schedule Effective September 1, 2025	42
	6.022 – Salary Schedule Effective September 1, 2026	43
	6.023 – Salary Schedule Effective September 1, 2027	44

TABLE OF CONTENTS **PAGE**

6.03	Longevity	45
6.04	Hourly Rate of Compensation	45
6.05	Supplemental Salary Schedule	45
6.06	Travel Reimbursement	48
6.07	Severance Pay	48
6.08	Employee Insurances	51
6.09	STRS Pickup	53
6.10	Attendance Incentive	56
6.11		56
ARTICLE VII. EFFECTS OF THE CONTRACT		57
7.01	No Reprisals	57
7.02	Amendments	57
7.03	Implementation	57
7.04	Severability	58
7.05	Personnel Forms	58
7.06	Duplication and Distribution	59
7.07	Duration	59
	Signature Page	60
APPENDIX		
A	PERSONAL LEAVE FORM	61
B	ASSAULT REPORT FORM	62
C	NOTICE OF VACANCY	63
D	REQUEST FOR TRANSFER	64
E	APPLICATION FOR USE OF SICK LEAVE	65
F	TEACHER EVALUATIONS	66
G	COUNSELOR EVALUATIONS	73

THIS MASTER AGREEMENT made and entered into by and between the Western Reserve Board of Education and the Teachers Organization of Western Reserve is as follows:

ARTICLE I. RECOGNITION

1.01 Statement of Recognition

The Western Reserve Board of Education, hereinafter referred to as the Board, recognizes the Teachers Organization of Western Reserve, hereinafter referred to as the Association, as the sole and exclusive employee representative for all professional, non supervisory, certified and licensed employees of the Board.

1.02 Definition of Bargaining Unit

1.021 Inclusions

As used in this Agreement, "Teacher", "Professional Certified/Licensed Employee", and "Employee Unit" shall include: professional certified/licensed employees, certified substitute employees, (more than sixty (60) consecutive days in one bargaining unit position), part-time employees.

1.022 Definition of Part-Time Employee

The Term “Part-Time Employee” shall be defined as all professional certified/licensed employees who are regularly scheduled to work fewer hours than the thirty-six and two thirds (36 2/3) hour work week, unless specifically excluded by this provision.

1.023 Exclusions

Employees excluded from the Employee Unit shall include:

A. The Superintendent of Schools, administrators, supervisors, directors, and all employees with supervisory or managerial responsibilities. A supervisor shall be defined as any employee who has the authority to hire, discharge or discipline, or the authority to recommend the hiring, discharge, or discipline of a member of the Employee Unit or the authority to responsibly direct or to evaluate the professional performance of those employees during the school day, or the authority to recommend resolutions to grievances.

All substitute certificated personnel employed by the Board for fewer than sixty (60) consecutive days in one bargaining unit position, homebound tutors, and non-certified employees shall also be excluded from the Employee Unit.

B. An employee employed under an administrative contract who assumes and carries out supervisory or managerial responsibilities during more than fifty percent (50%) of the school day and who is required to possess a certificate prescribed by Ohio Revised Code 3319.22(I), (F), (G), (H), (J), (L), or (M) or is a supervisor certified under Ohio Revised Code 3319.22 (I) shall be excluded from the Employee Unit.

C. A substitute employee shall be excluded if mutually agreed upon by both the Superintendent and the Association President. This would be done prior to the sixty (60) consecutive day limit in one bargaining unit position for a substitute. If excluded, the substitute is free to negotiate an individual contract with the Board. This contract will not exceed the current student school year.

1.024 Restrictions

An employee included in the Employee Unit as provided in Section 1.021 shall not be required to perform supervisory or managerial responsibilities as provided in Section 1.023.

1.03 Duration of Recognition

The period of recognition is for as long as the union is certified as the exclusive representative by SERB.

1.04 Representation Election

1.041 Criteria for Election

A representation election shall be conducted by the State Employment Relations Board when a valid petition is filed by thirty percent (30%) or more of the eligible employees in the Employee Unit or by the Board in accordance with the rules prescribed by the State Employment Relations Board.

1.042 Petitioning Period

A petition for an election may be filed with the State Employment Relations Board no sooner than one hundred twenty (120) days nor later than ninety (90) days, and at no other time, prior to the expiration of this agreement.

1.043 Restrictions

The State Employment Relations Board may not conduct an election in the Employee Unit represented by the Association during the term of this

Agreement or after its expiration if a State Employment Relations Board – conducted election has been conducted in the preceding twelve (12) month period.

1.05 Association Rights

Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to certain privileges not granted to any other employee organization:

A. The right to payroll deduction of membership dues in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of Employee Unit members when so authorized in writing by each employee by September 15 of any school year.

2. The deduction for those employees previously electing payroll deduction of dues and for employees authorizing the District Treasurer to deduct dues shall be made equally from ten consecutive pays beginning with the first pay date in October.

3. Individual authorization forms for dues deductions shall be furnished by the local Association, and when executed shall be filed by the Association with the District Treasurer.

4. Dues deductions shall be transmitted by the District Treasurer to the local Association Treasurer.

5. The right to refund to an employee such dues deducted from his pay shall lie solely with the local Association.

B. Payment of Association dues shall be accomplished in the following manner:

1. By September 15, each member of the Employee Unit shall sign and deliver to the Association and the District Treasurer a copy of the authorization form for payroll deduction of Association membership dues. This authorization shall continue in effect from year to year until revoked in writing by the employee before August 31. A copy of such revocation shall be provided both to the Board and the Association.

2. The District Treasurer shall, when authorized on the basis of a signed, voluntary authorization form, deduct Association dues from

the pay of every such authorizing member of the Employee Unit and pay such dues to the Treasurer of the Association.

C. The right to use a bulletin board in each building designated for notice to Employee Unit members.

D. The right to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal. Said approval shall not be unreasonably withheld.

E. The right to use the building public address system to make announcements subject to the prior approval of the building principal. Said approval shall not be unreasonably withheld.

F. The right to use school phones for conducting Association business. The Association shall assume the cost for any toll call necessitated by Association business outside of the Youngstown metropolitan area.

G. The right to use a school building provided that advance notification has been provided to the building principal and the Association use of the building does not interfere with any previously-scheduled utilization of the building.

H. The right to meet with member(s) of the Employee Unit during the school day without loss of pay as is necessary to discharge its obligation as employee representative provided such representation occurs during non-instructional time or has been given prior approval by the Superintendent or his designated representative.

I. Up to two (2) Association representative(s) shall have the right to represent Employee Unit members at grievance hearings and to attend arbitration proceedings during the school day without loss of pay.

J. The Association President shall receive a copy of the agenda of each Board meeting in advance of the scheduled meeting. Said agenda shall include all attachments except when said attachments include confidential personally identifiable student information. A representative of the Association shall be permitted to address the Board at an appropriate time(s) during its regular or special meetings in public or executive session.

K. Names and addresses of newly employed Employee Unit members shall be made available to the Association prior to the first day of the school year.

L. The Association shall be entitled to use the Board's regular daily intra/inter school mail.

M. The administration shall make available to the Association President a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the Board.

N. A copy of the proposed regular school year calendar shall be provided to the Association President not less than ten (10) days prior to the Board meeting at which the regular school year calendar appears as an item on the Board's agenda. The regular school year calendar shall not be finalized and approved by the Board until the Association is afforded a reasonable opportunity to address the Board orally and/or in writing regarding the proposed school year calendar.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Preamble

The Board and the Association hereby agree:

A. The Board, under law, has the final responsibility for establishing the unilateral policies of the District. It is understood that this Master Agreement is subject to and shall operate within the framework of the statutes of the State of Ohio.

B. The Superintendent and all employees shall abide by the policies established.

C. The Board acknowledges that the following procedure sets forth the methods by which negotiations shall take place with the Association.

2.02 Initiation of Negotiations

2.021 Request for Meeting

A written request for meeting shall be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association by March 1.

2.022 Negotiations Agenda

The items to be discussed during negotiations shall be specified in writing by both Parties at the first meeting and said items shall constitute the agenda for negotiations unless the Parties mutually agree in writing to place additional items on the agenda. Each Party shall present a negotiations proposal addressing each item it has placed on the agenda not later than the second meeting.

2.03 Scope of Negotiations

The Board shall meet with the recognized bargaining representative for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours, and other terms and conditions of employment of the members of the Employee Unit and the continuation, modification or deletion of an existing provision of this Master Agreement. The Board shall have no obligation to meet and negotiate concerning matters of inherent managerial policy or discretion unless it has agreed otherwise as indicated by the provisions of this Agreement.

2.04 Meetings

Meetings between the negotiating team of the Association and the Superintendent and other bargaining representative(s) appointed by the Board shall be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

Negotiations shall be completed within sixty (60) days from the date of the first negotiation meeting unless there is a mutually agreed upon extension.

A. Both sides agree to provide the other Party with relevant data and supporting information in such form as it exists.

B. Each team shall be comprised of not more than four (4) representatives. Either team may exercise its discretion to utilize consultants during the negotiations process.

C. Each team shall be clothed with the full authority to respond to proposals at the time such proposals are presented and to offer counterproposals at the same bargaining session.

D. Interim reports of progress may be made to the Association by its representatives and to the Board by the Superintendent or his/her designated representative; however, each Party shall be restricted to reporting to its own organization.

E. While negotiations are in progress, any releases prepared for the news media shall be approved by both Parties. In the event that either Party declares impasse, this provision shall no longer be binding.

F. The Parties shall present all proposals and counterproposals in written form.

G. The spokesperson of either Party may recess his/her team for an independent caucus at any time. Said caucuses shall be of reasonable length.

H. Negotiation sessions shall not exceed two (2) hours unless the Parties mutually agree to a longer session.

I. When tentative agreement is reached by the Parties on a given item, that item shall be initialed and dated by the spokesperson for each Party. Said initialing shall not be construed as a final agreement until all unresolved items on the negotiations agenda have been mutually resolved.

2.05 Disagreement

2.051 Mediation

At any time after the thirtieth (30th) day of the sixty (60) day negotiations period, the Association or the Board may request mediation conducted under the auspices of the Federal Mediation and Conciliation Service. Upon such request by either party, the Parties shall submit a joint written request to the Federal Mediation and Conciliation Service to provide a mediator to facilitate bargaining. Unless final agreement is reached, mediation shall continue until the expiration of the 60-day negotiations period and, if the Parties mutually agree, may continue thereafter.

2.052 Costs of Mediation

Each Party shall bear its own costs incident to mediation and they shall share equally any other costs for the mediation services.

2.06 Agreement

2.061 Final Agreement

When the Parties reach final agreement, it shall be reduced to writing and presented to the Board by the Superintendent or his designee and to the membership of the Association by its President or his designee.

2.062 Adoption

Adoption of the aforesaid final agreement shall be accomplished upon ratification by the membership of the Association and ratification by the Board. Signature of the completed contractual Agreement shall occur within ten (10) days after ratification by both Parties.

2.07 No Reprisals

No reprisals of any kind shall be taken by either Party or by any member of the administration against any Party involved in negotiations.

2.08 Reopening of Negotiations

Negotiations on the existing Agreement may be reopened on any item(s) at any time prior to the expiration of the Agreement, provided that both Parties mutually agree in writing to reopen negotiations on said item(s).

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Definition

A grievance is defined as a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be handled as set forth in this Grievance procedure.

3.02 Procedure

3.021 Step 1: Informal Procedure

An employee who feels that he has a grievance shall discuss it with his immediate supervisor. If the employee determines that said discussion does not effect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the Grievance Procedure. If the grievant is the Association, Step 1 may be bypassed and the grievance initiated at Step 2 of the Grievance Procedure.

3.022 Step 2

The employee or the Association may present the grievance in writing to the employee's supervisor who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved employee, and his supervisor shall be present for the meeting. The supervisor must provide the employee and the Association with his written answer to the grievance within three (3) days after the conclusion of the meeting.

3.023 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent, or his designated representative, within five (5) days after the receipt of the Step 2 answer, or within eight (8) days after the meeting in Step 2, whichever is later.

The Superintendent, or his designated representative, shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) days of his receipt of the appeal. Each Party shall

have the right to have present at such meeting such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have three (3) days in which to provide his written decision to the Association.

3.024 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may process the grievance to the Board in executive session at its next regular meeting after the Superintendent's written response should have been rendered. Each Party shall have the right to present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) days in which to provide its written decision to the Association.

3.025 Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the voluntary labor arbitration rules of that Association. If a demand for arbitration is not filed within fifteen (15) days of the date for the Board's Step 4 answer, then the grievance will be deemed withdrawn.

A. Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement, and he shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement.

B. Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration process. The costs and expenses of the arbitrator and the

American Arbitration Association shall be divided equally between the parties.

C. Transcript

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcript shall be divided equally between the parties.

3.03 Request for a Second List

Prior to the deadline established by the American Arbitration Association for returning the parties' selection of arbitrator(s), either party may request in writing a second list of arbitrators from which to make a selection. The party making said request shall notify the other party in writing at the time the request is made.

3.04 Expedition of Grievances

If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator about the immediate supervisory level may be filed by the Association at Step 3.

3.05 Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

3.06 Time Limits

3.061 Definition of Day

All time limits or days, as used in the grievance and arbitration procedure, shall be interpreted to mean school days. Except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The time limits set forth in this procedure may be extended only by mutual written agreement of the parties, and the parties agree that every reasonable effort will be made to expedite the grievance process.

3.062 Waiver of Grievance

If a grievance is not initiated within fifteen (15) days after the grievant knew, or should have known, of the event or condition upon which the grievance is based, the grievance shall be considered as waived.

3.07 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

ARTICLE IV. LEAVE POLICIES

4.01 Personal Leave

4.011 Definition

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day without creating an undue hardship on an employee.

4.012 Entitlement to Personal Leave

An employee shall be granted, upon request, three (3) days of personal leave per year, increased to four (4) days per year after 15 years of service, without loss of salary for the following reasons:

A. To attend to personal, legal, or business affairs which cannot be resolved except during the hours school is in session.

B. For emergencies.

4.013 Restrictions

A. In addition, an employee may be granted personal leave for other similar situations. Leave requested for reasons not specifically designated in Section 4.012 and for leave immediately before or after a school holiday or recess shall be subject to the approval of the Superintendent of Schools.

B. Requests for approval of personal leave shall be made to the Superintendent at least three (3) days prior to the requested day(s) except in the case of emergency.

C. Personal leave days not used during any contract year shall be transferred to the employee's sick leave accumulation prior to the beginning of the subsequent contract year.

4.02 Sick Leave

4.021 Entitlement to Sick Leave

Employees may use sick leave upon the approval of the Superintendent of Schools for absences due to illness, pregnancy, injury, exposure to contagious disease and due to illness or death in the employee's immediate family. With the exception of a spouse or child, sick leave for death of a member of the employee's immediate family shall be limited to five (5) days.

4.022 Definition of Immediate Family

"Immediate family" shall be interpreted to include the employee's father, mother, grandparents, brother, sister, husband, wife, son, daughter, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, step-grandparent, step-parent, step sibling, step-children, a blood or marital relative living in the same household, a legal guardian, or any person, upon approval of the Superintendent, standing in the same relationship with the employee as those listed above. In addition, the Superintendent may grant sick leave use for others not meeting the definition of immediate family.

4.023 Justification for Use of Sick Leave

The Superintendent shall require a member of the Employee Unit to furnish a written signed statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement shall be grounds for disciplinary action. An employee absent for five (5) consecutive days shall present a physician's return to work verification before he/she is returned to work and/or continue his/her sick leave.

4.024 Accumulation of Sick Leave

A. Full-time members of the Employee Unit shall accrue to their credit fifteen (15) days' sick leave for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. Part-time members of the Employee Unit shall accrue sick leave in accordance with the provision of Ohio Revised Code 3319.141.

B. Accumulation of sick leave credit shall be unlimited days.

4.025 Transfer of Accumulated Sick Leave

An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of accumulated sick leave.

4.026 Advance of Sick Leave

Each new full-time member of the Employee Unit shall be advanced five (5) days of sick leave credit. If utilization of sick leave requires the employee to use the full amount of credit before the advanced sick leave credit has been earned, such member of the Employee Unit may not be lawfully advanced additional sick leave credit. The five day advance is to be deducted from the future accumulation of sick leave credit the member of the Employee Unit earns on the basis of completed months of service under the provisions of Ohio Revised Code 3319.141.

4.027 An employee off duty for more than seven (7) days because of a workers' compensation claim shall have the option of salary continuation using accumulated sick leave or electing to received Temporary Total (TT) compensation from the Bureau of Workers' Compensation.

4.03 Assault Leave

4.031 Entitlement to Assault Leave

A. Any employee who is absent from work due to 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 for the period of absence not to exceed one hundred thirty-five (135) school days. After the waiting period imposed by the State Industrial Commission, the pay of any employee on assault leave shall be reduced by the amount received by that employee, if any, for Worker's Compensation as a benefit to cover loss of pay sustained for the injury. However, the employee's pay shall not be reduced by benefits received for Worker's Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines, and/or rehabilitation services.

B. Leave granted under this provision shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code.

4.032 Justification for Use of Assault Leave

An Employee desiring assault leave shall file the prescribed form (Appendix

B) with the Superintendent. If medical attention is required, the employee shall provide a certificate from a licensed physician stating the nature of the disability and its probable duration.

4.033 Restriction

Section 4.031 of this Section to be void if through due process the teacher was found to be negligent or had acted irresponsibly.

4.04 Jury Duty

4.041 Definition

An employee shall be granted time off for jury duty and shall suffer no loss of pay. Jury duty pay and time off is only for those days in which the employee is required to report to court. Employees shall retain the payment for performing jury duty as means to offset the cost incurred, such as parking, meals, etc.

4.042 Compensation

The Board shall pay an employee the difference between the employee's regular compensation and any renumeration received for serving as a witness or juror.

4.05 Professional Leave

4.051 Entitlement to Professional Leave

A. A teacher may be granted leave with pay for attendance at meetings, and conferences, or visitations of a professional nature upon prior approval of the Superintendent of Schools.

B. Attendance at such meetings or conferences can be of a specific or general education program and need not be in the same teaching field as the teacher's normal assignment.

4.052 Application for Professional Leave

Requests for said leave shall be made in writing to the Superintendent at least two (2) weeks prior to the date of leave. Within three (3) school days after a request for professional leave has been submitted to the Superintendent, the Superintendent shall provide to the employee written notice of approval or disapproval of the leave request. (Appendix A)

4.053 Reimbursement for Costs Incurred

A. The employee shall be reimbursed for actual cost of registration, transportation by common carrier, and housing at the cost of a double-room rate unless a single room is required, provided invoices are submitted to the District Treasurer.

B. Reimbursement for mileage shall be at the IRS rate as of January 1 per mile in personal automobiles and reimbursement shall be twenty-four dollars ($24.00) per diem for meals.

4.054 Employment of Substitute for Employee on Leave

Where leave is granted under the provisions of Section 4.05, a substitute shall be provided for the teacher on such leave at the discretion of the Superintendent/designee.

4.06 Association Leave

4.061 Entitlement to Leave

Four (4) days per year (or the equivalent thereof) of non-accumulative leave shall be granted to the Association for use by its designated representative to attend those meetings deemed important to the Association provided that a minimum advance notice of 48 hours is given. Use of this leave does not void any employee's right to personal leave. The designated representative shall attend such meetings at no loss of pay.

4.062 Restrictions

Not more than two (2) employees shall be absent on the same date due to utilization of Association leave.

4.07 Sabbatical Leave

4.071 Entitlement to Sabbatical Leave

Sabbatical leave for education or research or for teaching in a foreign country may be granted by the Board upon request to teachers who have completed five (5) years of service in the District subject to all conditions set forth in this Section.

A. No teacher may be granted such leave more often than once for every five (5) years of service.

B. A sabbatical leave may be granted for one (1) semester, one (1) full school year, or for the last semester of one school year and the first semester of the following year.

C. Any teacher taking a sabbatical leave to further his/her education must carry a minimum of twelve (12) quarter hours or nine (9) semester hours each term. Transcripts must be submitted prior to compensation being paid.

4.072 Restrictions

A teacher who is granted sabbatical leave shall be required to return to the staff of the school system for at least one (1) year. If he/she does not return for one (1) year, he/she shall be required to refund the Board monies paid as compensation during such leave.

4.073 Compensation During Sabbatical Leave

A teacher while on sabbatical leave shall receive the difference between the pay paid to the replacement and the pay which the teacher would have received if teaching at the District. Pay will be given after the teacher has fully complied with the restrictions and conditions of Sections 4.071 and 4.072.

4.074 Reinstatement Rights

A. If said leave did not exceed a period of one (1) semester, upon return from leave, the teacher shall be restored to his/her former position. If said leave exceeded one (1) semester, upon return from leave, the teacher shall be restored to his/her former position or a comparable position at the discretion of the Superintendent.

B. Regular annual salary increments shall be given for the time of leave as if the teacher had performed service to the school during the period of leave.

4.08 Parental Leave

4.081 Entitlement to Parental Leave

Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. 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 for pregnancy may begin at any point of the pregnancy and shall

continue through the disability connected with delivery. Upon request of the employee, parental leave shall be extended for a period up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools on or before March 1 immediately preceding the school year for which the extension is requested.

4.082 Application for Parental Leave

Application for 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. In the case of parental leave for pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

4.083 Reinstatement from Parental Leave

An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

A. Notification of Intent to Return to Duty

1. An employee whose leave of absence shall expire prior to the beginning of the first semester shall notify the office of the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.

2. An employee whose leave of absence shall expire prior to the beginning of the second semester shall notify the office of the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.

3. An employee whose leave of absence begins after March 1 and expires prior to the beginning of the first semester shall notify the office of the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

B. Failure to Notify

Failure by the employee to notify the office of the Superintendent as provided in #1, #2, or #3 above may result in the termination of the employee's contract with the Board of Education.

C. Timeline for Reinstatement

Reinstatement of the employee to duty following a leave of absence shall be made after the proper notification has been submitted and no later than the beginning of the next semester.

D. Right to Retain Position Vacated

1. If duration of said leave is for a period of one semester or less, the employee returning from leave shall be reinstated to the same position which was held prior to leave.

2. If duration of said leave is for a period in excess of one semester, the employee returning from leave shall be reinstated to the same position or a comparable position to the one held prior to leave.

4.084 Payment of Medical Insurance

The Board shall not be responsible for payment of the Board's share of the employee's health insurance premiums during the unpaid parental leave.

4.09 Extended Leaves of Absence

4.091 Entitlement to Extended Leave

Upon the written request of an employee and superseding R.C. 3319.13, the Board may grans an unpaid leave of absence for a period of one (1) year for education or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board.

4.092 Purpose of Extended Leave

The purposes and/or the reasons for extended leave are as follows:

a. professional
b. educational
c. illness, or
d. disability

4.093 Unrequested Leave

A. If the Board places an employee on an unrequested extended leave of absence, the employee shall be maintained in all insurance groups at the same level as other members of the bargaining unit.

B. The employee shall be entitled to a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Ohio Revised Code.

4.094 Reinstatement from Extended Leave of Absence

Upon the return to service of an employee at the expiration of said leave of absence, he/she shall resume the same position or a comparable position to the one held prior to the commencement of leave.

A. Notification of Intent to Return to Duty

1. An employee whose leave of absence shall expire prior to the beginning of the first semester shall notify the office of the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.

2. An employee whose leave of absence shall expire prior to the beginning of the second semester shall notify the office of the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.

3. An employee whose leave of absence begins after March 1 and expires prior to the beginning of the first semester shall notify the office of the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

B. Failure to Notify

Failure by the employee to notify the office of the Superintendent as provided in #1, #2 or #3 above may result in the termination of the Employee's contract with the Board of Education.

4.095 Payment of Medical Insurance

The Board shall not be responsible for payment of the Board's share of the employee's health insurance premiums during the unpaid extended leave.

4.10 Leave of Absence Under Family Medical Leave Act

4.101 Entitlement

Members of the Employee Unit are entitled to up to twelve (12) workweeks of unpaid leave of absence in accordance with the Family and Medical Leave Act of 1993.

4.102 Return from Leave

On return from leave, the employee is entitled to be restored to the position held when leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave, but benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.01 Assignments

5.011 Superintendent's Authority

In accordance with O.R.C. 3319.01, the assignment of employees shall be the responsibility of the Superintendent.

5.012 Teacher Assignment Request

By March 31 of each year, a teacher shall advise the Superintendent in writing of any teaching assignment in he/she is interested in for the next year.

5.02 Vacancies and Transfers

5.021 Vacancy Defined

A. A vacancy shall be defined as a position that was previously held by a member of the Employee Unit which the Superintendent determines to fill, a position that is newly created, or a professional position outside of the Employee Unit.

B. The Superintendent shall determine whether or not a vacancy shall exist at the regular Board meeting following any action that causes a previously-held position to be vacated.

5.022 Posting of Vacancies

A. When it has been determined by the Superintendent that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or designee shall post notice of such vacancy within three (3) days of said determination on the faculty bulletin board in each school building. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting. During the summer recess, such notice shall be emailed to those employees not working at the time of the mailing of employee paychecks.

B. Each notice of vacancy shall include the building(s) in which the vacancy exists, the grade level of the students to be supervised, and the qualifications required of each applicant. The qualifications required of any employee bidding on a vacant position shall be determined by the Superintendent and shall be consistent with the duties and responsibilities of the vacant position. In the case of a newly-created position(s) or a position(s) outside of the Employee Unit, said notice shall also stipulate the compensation for the position.

5.023 Filling of Vacancies

A. Postings

Employees shall have five (5) work days to bid on the initial posting of a vacancy. Subsequent postings shall be for five (5) workdays. During the summer months the initial posting shall be for five (5) weekdays, excluding holidays and weekends. The summer months postings shall be made available on the district's website and the employee e-mail system. Subsequent postings shall be for five (5) weekdays, excluding holidays and weekends. When the qualifications of two or more employees who have made a timely bid on a vacancy are deemed equal, preference shall be given to the one with the greatest seniority. If the overall performance of the employee who was granted the vacant position is evaluated as unsatisfactory after ninety (90) days in the new position, that employee may be reassigned and the position awarded to the next most senior qualified bidder.

B. Exceptions

Those not entitled to the provisions of part A are:

1. Low Incidence Education Units Instructors as defined in 5.055 Section A. 1-2

2. High incidence special education teachers defined as Developmentally Handicapped (D.H.) or Specific Learning Disabled (S.L.D.), hired after January 1, 1996.

These bargaining unit members shall be mailed notification of vacancies at the same time as other members of the bargaining unit during the weeks school is not in session. When filling an open position in the classification of classroom teacher, the unit members described in the first paragraph will be granted the following: The unit members will be given priority consideration for placement over outside applicants. They must be granted an interview. This shall not require the Board of Education to fill the vacancy with such applicants.

5.024 Definition

A transfer shall be defined as the movement of an employee from a teaching assignment, which the Superintendent determines to fill.

5.025 Types of Transfer

Transfers shall be of two (2) types: voluntary and involuntary.

A. Voluntary Transfer

1. A voluntary transfer is a transfer that is requested by the employee

2. Voluntary transfers shall be based on seniority when all other qualifications advertised on the posting of vacancy notice are equal, the position being awarded to the most senior employee requesting the transfer. All voluntary transfers shall be awarded in accordance with the provisions of Section 5.01.

3. All unsuccessful applicants shall receive written notice of the name of the successful applicant within two (2) school days after the closing of the bidding period.

B. Involuntary Transfer

1. An involuntary transfer is a transfer that is initiated by the administration.

2. When it becomes necessary to implement an involuntary transfer, said transfers may be based on seniority when all other qualifications advertised on the posting of vacancy notice are equal, the position being awarded to the least senior employee subject to transfer.

3. Prior to the implementation of an involuntary transfer, the employee's immediate supervisor shall confer with the employee explaining the reason(s) for the transfer and lending assistance to the employee in making a smooth transition to the new assignment.

5.03 Seniority

5.031 Seniority Defined

A. Seniority shall be defined as the employee's length of continuous teaching service with the District commencing from the employee's first day worked. An employee's seniority shall include time spent on an approved leave of absence or any other Board approved leave. An employee's seniority shall be broken upon resignation, non-renewal or discharge for just cause.

B. Seniority for certified/licensed part-time employees who render service during the seven and one-third (7-1/3) hour school day shall be determined by totaling the number of an employee's hours on active pay status during the school year and dividing such total number of hours first by seven and one-third (7-1/3), then by one hundred eighty four (184) to arrive at the amount of seniority to be credited to the employee for that school year. Seniority credited to any member of the Employee Unit prior to July 1, 1984, shall be unaffected by the provisions of this paragraph.

C. Service rendered beyond the normal work year shall not be considered toward accumulated seniority.

5.032 Posting of Seniority List

Within thirty (30) days following the signing of this Agreement, the Board of Education shall prepare and post on the bulletin board in the faculty lounge of each building, a seniority list indicating the first day worked, the date of hire, the date of employment application, the area(s) of certification, the contract status (limited or continuing), and the years of seniority for each member of the Employee Unit. All subsequent postings shall be made in September and after the regular April meeting of the Board but not later than May 1 of each school year. The President of the recognized bargaining representative shall be provided with a copy of the seniority list prior to posting.

5.033 Ties in Seniority Date

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

5.034 Correction of Inaccuracies in Seniority List

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

5.04 Discharge of Employees

5.041 Non-Renewal of First and Second Year Teacher Contracts

A. This section is intended to supersede the non-renewal provisions of Section 3319.11, Ohio Revised Code, which may be in conflict for the described teachers. Non-renewal of

limited contract teachers in the first two full years of employment shall be accompanied by written notice to the teacher of the Board's intention not to renew the teacher's contract on or before June 1st of the year in which the contract expires. Posting written notice in the U.S. Mail, postage prepaid, by registered or certified mail to the teacher's last address in accordance with the Board's records shall constitute legal notice to such teacher. Said teacher shall be entitled to a meeting with the Board of Education or its designee regarding the decision not to re-employee. No appeal shall be available to teachers non-renewed under this section. No later than five (5) days before the meeting at which non-renewal will be acted on, the Superintendent will meet with the T.O.W.R. president.

B. When a first year teacher's contract is not renewed hereunder, if the Superintendent elects to fill the position, the position will be posted and, if no employee applies, the position will be filled by a new hire.

5.042 Non-Renewal of Non-First and Second Year Teachers

Non-renewal of all (non-first and second year) teachers' contracts shall be pursuant to and in accordance with the provisions or O.R.C. Section 3319.11 and 3319.111. Notwithstanding O.R.C. Section 3319.11 posting written notice in the U.S. mail, postage prepaid, by registered or certified mail to such teacher's last address as shown on the Board's records shall constitute legal notice to such teacher of the Board's intention to not renew the teacher's limited contract.

5.043 Just Cause (Non-Discipline)

No employee shall be adversely evaluated, non-renewed (after three (3) years of employment) or reduced in rank or compensation without just cause.

5.044 Job Security (Discipline)

No member of the Bargaining Unit shall be disciplined, non-renewed for discipline reasons, or terminated except for just cause.

A. Option of the Bargaining Unit Member

Any bargaining unit member confronted with the termination of their employment contract by the Board shall have the option of challenge to said action by utilizing the provisions of

ORC 3319.16 and 3319.161 or by utilizing the provisions of this Master Contract.

B. Progressive Discipline

1. Informal Procedure

Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action.

2. Formal Procedure

a. Formal disciplinary action taken, except in cases requiring immediate suspension, shall be commensurate with the employee's offense, including the repetition of an action, without progressing to the next step.

b. The steps:

(1) First Step – Written reprimand;

(2) Second Step- Suspension(s) two (2) days with or without pay (Only the Superintendent shall have the right to suspend a teacher);

(3) Third Step – Suspension(s) five (5) days with or without pay (only the Superintendent shall have the right to suspend a teacher); (4) Fourth Step – Discharge (Only the Board of Education shall have the authority to discharge an employee.)

c. Discharge shall be preceded by suspension, with or without pay, pending investigation and the completion of the due process procedure. A suspension may be converted to a discharge following investigation and the completion of the due process procedure provided an employee has been advised at the time of the suspension that discharge may follow. If the suspension

does not result in discharge, the employee, unless otherwise agreed by the parties, shall be reimbursed for last pay, if any.

3. Due Process Procedure

a. Except in cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

(1) Notice of Allegation and Conference

A written notice setting forth the allegation(s), which, if substantiated, could result in disciplinary action, shall be delivered in person and receipted or sent to the employee by certified mail. Said notice shall include the time and place of a conference to discuss said allegation(s).

(2) Conference

The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). Said conference shall be held no sooner than five (5) days nor later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

(3) Notification of Disposition

The employee and the Association President shall be notified immediately by certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

b. In cases of immediate suspension, the written notice of allegation(s) shall be presented to the employee within twenty four hours following the suspension, and the conference shall be held as expeditiously as possible.

C. Privacy of Proceedings

No employee shall be disciplined in the presence of other employees or in public. To the extend provided by all, all matters herein shall be kept confidential.

5.05 Reduction in Force

5.051 General Procedures

A. The method of implementation of a reduction in force shall be in accordance with Ohio Revised Code 3319.17 and this Provision; however, in making said reduction, the Board shall reduce as few positions as possible.

B. Thirty (30) days preceding the date of implementation, the Board shall give a written notice to the Association President of its intent to effect a reduction in force through the suspension of contracts and shall present written documentation to justify the proposed reduction in force.

C. Prior to Board action on reduction in force, the Association shall be given the opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing its views on the proposed reduction in force.

D. If a dispute occurs with regard to the Board's justification for the reduction in force, the matter shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.

5.052 Determination of Reduction in Force List

A. Licensure, evaluations and system-wide seniority will be the criteria of any reduction in force program.

The following steps in order of priority will be followed:

1. Licensure

2. The three most recent evaluation cycles will be used, and a numeric value applied for purposes of creating comparable evaluations:

   a. Accomplished = 4 points
   b. Skilled = 3 points
   c. Developing = 2 points
   d. Ineffective = 1 point

3. The three evaluation cycles will be scored, added together and placed into the following comparable groups:

   Group I = 10 - 12 points
   Group II = 7 – 9 points
   Group III = 3 - 6 points

4. Seniority List

B. A formal statement list shall be prepared indicating the specific positions to be abolished.

C. A reduction in force list shall be prepared by applying the following steps until all necessary reductions have been accomplished:

1. First, employees who will leave the District by reasons of retirement, resignation, an approved leave of absence, or non-renewal of contract for performance reasons.

D. An employee whose contract is to be suspended as a result of the implementation of a reduction in force shall be given written notification, by certified mail, that his/her employment contract shall be suspended and the notice shall state the reason for such suspension.

5.053 Reinstatement of Employees from the Reduction in Force List

A. The name of the employee whose contract is suspended as a result of a reduction in force shall be placed on a list stating years of continuous service to the District and subject(s) certified/licensed to teach.

B. An employee on the reduction in force list shall be offered reinstatement for position(s) for which certificated/licensed, as

set forth on said reduction in force list, as said position(s) become available and in keeping with the provisions of the reduction in force list: inverse order - last suspended, first reinstated.

C. When a vacancy(s) occurs, the Board shall send a certified letter to all employees certified/licensed for the position to their last known address to advise them of such position. It is the employee's responsibility to keep the Board informed of his or her whereabouts. The employee shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that employee indicating availability and desire for such position based on the criteria for reduction in force. If the employee fails to notify the Board within the specified period of time, or if the employee rejects the offered position, said employee shall be considered to have forfeited his or her right to recall to service in the District. The position will then be made available to the next eligible employee on the reduction in force list.

D. Transfers of employees not affected by the reduction in force shall be limited to positions not affected by said reduction in force. If a position(s) initially abolished is reinstated or if a new position(s) is created, that position(s) will be staffed first from the employee reduction in force list. Transfers may be made to a position affected by the reduction in force after the position(s) has been offered to all properly certificated/licenses employees on the reduction in force list.

E. No individual new to the District shall be employed in an Employee Unit position until all properly certified/licenses employees on the reduction in force list have been offered reinstatement in accordance with the provisions of this policy.

F. Upon recall, all rights related to contract status, salary and fringe benefits shall be fully restored; however, and employee must have been on active pay status for one hundred twenty (120) days or more in the same school year to be advanced on the salary schedule the ensuing year.

G. An employee reinstated to a position in an area of certification/licensure in which the employee has no previous teaching experience shall be evaluated in accordance with the provisions of Section 5.07 of this Agreement. If at the conclusion of ninety (90) school days after reinstatement the

employee receives an unsatisfactory evaluation, the employee shall be returned to the reduction in force list and shall be accorded the full entitlements of any employee initially placed on layoff status.

5.054. Additional Provisions

A. Employees on layoff status will be given preferential consideration as substitute teachers. However, employment as a substitute teacher shall not disqualify that employee from placement on continued placement on the reduction in force list.

B. Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense for a period not to exceed two (2) years.

C. Employees on layoff status shall be provided with notice of every vacancy for which they are certified/licensed in accordance with the provisions of Section 5.053 (C). Employees on layoff status who acquire additional certification or who become eligible for additional certification while on layoff status are responsible for notifying the Superintendent of the change in their credentials.

D. A limited contract employee affected by reduction in force shall be granted the rights herein stated for a period not to exceed two (2) years, beginning from the date of contract suspension.

A continuing contract employee shall be granted the rights herein stated for a period not to exceed five (5) years, beginning from the date of contract suspension.

5.055 Program Reduction

A. Low Incidence Education Units

1. Handicapped – Description – S.B.H., M.A., Hearing impaired, and visual impaired classes.

2. State or federal programs funded by grant money.

B. Reduction in Force

1. The discontinuance of any one of the above stated programs will result in a reduction in force for the teacher of said program or county unit.

2. The teacher affected by the reduction in force will not have the right to bump any other classroom teacher regardless of certification. A regular classroom teacher may not bump into a county unit low incidence education unit or grant funded program, if affected by a reduction in force.

3. A teacher affected by this provision will have the same recall rights as other members of the bargaining unit.

5.06 Employee Contracts

5.061 Limited Contract

A teacher employed under a one-year limited contract and who is subsequently re-employed by the Board shall be re-employed for a period not to exceed one (1) year.

5.062 Eligibility Requirements for Continuing Contracts

Teachers eligible for continuing service status shall be those teachers qualified as described in R.C. 3319.08(D).

5.063 Individual Employee Contracts

The terms and conditions of this Master Agreement shall be incorporated into each employee contract entered into between an employee and the Board.

5.07 Evaluation Procedure

The Evaluation Committee will meet before the August Board meeting to discuss/revise the evaluation procedures. The committee has the authority to recommend changes to the procedures subject to approval of the Association President and the Administration by Memorandum of Understanding. The evaluation language approved by Memorandum of Understanding will be incorporated into Section 5.07 by reference and a copy given to each TOWR member.

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix F, which has been mutually developed by the parties. For OSCES counselors, the District will utilize the Board's standards-based school counselor evaluation system set forth in Appendix G. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher or school counselor evaluation systems must be recommended by the Evaluation Committee and/or bargained; and shall be subject to ratification by the Board and the Association prior to implementation.

Evaluation Form

See Appendix F – OTES teachers
See Appendix G – OSCES counselors

5.071 Signature of Evaluation Report

The employee shall acknowledge receipt of the formal evaluation report by signing it; however, said signature shall signify only that the employee has read the report and shall not be construed to indicate agreement with the contents and/or results.

5.072 Confidentiality

Only the original and two (2) copies of the formal evaluation report shall be prepared. The original shall be placed in the employee's personnel file; one (1) copy shall be retained by the evaluator, and one (1) copy shall be retained by the employee.

5.073 Supremacy

The evaluation procedure adopted by the Board shall be the sole procedure utilized in the district for the evaluation of bargaining unit members. This procedure will supersede the procedures set forth in and required by 3319.111.

5.08 Personnel File

5.081 Maintenance of File

An official personnel file shall be maintained for all members of the Employee Unit in accordance with Ohio Revised Code 1347.

5.082 Dating of Filed Documents

Each item in this file shall indicate its date of origin and the date it was entered into the file.

5.083 Examination of File

An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein.

5.084 Right to Reply

An employee shall be entitled to attach a reply to any document contained in the file.

5.085 Anonymous Material

No anonymous letter, report, or communication shall be included in the employee's personnel file.

5.086 Right to Review

No material shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature and the date to the copy to be filed. Said signature shall not be construed to indicate agreement with the contents of the signed document.

5.087 Listing of Filed Documents

The Board shall maintain in each personnel file a current listing of each document contained in that file.

5.09 Non-Discrimination

The Board and the Association agree that neither Party shall discriminate against each other or against any member of the Employee Unit on the basis of race, color, age, creed, sex, religion, disability, or marital status as applied to the terms of this Agreement.

5.10 School Year

The school year shall not exceed a maximum of one hundred seventy-eight (178) days, with a minimum of 1,272 hours open for instruction. One hundred seventy (170) days shall be days of instruction. The remaining six (6) days shall be utilized as follows:

A. Four (4) days (or the equivalent thereof) shall be professional in-service days. The Association shall have the opportunity to provide advice and input into the planning of the presentation, but the final responsibility and cost thereof shall be the Board's.

B. Two (2) days (or the equivalent thereof) shall be clerical, and/or preparation day.

Upon the fifth (5) calamity day, the Superintendent, one (1) building principal and two (2) Association representatives shall meet to monitor and determine if the academic school year is in compliance with the minimum number of hours of instruction as required by the Ohio Department of Education.

Based upon the number of instructional days received to date and the potential for additional calamity days, the Board of Education, by resolution, may amend the school year calendar in consultation with TOWR.

5.11 School Day

5.111 School Day Defined

The school day shall not exceed 7 1/3 consecutive hours except for necessary duty assignments to include detention duty, bus duty, parent-teacher conferences, and faculty meetings.

5.112 Lunch Period

The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period. An employee may leave the building during his/her lunch period upon notification of the employee's supervisor or designee.

5.113 Planning Time

A school week shall include planning period(s) as follows:

A. Grades 6 – 12 – A minimum of five (5) classes and one 42 minute planning period totaling 210 minutes per week.

B. Grades K – 5 – One planning period per day with a minimum of 200 minutes per week in blocks of not less than 30 consecutive minutes.

C. An employee may leave the building during his/her planning period upon approval of the employee's supervisor or designee.

5.114 In-Service Meetings

At the discretion of the Superintendent or building principal, four (4) school days per year may be extended for forty-five (45) minutes for the purpose of conducting in-service meetings.

5.12 Substitutes

5.121 Employment of Substitutes

The Board shall make every effort to provide a substitute teacher whenever a regular classroom teacher or an elementary specialist is absent.

5.122 Unavailability (6-12)

Any bargaining unit member assigned to take all or any part of the assignment of an absent teacher shall be paid the hourly rate found in Section 6.04.

5.123 Unavailability (Elementary) (K – 5)

When a substitute has not been obtained for an absent employee, no employee shall be required to relinquish planning time to serve as a substitute.

5.13 Occupational Safety and Health

5.131 The Board shall adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted thereunder. The Board shall give a copy of all policies and procedures adopted by the Board to the President of the Association.

5.132 Duties of the Board of Education

A. The Board of Education shall:

1. Furnish to each bargaining unit member a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;

2. Comply with Ohio employment risk reduction standards, rules and orders adopted or issued pursuant to this chapter.

B. Notwithstanding this section or any other provision in O.R.C. 4167 to the contrary, no public employer is required to take any action under this chapter that would cause an undue hardship upon that public employer, unless the action is required to prevent imminent danger of death or serious harm to the bargaining unit member.

5.133 Duties of the Employees

A. Each bargaining unit member shall:

1. Comply with Ohio employment risk reduction standards, rules, and orders adopted or issued pursuant to this chapter which are applicable to the bargaining unit members actions and conduct.

2. Comply with safety rules the Board establishes for the purpose of fulfilling compliance with Ohio employment risk reduction standards, rules, or orders adopted or issued pursuant to this chapter. All such rules the Board adopts shall be reasonable as determined in accordance with the purposes and objectives of this chapter.

5.134 Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Union nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations, prior to notifying the Board of Education and, unless it is a condition which the bargaining unit member or union, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him or other members of the bargaining unit, in which case the procedures in this section need not be followed. In all other cases the following procedure shall be used:

5.1341 A bargaining unit member or Union representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit members; immediate supervisor within five (5) work days of the occurrence of the alleged violation.

5.1342 If the immediate supervisor does not resolve the alleged violation to the complaining party's satisfaction, the bargaining unit member or Union must file a formal complaint with the Superintendent's designee within two (2) work days after the conference with the immediate supervisor. The Union President and the Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based and the precise remedy sought. The Superintendent's designee will respond to the complaint within two (2) work days.

5.1343 If the Superintendent's designee does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or the Union may appeal the complaint to the Superintendent by filing a written appeal with the Superintendent within two (2) work days of the response of the Superintendent's designee. If the Superintendent's designee fails to respond by the deadline, then the bargaining unit member or Union must file their appeal within two (2) work days of that deadline. The Superintendent shall meet with the complaining party in an attempt to resolve the alleged violation. Within five (5) work days after the conference, the Superintendent shall provide a written response to the alleged violation.

5.1344 Option of Employee

Absent resolution to the alleged violation via the Superintendent response (5.1543) the employee may opt to file a complaint with the Ohio Department of Industrial Relations (5.154) or utilize the grievance procedure contained in this Master Agreement.

5.1345 Board's Right to Reassign

Before exercising her/his right to refuse work under Revised Code Section 4167.06 because of a condition which the bargaining unit member, acting in good faith, reasonable believes presents an imminent danger of death or serious harm to her/him, the bargaining unit member must immediately notify her/his supervisor of the condition. The bargaining unit member may be temporarily reassigned at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

5.14 Western Reserve Local Professional Development Committee

A five member Local Professional Development Committee (LPDC) will be formed by September 1, 1998 in order to implement Senate Bill 230, the teacher licensure law. The Association and Administration shall be full and equal partners in the process to implement the Local Professional Development Committee. The Committee shall be empowered according to law.

The LPDC will determine its own rules, structure, plans and criteria for approving individual professional development plans and continuing education units.

5.15 Educational Environment Review Committee

The Educational Environment Review Committee will consist of the Superintendent of Schools, president of TOWR organization, the principal from each building and a representative from each building. The eight (8) members will meet twice a year; once no later than the end of the first full week in October and the second no later than the third (3rd) Friday following the conclusion of the first semester. The responsibility of the committee will be proactive in identifying and aiding teachers in providing those resources needed to ensure classroom success for students and staff. The committee has the power to meet more often if mutually agreed upon.

ARTICLE VI. SALARY AND FRINGE BENEFITS

6.01 Salary Schedule Guidelines

6.011 Placement/Advancement on Salary Schedule

A. A maximum of five (5) years shall be granted to an employee for previous teaching experience in the Western Reserve District or in another school district and/or military service. No more than five (5) years of military service shall be included in the service credit granted hereunder. A year of teaching experience shall consist of a minimum of 120 days of full-time teaching. The Board and/or the Superintendent, upon showing of necessity, may offer up to ten years of credit on the salary schedule for service inside the district and/or outside the district.

Enforcement of this provision is limited to the grievance procedure contained in Article III of this Master Agreement.

B. Salary Calculation

In all instances, in calculating the various steps on the salary schedule, the Bachelor's degree minimum salary is used as the index base.

C. Verification of Additional Training

Each teacher who has completed training which would qualify him/her for a higher salary bracket shall file, with the Treasurer of the Board, by September 1, satisfactory evidence of the completion of such additional training.

D. Placement on "5 Years" Column

To qualify for "5 years" column, a teacher must complete 150 semester hours of credit including a Bachelor's degree.

E. Placement on Bachelors + 15 Column

To qualify for Bachelors + 15, a teacher must complete 15 semester hours of credit after receipt of the Bachelor's degree.

F. Placement on Masters + 30 Column

To qualify for Masters + 30, a teacher must complete 30 semester hours of credit after receipt of the master's degree.

6.012 First Pay Date

When the first pay date of a new school year occurs before two (2) weeks of service have been rendered by the members of the Employee Unit, the Board shall pay said employees for two weeks' services, provided it has a reasonable expectation that the services shall be performed. A contract of employment between an employee and the Board shall be construed to constitute a reasonable expectation that the services shall be performed.

6.013 Pay Dates During School Closings

In the event the scheduled pay date falls on a day school is closed, the direct deposit shall be available on the day before the closing.

6.014 Termination of Employment

In the event an employee's individual contract is terminated by either Party during the school year, at the option of the employee, the total sum due the

employee shall be paid at the next scheduled pay date after the Board's official action on the employee's contract.

6.015 Payroll Deduction

A. Payroll deductions for membership dues shall be made in accordance with the Association Rights Provision of this Master Agreement beginning in October.

B. All other payroll deduction(s) which have been authorized by the employee shall be made equally from the first and second pay of each month.

C. The Board shall continue all payroll deductions provided in the last previous school year, unless written authorization is received in the Treasurer's office to discontinue the deduction.

6.016 Pay Schedule

A. Each member of the Employee Unit shall be paid on every other Thursday and shall be paid his/her annual teaching salary in 26 equal and consecutive pays.

B. All members of the bargaining unit shall participate in the automatic direct deposit program for paychecks. Each pay period, direct deposit notices will be emailed to each bargaining unit member.

6.02 Salary Schedules

6.021 September 1, 2025 Schedule

Effective September 1, 2025 through August 31, 2026, the base salary shall be $39,690 (3%). A one-time, $500.00 signing bonus, not on the base, will be paid to current bargaining unit members in the first payroll in September.

6.022 September 1, 2026 Schedule

Effective September 1, 2026 through August 31, 2027, the base salary shall be $40,881 (3%).

6.023 September 1, 2027 Schedule

Effective September 1, 2027 through August 31, 2028, the base salary shall be $42,107 (3%).

WESTERN RESERVE SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2025 – AUGUST 31, 2026 (3%)

Step	BA	*5 YEARS/ BA+15	MASTERS	MASTERS+30
0	$39,690	$41,278	$43,659	$46,040
	1.000	1.040	1.100	1.160
1	$41,278	$43,064	$45,644	$48,025
	1.040	1.085	1.150	1.210
2	$42,865	$44,850	$47,628	$50,009
	1.080	1.130	1.200	1.260
3	$44,453	$46,636	$49,613	$51,994
	1.120	1.175	1.250	1.310
4	$46,040	$48,422	$51,597	$53,978
	1.160	1.220	1.300	1.360
5	$47,628	$50,208	$53,582	$55,963
	1.200	1.265	1.350	1.410
6	$49,216	$51,994	$55,566	$57,947
	1.240	1.310	1.400	1.460
7	$50,803	$53,780	$57,551	$59,932
	1.280	1.355	1.450	1.510
8	$52,391	$55,566	$59,535	$61,916
	1.320	1.400	1.500	1.560
9	$53,978	$57,352	$61,520	$63,901
	1.360	1.445	1.550	1.610
10	$55,566	$59,138	$63,504	$65,885
	1.400	1.490	1.600	1.660
11	$57,154	$60,924	$65,489	$67,870
	1.440	1.535	1.650	1.710
12	$58,741	$62,710	$67,473	$69,854
	1.480	1.580	1.700	1.760
13	$60,329	$64,496	$69,458	$71,839
	1.520	1.625	1.750	1.810
14	$61,916	$66,282	$71,442	$73,823
	1.560	1.670	1.800	1.860
15	$63,504	$68,068	$73,427	$75,808
	1.600	1.715	1.850	1.910
16	$66,679	$71,640	$75,411	$77,792
	1.680	1.805	1.900	1.960
17	$66,679	$71,640	$79,380	$79,777
	1.680	1.805	2.000	2.010
18	$66,679	$71,640	$79,380	$83,746
	1.680	1.805	2.000	2.110
19	$68,267	$73,228	$80,968	$85,334
	1.720	1.845	2.040	2.150

WESTERN RESERVE SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2026 – AUGUST 31, 2027 (3%)

Step	BA	*5 YEARS/ BA+15	MASTERS	MASTERS+30
0	$40,881	$42,516	$44,969	$47,422
	1.000	1.040	1.100	1.160
1	$42,516	$44,356	$47,013	$49,466
	1.040	1.085	1.150	1.210
2	$44,151	$46,196	$49,057	$51,510
	1.080	1.130	1.200	1.260
3	$45,787	$48,035	$51,101	$53,554
	1.120	1.175	1.250	1.310
4	$47,422	$49,875	$53,145	$55,598
	1.160	1.220	1.300	1.360
5	$49,057	$51,714	$55,189	$57,642
	1.200	1.265	1.350	1.410
6	$50,692	$53,554	$57,233	$59,686
	1.240	1.310	1.400	1.460
7	$52,328	$55,394	$59,277	$61,730
	1.280	1.355	1.450	1.510
8	$53,963	$57,233	$61,322	$63,774
	1.320	1.400	1.500	1.560
9	$55,598	$59,073	$63,366	$65,818
	1.360	1.445	1.550	1.610
10	$57,233	$60,913	$65,410	$67,862
	1.400	1.490	1.600	1.660
11	$58,869	$62,752	$67,454	$69,907
	1.440	1.535	1.650	1.710
12	$60,504	$64,592	$69,498	$71,951
	1.480	1.580	1.700	1.760
13	$62,139	$66,432	$71,542	$73,995
	1.520	1.625	1.750	1.810
14	$63,774	$68,271	$73,586	$76,039
	1.560	1.670	1.800	1.860
15	$65,410	$70,111	$75,630	$78,083
	1.600	1.715	1.850	1.910
16	$68,680	$73,790	$77,674	$80,127
	1.680	1.805	1.900	1.960
17	$68,680	$73,790	$81,762	$82,171
	1.680	1.805	2.000	2.010
18	$68,680	$73,790	$81,762	$86,259
	1.680	1.805	2.000	2.110
19	$70,315	$75,425	$83,397	$87,894
	1.720	1.845	2.040	2.150

WESTERN RESERVE SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2027 – AUGUST 31, 2028 (3%)

Step	BA	*5 YEARS/ BA+15	MASTERS	MASTERS+30
0	$42,107	$43,791	$46,318	$48,844
	1.000	1.040	1.100	1.160
1	$43,791	$45,686	$48,423	$50,949
	1.040	1.085	1.150	1.210
2	$45,476	$47,581	$50,528	$53,055
	1.080	1.130	1.200	1.260
3	$47,160	$49,476	$52,634	$55,160
	1.120	1.175	1.250	1.310
4	$48,844	$51,371	$54,739	$57,266
	1.160	1.220	1.300	1.360
5	$50,528	$53,265	$56,844	$59,371
	1.200	1.265	1.350	1.410
6	$52,213	$55,160	$58,950	$61,476
	1.240	1.310	1.400	1.460
7	$53,897	$57,055	$61,055	$63,582
	1.280	1.355	1.450	1.510
8	$55,581	$58,950	$63,161	$65,687
	1.320	1.400	1.500	1.560
9	$57,266	$60,845	$65,266	$67,792
	1.360	1.445	1.550	1.610
10	$58,950	$62,739	$67,371	$69,898
	1.400	1.490	1.600	1.660
11	$60,634	$64,634	$69,477	$72,003
	1.440	1.535	1.650	1.710
12	$62,318	$66,529	$71,582	$74,108
	1.480	1.580	1.700	1.760
13	$64,003	$68,424	$73,687	$76,214
	1.520	1.625	1.750	1.810
14	$65,687	$70,319	$75,793	$78,319
	1.560	1.670	1.800	1.860
15	$67,371	$72,214	$77,898	$80,424
	1.600	1.715	1.850	1.910
16	$70,740	$76,003	$80,003	$82,530
	1.680	1.805	1.900	1.960
17	$70,740	$76,003	$84,214	$84,635
	1.680	1.805	2.000	2.010
18	$70,740	$76,003	$84,214	$88,846
	1.680	1.805	2.000	2.110
19	$72,424	$77,687	$85,898	$90,530
	1.720	1.845	2.040	2.150

*For purposes of salary schedule placement, employees on “BA” or hired by the Board on or after September 1, 2022 shall be eligible to advance to “BA+15”; “5 years” shall not be applicable to such employees.

6.03 Longevity

Upon the completion of 16 years of teaching in the Western Reserve School District, bargaining unit members shall receive twenty-five dollars ($25.00) for each year of work in the District, starting at $400 with a cap of $700 per year. Payment will be made in the first regular pay in December of each year.

6.04 Hourly Rate of Compensation

The compensation for employees paid on an hourly basis shall be thirty dollars ($30.00) per hour. Payment will only be for hours that have been preapproved by the Superintendent and the Treasurer and will include but not be limited to required Dual Credit/College Credit Plus meetings held after school hours and those working with students on Home Instruction.

6.05 Supplemental Salary Schedule

6.051 Acceptance of Supplemental Contract

The acceptance of a supplemental contract shall be a voluntary determination of the employee to whom it is offered.

6.052 Posting of Supplemental Positions

Prior to employing a non-certified employee for a supplemental position, the position shall be made available to members of the Employee Unit in accordance with Section 5.022 of this Agreement.

When extracurricular positions which have been created by the Board of Education are posted as vacancies, first consideration in the selection of candidates shall be given to those current district employees who have applied. Those individuals shall receive an interview for the position along with other external candidates who may be interviewed. The Board reserves the right to select the individual for any position whom it determines as the best qualified.

6.053 Payment of Supplemental Salaries

Supplemental salaries shall be divided into 26 equal and consecutive pays and shall be paid to employees in accordance with the regular pay schedule.

6.054 Determination of Supplemental Salaries

The supplemental salary for each supplemental position shall be calculated by multiplying the designated percentage times the beginning Bachelors

salary of the salary schedule in effect on September 1 of the school year the duty is to be performed.

6.055 Schedule

A. COACHING POSITIONS

	PERCENTAGE
Head Varsity Football Coach	22%
Varsity Assistant Football Coach	13.2%
Junior High Football Coach	11.55%
Head Varsity Basketball Coach	22%
Varsity Assistant Basketball Coach	13.2%
9th Grade Basketball Coach	11.55%
Junior High Basketball Coach	11.55%
Head Varsity Track Coach	16.5%
Assistant Varsity Track Coach	11%
Junior High Track Coach	11%
Head Volleyball Coach	18.6%
Assistant Volleyball Coach	11.55%
9th Grade Volleyball Coach	9.9%
Junior High Volleyball Coach	9.9%
Varsity Golf Coach	7.7%
Assistant Golf Coach	4%
Head Baseball Coach	16.5%
Assistant Baseball Coach	11%
Head Softball Coach	16.5%
Assistant Softball Coach	11%
Cross Country Coach	7.7%
12-Week Off Season Strength & Conditioning Coach*	5%
Head Wrestling Coach	16.5%
Assistant Wrestling Coach	11%
Junior High Wrestling Coach	11.55%

*This position will not be available to a coach or volunteer that is "in season" as indicated by OHSAA regulations.

B. OTHER SUPPLEMENTAL POSITIONS

High School Assistant Athletic Director	18%
Middle School Assistant Athletic Director	7%
High School Cheerleader Advisor	9.9%
Jr. High School Cheerleader Advisor	5.5%
Yearbook Advisor	8.8%
Junior Class Advisor	6.6%

Senior Class Advisor	5.5%
9th Grade Class Advisor	4.4%
10th Grade Class Advisor	4.4%
Drama Club Coach (if outside school day)	8.8%
Quiz Bowl Advisor	5.5%
Student Council Advisor	8.8%
NHS Advisor	7%
Assistant Band Director	7.0%
Lead Mentor	6.5%
Mentor	4%
LPDC	3%
CCP (per semester)	4%
Pep Band (if outside school day)	3%
Jazz Band (if outside school day)	3%
Marching Band (extended time if filled by a bargaining unit member)	11%

6.056 Supplemental Index

To receive a supplemental percentage increase, a bargaining unit member must hold the contract for consecutive years with the same supplemental position. If there are multiple positions within the same classification; such as, an assistant football coach moving to the head football coach would constitute consecutive years within the football coaching position. The percentage would be specified according to the contract held (assistant coach percentage would be different than the head coach position). The supplemental increments would be as follows: a rate of 1% (one percent) after consecutive completion of the 5th (fifth) year, 10th (tenth) year, and 15th (fifteenth) year with a maximum possibility of 3% (three percent).

6.057 Supplemental Contracts

Any single supplemental contract may be awarded to more than one employee if both employees agree.

6.058 Coaches

Annually, the Board of Education shall determine the number of head coaches and assistant coaches to be employed for the ensuing contract year. That identification of coaching numbers shall determine the total budgeted expenditure by the Board for these positions.

In a contract year in which an athletic head coach requests the addition of assistant coach(es) to his/her staff following that Board determination, the following procedure will be followed:

1. The head coach makes such a request, in writing, to the Director of Athletics.

2. The Director of Athletics shall communicate such a request to the Principal and the Superintendent.

3. The Superintendent shall convene a review committee consisting of the Superintendent, the Principal, the Athletic Director, and a designated member of the Board of Education.

4. The review committee shall study the request to add an additional assistant coach(es). If the committee approves such a request, the Board of Education shall, by resolution, take action to award, or to revise the award, of supplemental contracts for these assistant coaching positions.

   The recommendation of the committee cannot increase any individual coaches salary beyond the negotiated percentage of the master contract.

6.059 Extended Time

All extended time shall be at the bargaining unit members per diem rate of pay.

6.06 Travel Reimbursement

When during the course of the school day, employees are required by the Board to use their vehicles to properly fulfill their assigned duties, they shall be reimbursed at the IRS rate as of January 1 per mile. This provision shall not apply to employees on supplemental contracts.

6.07 Severance Pay

6.071 Entitlement to Severance Pay

Any professional certified/licensed employee retiring from the Western Reserve School District who has ten (10) or more years of active service with the Western Reserve Local Schools (Effective January 1, 1993), shall be entitled to receive severance pay based on the employee's per diem rate at the time of the employee's retirement.

6.072 Amount of Severance Pay

Severance pay shall be granted, at the per diem salary rate of said bargaining unit member for active service, according to the following:

a. 10 to 14 years service 10 days
b. 15 to 19 years service 15 days
c. 20 to 24 years service 20 days
d. 25 to 29 years service 25 days
e. 30 above 30 days

In addition to the above each bargaining unit member shall receive sixteen (16%) of their total accumulated and unused sick leave at the bargaining unit member's per diem rate at the time of the employee's retirement.

6.073 Employment of Retired Teachers, including those with Prior Service Credit in the Western Reserve Local School District

The parties agree to abide by the following terms and conditions relating to the re-employment of a teacher following such teachers' service retirement. Specifically, the parties agree that:

a. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not expectation of continued employment or re-employment when a teacher retires from the Western Reserve Local School District. Teachers wishing to utilize the provisions of 6.073 must notify the Superintendent in writing by March 1st of the year in which the teacher intends to retire.

b. Effective January 2009, a plan enrollee, who is not eligible for Medicare part B is not eligible for primary coverage in the medical plan offered by SIRS pursuant to Section 3307.39 of the Revised Code if the plan enrollee is employed and has access to a medical plan with prescription coverage available through the employer or if employees of that employer in comparable positions have access to a medical plan available through the employer provided the medical plan with prescription coverage available through the employer is equivalent to the medical plan with prescription coverage at the cost available to full time employees as defined by the employer. A retired teacher who is rehired is eligible to enroll in the employers health (medical/prescription drug/dental/ vision) benefits.

c. Salary placement for newly hired retired teachers shall commence at the Step 3 B.A. on the pay scale. Subsequent years' salaries will be paid at the B.A. level. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or

otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

d. Seniority for retired teachers newly hired by the Board as well as for retired Western Reserve Local School District teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.

e. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to one (1) year limited contracts of employment.

f. For purposes of reduction in force (Article 5.05) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract.

g. There will be no severance pay available for retired teachers employed by the Board.

h. Teachers employed by the Board after retirement will be given one (1) year limited contracts only. Non-renewal of such teachers will be accomplished through written notice to the teacher on or before June 1st of any year of the Board's intention not to renew their limited contract of employment. Posting written notice in the U.S. Mail, postage prepaid, by registered or certified mail to the teachers last address in accordance with the Board's records shall constitute legal notice to such teacher. Other than the failure of the Board to provide such written notification to such teachers prior to that date, the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise and the Association agrees not to contest any waiver of rights executed by the employee at the time of hire. For purposes of these teachers, the parties specifically agree that this provision supersedes and take the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

i. A retire/rehire employee shall notify the office of the Superintendent no later than March 1st of their intent to return the following school year.

6.08 Employee Insurances

6.081 General Coverage

A. The Board shall provide all members of the Employee Unit with insurance coverage pursuant to Mahoning County Insurance Consortium one plan. The plan booklet is hereinto incorporated by reference. The Board shall provide 85% of the total cost of the following: comprehensive hospitalization; surgical; major medical; outpatient surgery; diagnostic x-ray; laboratory examinations, and emergency care; dental; prescription drugs; vision and term life as set forth in 6.083.

B. If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the Association President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the Association a complete copy of the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

C. The District's open enrollment month is September. Open enrollment is the one time each year employees have the opportunity to make changes to benefits. This change can be a plan type, as well as adding or dropping coverage. Employees may also change who is covered on their insurance during this time. Any changes made during open enrollment must remain until the following open enrollment period unless there is a qualifying life change event. If the employee does not enroll in benefit plans when first hired, open enrollment allows enrollment without any qualifying event.

D. The Board shall permit all members of the Employee Unit who have been granted unpaid leaves of absence to remain in the Employee Insurance Group for all coverages provided by the District at the employee's expense for the duration of said unpaid leave.

E. Insurance coverage for members of the Employee Unit who have been granted paid leaves of absence shall continue to be provided by the Board.

6.082 Specific Coverage

A. Preferred Provider Organization (PPO)

The Board shall assume eighty-five percent (85%) of the cost of and the employee shall assume fifteen percent (15%) of the cost of said coverage. The plan will have four premium levels:

Employee
Employee plus child(ren)
Employee plus spouse
Employee plus a spouse plus child(ren)

The payroll secretary will deduct the employee's share of the medical premium costs (15 percent – 15%) before taxes are figured.

B. An employee's spouse who is enrolled for coverage with the District and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement health insurance plan for at least single coverage.

C. An employee's spouse not covered by a retirement health insurance plan who is enrolled for coverage with the District must enroll in his/her employers health insurance for single coverage minimally if the employee's spouse:

(1) works a minimum of twenty (20) hours per week; and

(2) has access to continuous group health insurance coverage pursuant to employment outside the District at a cost of not more than three hundred dollars ($300.00) per month.

D. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:

(1) the spouse can enroll in his/her employers' health insurance plan, or;

(2) the spouse elects not to enroll in his/her employers' plan but received s stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or;

(3) the spouse received a 'cafeteria: or similar plan benefit from the spouse's employer that allows the spouse the choice of

health insurance, life insurance, annuity premium or other benefits, or:

(4) the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no cost health benefits to its employees.

6.083 Term Life

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of forty thousand dollars ($40,000) for each member of the Employee Unit now or hereinafter employed.

6.084 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 seven (7) calendar days of ratification of the Master Contract by both Parties. Copies of contracts subsequently entered into by the Board shall be provided within seven (7) calendar days after they are received by the administration.

6.085 Description of Benefits

Employees can, at any time, access a description of the medical insurance programs provided by the Board for the employees' benefit by logging into their member account on the MedMutual.com website.

In the event the Board is required to alter the provisions of the Health Insurance coverage; the cost of the Health Insurance coverage increases; and/or the Board is confronted with any penalty due to the implementation of any aspect of the Affordable Care Act, representatives of the Board and Association shall meet and negotiate those effects in order to eliminate those consequences experienced within thirty (30) days of notification from the Board.

6.09 STRS Pickup

6.091 Board Pickup of Employee Contributions to the State Teachers Retirement System (Salary Reduction / Restatement

In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and the Board agree that effective for the term of this Agreement, the Board shall contribute to the State Teachers Retirement System, in addition to the Board's required employer contribution, an

amount equal to each employee's contribution to the State Teachers Retirement System in lieu of payment of said amount to each employee and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

A. The dollar amount to be “picked up” by the Board:

1. Shall be credited to the State Teachers Retirement system as employee contributions under authority of Ohio Attorney General Opinion 82-097;

2. Shall be included in computing an employee’s final average salary for State Teacher’s Retirement System purposes and in reporting teacher-authorized credit information to financial institutions;

3. Shall not be reported by the Board as subject to current federal and state income taxes;

4. Shall be reported by the Board as subject to city income taxes.

B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pickup” in combination with other tax deferred compensation plans.

C. For purposes of this Provision, an employee’s total annual salary and/or salary per pay period shall be the salary specified in Sections 6.02, 6.03 and 6.04 of this agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two components: (2) deferred salary and (2) cash salary.

1. <u>Deferred Salary</u>

An employee’s deferred salary shall be equal to that percentage of said employee’s total annual salary and/or salary per pay period which is required by the State Teachers Retirement System to be paid as an employee contribution by said employee.

2. Cash Salary

An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures of employees' salaries as specified in Sections 6.02, 6.03 and 6.04 of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to the State Teachers Retirement System based upon the employee's total annual salary and/or salary per pay period.

E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:

1. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and of a deferred salary which is equal to the amount of the employee contribution to the State Teachers Retirement System being "picked up" by the Board on behalf of the employee;

2. That the Board will contribute to the State Teachers Retirement System an amount equal to the employee's required contribution to the State Teachers Retirement System for the account of each employee; and

3. That life insurance, sick leave pay, assault leave pay, severance pay, supplemental pay, extended service pay, worker's compensation benefits, unemployment compensations benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon the combined cash salary and the deferred salary of the employee.

F. All subsequent contracts and salary notices for members of the Employee Unit shall comply with the provisions of this Section.

6.10 Attendance Incentive

The Board will pay each bargaining unit member who qualifies, the following perfect attendance incentive for not using any sick leave days or personal leave days. Professional leave days will not count against the member's attendance. If coverage can be found for an absence of one hour or less, the time will not require sick or personal leave use and will not count against the member's attendance.

Perfect Attendance Incentive: For each nine-week grading period in which a member has used zero days, the member shall receive $110.00. Payments will be made on the second payday in February for the first and second grading periods and the second pay in June for the third and fourth grading periods.

6.11 The Board may, subject to an annual appropriation by the Board, make available a maximum of $10,000.00 per fiscal year for partial tuition reimbursement to bargaining unit members for completion of Eligible Courses.

A course is an Eligible Course only if it:

1. Commences after the end of the member's first complete contract year of employment by the Board;

2. Is completed at an accredited college or university;

3. Is a graduate-level course according to the institution's course catalogue; and

4. Is either: in the area of the bargaining unit member's present certification/licensure or endorsement; may lead to a new area of certification/licensure or endorsement; or otherwise approved by the Superintendent.

The maximum amount of reimbursement per bargaining unit member, per fiscal year, shall be a maximum of $1,500 per member. Reimbursement shall not exceed the member's actual cost for tuition. Reimbursement shall be on a first come, first served basis based upon the date of submission of a completed application to the Superintendent.

A bargaining unit member may apply to receive partial reimbursement for actual tuition paid for an Eligible Course if the bargaining unit member received a grade higher than C minus. Reimbursement shall be actual tuition costs only; lab fees,

books, parking and other related or incidental expenses are not eligible for reimbursement.

A bargaining unit member must apply to the Superintendent in writing for tuition reimbursement no later than August 31 for courses completed during the preceding school year. The application must include a copy of the invoice for the cost of tuition for the course(s) and a copy of one or more documents showing that the tuition was paid in full. The bargaining unit member must also cause the educational institution to send directly to the Superintendent a copy of the member's transcript or grade/report card that identifies the course name and number, and demonstrates that the course was completed, the number of credit hours earned, and the grade awarded.

The Superintendent shall recommend approval or disapproval of each application to the Board. No tuition reimbursement shall be approved if the applicant is not contracted to teach in the district for the current school year. Reimbursement shall be issued during the next available payroll after Board approval.

If a member takes additional coursework at the request of Administration to comply with state mandates, the coursework reimbursement shall be excluded from the amount provided above.

ARTICLE VII. EFFECTS OF THE CONTRACT

7.01 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the members of the Employee Unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

7.02 Amendments

This Master Agreement represents the full understanding and commitment between the Parties and replaces all previous Agreements. This Master Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.

7.03 Implementation

It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules, and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

7.04 Severability

7.041 Conformance with Ohio Statutes

It is understood that this Master Agreement is subject to and shall operate within the framework of the statues of the State of Ohio.

7.042 Determination of Illegality

If any provisions of this Master Agreement or any application of this Master Agreement to any individual member of the Employee Unit or group of members of the Employee Unit shall be found to be contrary to law by the court of highest competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

7.043 Negotiation of Illegal Provision

Any provision of this Master Agreement which is deemed contrary to law by the court of highest competent jurisdiction shall be renegotiated by the Parties within fifteen (15) days after said finding is rendered.

7.044 Impasse of Illegal Provision

If agreement has not been reached upon expiration of the 15-day negotiation period, the disputed provision shall become subject to the Negotiation Impasse Procedure outlined in this Agreement.

7.05 Personnel Forms

7.051 Attachment to Master Agreement

All personnel forms that are utilized relative to the implementation of the provisions of this Agreement shall be attached as an appendix to this Agreement.

7.052 Evaluation Instrument(s)

The Association shall appoint four (4) representatives to give advice and input into the drafting or changing of the evaluation instrument(s) to be utilized in the implementation of Section 5.073 of this Agreement. However, the format of the new or revised instrument(s) shall be the determination of the Administration.

7.053 Conformance with Master Agreement

All personnel forms contained in the Appendix of this Agreement shall be in full compliance with the terms and conditions of this Agreement.

7.06 Duplication and Distribution

As soon as is reasonably possible after the Parties have acted to ratify this Agreement, but not later than thirty (30) days after such date, the Administration shall have printed copies of the Master Agreement and shall have distributed a copy to all certified/ licensed personnel in the Employee Unit. Certified/licenses personnel hired thereafter shall also be furnished with a copy. The complete Master Agreement, including any revisions or amendments agreed to in subsequent negotiations, shall be printed in its entirety and distributed to all members of the Employee Unit. The expense of such printing shall be borne by the Board.

7.07 Duration

This Agreement shall be in effect from September 1, 2025 through Midnight August 31, 2028.

FOR THE ASSOCIATION

Paul Henderson
President and Chief Negotiator

Kristy Nelston
Negotiator

John Armers
Negotiator

Kurt Rice
Negotiator

Dr. Gary P. Carlile
Labor Relations Consultant

FOR THE BOARD

Jasmine Penning
President

Cathy Romack
Treasurer

Dallas Saunders
Superintendent and Chief Negotiator

APPENDIX A

WESTERN RESERVE LOCAL BOARD OF EDUCATION
APPLICATION OF USE OF PERSONAL LEAVE

NAME **DATE**

DATE(S) REQUESTED_____

Personal leave shall be granted upon request for any of the reasons listed below. Personal leave taken for these reasons shall require 48-hour prior notice to the Superintendent, except in the case of an emergency. (Check appropriate reason)

1. To attend to personal, legal, or business affairs which cannot be resolved except during the hours school is in session.

2. Emergencies.

Reason for use of emergency leave: _____

Approved
Disapproved SUPERINTENDENT DATE

APPLICATION FOR USE OF PROFESSIONAL LEAVE

NAME DATE REQUEST SUBMITTED
POSITION

CONFERENCE, MEETING, VISITATION, LOCATION_____

DATE OF ABSENCE: FROM: _____ THROUGH _____

REASON FOR REQUEST_____

Please list costs involved: Food _____ Lodging _____ Transportation _____
_____ Registration State/Grant Reimbursed _Yes _ No

TOTAL COST
_____Approved
_____Disapproved _____
SUPERINTENDENT DATE

APPENDIX B

WESTERN RESERVE SCHOOL DISTRICT
ASSAULT REPORT FORM

NAME OF
ASSAULTED EMPLOYEE HOME PHONE #

BUILDING ASSIGNMENT

DATE OF ASSAULT APPROX. TIME OF ASSAULT _____

PLACE OF OCCURRENCE

NAME OF PERPETRATOR(S) (IF KNOWN)

PLEASE CIRCLE THE RELEVANT DATA:

Physical Assault	Assault W/Weapon	Personal Property Damage	School Property Damage	Personal Injury

NATURE OF PERSONAL INJURY

MEDICAL ATTENTION WAS REQUIRED: _____ Yes ____ No
IF MEDICAL ATTENTION WAS REQUIRED, is a statement by the attending physician attached? ___ Yes _____ No

The anticipated duration of leave is from _____ to _____
Date Date

THIS INCIDENT WAS REPORTED TO: Supervisor Juvenile Authorities
Police

ACTION HAS BEEN TAKEN BY: Supervisor Juvenile Authorities
Police

If checked, please describe the action taken:

BRIEFLY DESCRIBE INCIDENT:

INCIDENT COULD HAVE BEEN PREVENTED OR ALLEVIATED IF

THE INCIDENT WAS REPORTED TO THE SUPERVISOR BY:

NAME OF EMPLOYEE DATE Submit in duplicate

APPENDIX C

WESTERN RESERVE SCHOOL DISTRICT

NOTICE OF VACANCY

POSITION _____

GRADE LEVEL _____

SUBJECT(S) _____

QUALIFICATIONS:

COMPENSATION (if an administrative position)

DATE POSTED _____

DEADLINE FOR APPLICATION

APPENDIX D

WESTERN RESERVE SCHOOL DISTRICT

REQUEST FOR TRANSFER

NAME

STREET ADDRESS

CITY STATE ZIP CODE

PHONE_____

TYPE OF CONTRACT _____ EXPIRATION DATE

SUBJECTS AUTHORIZED ON TEACHING CERTIFICATE(S)

ASSIGNMENT REQUESTED (BE AS SPECIFIC AS POSSIBLE)

STATE BRIEFLY THE REASONS FOR THIS REQUEST_____

LIST YOUR ACADEMIC QUALIFICATIONS FOR THIS REQUEST

DATE SIGNATURE

File this request with the Superintendent of Schools.

APPENDIX E

WESTERN RESERVE LOCAL BOARD OF EDUCATION

APPLICATION FOR USE OF SICK LEAVE

Employee's Name: _____ Date: _____

School Assigned: _____Number Days Requested AFFIDAVIT

State of Ohio, County of Mahoning

The undersigned, being first duly sworn, deposes and says that he/she is hereby making application for the use of sick leave as provided in Section 143:29, ORC, and that the use of such sick leave is justified for the following reasons:

1. Personal Illness. Nature of illness:
2. Personal Injury. Nature of injury: _____
3. Illness or injury in Immediate Family: _____
(Name/Relationship)
4. Death in Immediate Family: _____
(Name/Relationship)
5. Other:

I hereby request _____ days of sick leave beginning_____ 20 _____
And ending _____ 20_____

Employee Social Security Number Signature of Employee Verification

Signature of Building Principal or Supervisor:

_____
Signature Date

PHYSICIAN'S CERTIFICATE

I hereby certify that I am a physician licensed to practice in Ohio, that the above-named person was under my professional care during or immediately preceding the days for which sick leave is requested and that the use of such sick leave above described by said person was, in my opinion, justified.

_____ _____
Date Signature of Physician

Address of Physician

APPENDIX F

TEACHER EVALUATIONS

Purpose

The purposes of teacher evaluation are:

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

2. To inform instruction.

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

4. To assess bargaining unit members' work performance.

5. To assist the Administration in making personnel decisions.

Application

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

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.

4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Evaluators

A. An evaluator must be a full-time, credentialed contracted employee of the District (including ESC employees regularly assigned as an administrator in the district)

EVALUATION INSTRUMENT

The evaluation instrument shall be the process and forms used by the teacher's evaluator.

EVALUATION COMMITTEE

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process for the evaluation of teachers in the District.

B. Committee Composition

The committee shall be comprised of 3 Association members appointed by the Association president and 3 District administration. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meeting

C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

2. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. Committee agendas will be developed jointly by the co-chairpersons of the committee.

D. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.

2. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

Orientation

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

Joint Evaluation Instrument Training

The Board shall provide joint training for administrators and teachers that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

Evaluation Ratings

Each evaluation shall assign one of the following final summative ratings to the teacher being evaluated:

A. Accomplished

B. Skilled

C. Developing

D. Ineffective

The assignment of these ratings shall be accomplished by application of the Ohio Department of Education's March 27, 2020 Teacher Performance Evaluation Rubric, or the current successor to the March 27, 2020 Rubric.

Frequency of Evaluations

A. Except as provided in subsections B, C, or D, the Board shall evaluate each teacher at least one time per school year.

B. The Board shall evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this section once every three school years.

C. The Board shall evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two years.

D. The Board may elect not to complete an evaluation of a teacher who:

1. Was on leave from the school district for fifty (50) percent or more of the school year; or

2. Has submitted notice of retirement that has been accepted by the Board.

Schedule for Observation Cycle and Evaluation

The Observation Cycle, as defined below, shall be completed no later than the 1st day of May. The evaluator and teacher being evaluated shall hold a conference, and the teacher shall receive a written report of the results of the evaluation, not later than the tenth day of May.

"Observation Cycle" means formal observations, walk-throughs (informal observations), professional growth and improvement plans, and conferences.

Formal Observations

A. Schedule of Observations

1. Except as provided in subsection A.2, A.3, or A.4, a minimum of two (2) formal observations shall be conducted to support each performance assessment.

2. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher.

3. On those occasions where a teacher commences or resumes employment with the District after the start of the school year, only those portions of the observation cycle that commence after the teacher's commencement of service must be completed.

4. On those occasions where a teacher is on approved leave or is otherwise absent from work during a portion of the observation cycle, such leave or absence shall excuse the performance of the observation that would have taken place had the teacher been at work.

B. Duration and Timing of Observations; Prior Notice

A formal observation shall last a minimum of thirty (30) minutes and the teacher will receive a minimum of 3 days prior notification of the formal observation. There shall be at least three (3) weeks between formal observations. 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.

C. Observation Conferences

1. Upon timely request by a teacher, a formal observation shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. To be timely, a teacher must request a pre-observation conference no fewer than 2 days prior to the observation.

2. A post-observation conference shall be held within 10 school days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

3. Unless mutually agreed upon by the teacher and evaluator, all observation conferences shall be in-person.

<u>Walk-throughs</u> (Informal Observations)

A. Each evaluation cycle shall include at least two walk-throughs (informal observations) by the teacher's evaluator.

B. A walk-through (informal observation) shall be not more than 15 consecutive minutes in duration.

Finalization of Evaluation

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Cycle

1. The final summative evaluation of a teacher shall be based upon: (a) student growth measures; and (b) performance that is assessed during the walk-throughs and formal observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and placed in the teacher's personnel file.

C. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report that is placed in the teacher's personnel file. A copy of the written response, signed by both parties, shall be provided to the teacher. The signature of the evaluator or administrator on the response should not be construed as evidence that the evaluator or administrator agrees with the contents of the teacher’s response.

Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with a final summative rating of Accomplished or Skilled will develop a professional growth plan. If an Accomplished or Skilled teacher had any Teacher Performance Evaluation Rubric domain components rated as ineffective, the teacher’s professional growth plan must include a plan to improve those domain components.

2. Teachers with a final summative rating of Developing will develop a professional growth plan collaboratively with the credentialed evaluator.

3. Teachers with a final summative rating of Ineffective will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher of the District whose final summative rating on the teacher's most recent evaluation was Accomplished or Skilled to facilitate further discussion between the teacher and the evaluator.

B. Professional growth and improvement plans for a school year shall be developed not later than September 15.

C. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth and/or who received a final summative rating of Ineffective on the teacher's most recent evaluation.

D. Professional improvement plans shall:

1. Identify the indictors documented as ineffective in the teacher's most recent evaluation.

2. Describe how each indicator documented as ineffective will be improved;

3. Describe the specific performance expectations, resources and assistance to be provided; and

4. Provide a reasonable timeline for the plan's completion, which must be no later than April 15 of the following year.

E. The Board shall provide opportunities for professional development to accelerate and continue teacher growth and to provide support to poorly performing teachers as set forth in this agreement.

Due Process

A. Teachers receiving a final summative rating of Ineffective may request a different evaluator for the following evaluation cycle.

B. A teacher shall be entitled to Union representation at any conference held during the evaluation procedure in which the teacher will be advised of an impending adverse personnel action.

Personnel Action Requirements

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until two years of data have been collected and two evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

C. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

D. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Developing for all teachers for purposes of eTPES reporting.

E. Evaluation results shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

APPENDIX G

COUNSELOR EVALUATIONS

Purpose

The purposes of counselor evaluation are:

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

2. To inform student counseling.

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

4. To assess bargaining unit members' work performance.

5. To assist the Administration in making personnel decisions.

Application

The counseling evaluation procedure contained in this agreement applies to teachers employed by the Board who are certified or licensed to serve as school counselors and who spend at least fifty (50) percent of their time providing student counseling.

Evaluators

A. An evaluator must be a full-time, credentialed contracted employee of the District (including an ESC employee regularly assigned as an administrator in the District)

EVALUATION INSTRUMENT

The evaluation instrument shall be the process and forms used by the counselor's evaluator.

EVALUATION COMMITTEE

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, for the evaluation of counselors in the District and to regularly review the effectiveness of the policy, procedure and process for the evaluation of counselors in the District.

B. Committee Composition

The committee shall be comprised of 3 Association members appointed by the Association president and 3 District administration. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meeting

C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

2. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. Committee agendas will be developed jointly by the co-chairpersons of the committee.

D. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for counselor evaluation.

2. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

Orientation

Not later than September 15 of each year, or in the case of a new counselor, within thirty (30) days of the first day worked, each counselor shall be notified in writing of the name and position of his or her evaluator.

Joint Evaluation Instrument Training

The Board shall provide joint training for administrators and counselors that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

Evaluation Ratings

Each evaluation shall assign one of the following final summative ratings to the counselor being evaluated:

A. Accomplished

B. Skilled

C. Developing

D. Ineffective

The assignment of these ratings shall be accomplished by application of the Ohio Department of Education's May 18, 2016 School Counselor Evaluation Rubric, or the current successor to the May 18, 2016 Rubric.

Frequency of Evaluations

A. Except as provided in subsections B, C, or D, the Board shall evaluate each counselor at least one time per school year.

B. The Board shall evaluate each counselor who received a rating of Accomplished on the counselor's most recent evaluation conducted under this section once every three school years as long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric.

C. The Board shall evaluate each counselor who received a rating of Skilled on the counselor's most recent evaluation once every two years as long as the metric of student outcomes, for the most recent school year for data is available, is skilled or higher on the evaluation rubric.

D. The Board may elect not to complete an evaluation of a counselor who:

1. Was on leave from the school district for fifty (50) percent or more of the school year; or

2. Has submitted notice of retirement that has been accepted by the Board.

Schedule for Observation Cycle and Evaluation

The Observation Cycle, as defined below, shall be completed no later than the 1st day of May. The evaluator and counselor being evaluated shall hold a conference, and the counselor shall receive a written report of the results of the evaluation, not later than the tenth day of May.

"Observation Cycle" means formal observations, walk-throughs (informal observations), professional growth and improvement plans, and conferences.

Formal Observations

A. Schedule of Observations

1. Except as provided in subsection A.2, A.3, A.4, or A.5, a minimum of two (2) formal observations shall be conducted to support each performance assessment.

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

3. On those occasions where a counselor commences or resumes employment with the District after the start of the school year, only those portions of the observation cycle that commence after the counselor's commencement of service must be completed.

4. On those occasions where a counselor is on approved leave or is otherwise absent from work during a portion of the observation cycle, such leave or absence shall excuse the performance of the observation that would have taken place had the counselor been at work.

5. During a school year in which an Accomplished or Skilled counselor is not being evaluated, at least one formal observation of the counselor shall be completed.

B. Duration and Timing of Observations; Prior Notice

A formal observation shall last a minimum of thirty (30) minutes and the teacher will receive a minimum of 3 days prior notification of the formal observation. There shall be at least three (3) weeks between formal observations. 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.

Formal observations are made during non-confidential counseling activities.

C. Observation Conferences

1. Upon timely request of the teacher, a formal observation shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. To be timely, a teacher must request a pre-observation conference no fewer than 2 days prior to the observation.

2. A post-observation conference shall be held within 10 school days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

3. During a school year in which an Accomplished or Skilled counselor is not evaluated, at least one observation conference shall be completed.

4. Unless mutually agreed upon by the teacher and evaluator, all observation conferences shall be in-person.

Walk-throughs (Informal Observations)

A. Each evaluation cycle shall include at least 2 walk-throughs/informal observation(s) by the counselor's evaluator. Walk-throughs/informal observations are made during non-confidential counseling activities.

B. A walk-through/informal observation shall be not more than 15 consecutive minutes in duration.

Finalization of Evaluation

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

B. Completion of Evaluation Cycle

The final summative evaluation of a counselor shall be based upon: (a) student outcome measures; and (b) performance that is assessed during the walk-throughs and formal observations. The evaluation shall acknowledge the performance strengths of the counselor evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the counselor to verify notification to the teacher that the evaluation will be placed on file, but the counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and placed in the counselor's personnel file.

C. Response to Evaluation

The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report that is placed in the counselor's personnel file. A copy of the written response, signed by both parties, shall be provided to the counselor. The signature of the evaluator or administrator on the response should not be construed as evidence that the evaluator or administrator agrees with the contents of the counselor's response.

Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Counselors with a final summative rating of Accomplished will develop a professional growth plan. If an Accomplished counselor had any Counselor Evaluation Rubric domain components rated as ineffective, the counselor's professional growth plan must include a plan to improve those domain components.

2. Counselors with a final summative rating of Skilled will develop a professional growth plan collaboratively with their evaluator.

2. Counselors with a final summative rating of Developing will develop a professional growth plan with the evaluator. The growth plan must be submitted to the administration for approval.

3. Counselors with a final summative rating of Ineffective will develop an improvement plan with their evaluator. The improvement plan must be submitted to the administration for approval. The administration will assign the evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

In the event that a counselor and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the counselor may request a counselor of the District whose final summative rating on the counselor's most recent evaluation was Accomplished or Skilled to facilitate further discussion between the counselor and the evaluator.

B. Professional growth and improvement plans for a school year shall be developed not later than September 15.

C. A professional improvement plan is a clearly articulated assistance program for a counselor whose student outcome measure dimension of the evaluation is below the expected level of student outcomes and/or who received a final summative rating of Ineffective on the counselor's most recent evaluation.

D. Professional improvement plans shall:

1. Identify the indictors documented as ineffective in the counselor's most recent evaluation.

2. Describe how each indicator documented as ineffective will be improved;

3. Describe the specific performance expectations, resources and assistance to be provided; and

4. Provide a reasonable timeline for the plan's completion, which must be no later than April 15 of the following year.

E. The Board shall provide opportunities for professional development to accelerate and continue counselor growth and to provide support to poorly performing counselors as set forth in this agreement.

Due Process

A. Counselors receiving a final summative rating of Ineffective may request a different evaluator for the following evaluation cycle.

B. A counselor shall be entitled to Union representation at any conference held during the evaluation procedure in which the counselor will be advised of an impending adverse personnel action.

Personnel Action Requirements

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any counselor until two years of data have been collected and two evaluation cycles have

been completed. Student outcome data taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

B. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Developing for all counselors for purposes of eSCES reporting.