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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WESTERN RESERVE EDUCATION ASSOCIATION

AND THE

WESTERN RESERVE BOARD OF EDUCATION

JULY 1, 2025 THROUGH JUNE 30, 2028

TABLE OF CONTENTS

PAGE

ARTICLE I - NEGOTIATIONS AGREEMENT

1.01 Preamble 1
1.02 Recognition 1
1.03 Negotiation Teams 2
1.04 Negotiation Procedure 2
1.05 Inclusion 5
1.06 Proofreading Final Agreement 5
1.07 Distribution of Agreement 5
1.08 In-Term Bargaining on No Child Left Behind Requirements ("NCLB") 5

ARTICLE II - GRIEVANCE PROCEDURE

2.01 Definitions 7
2.02 Initiating and Processing 7
2.03 Grievance Impasse 8
2.04 General Procedures 8

ARTICLE III - EMPLOYMENT PRACTICES

3.01 Principal/Grade Division Ratio 10
3.02 Secretary/Building Ratio 10
3.03 Lunch Duties 10
3.04 Bus Duty 10
3.05 Classroom Size/Maximum Number of Pupils 10
3.06 Planning Time/Daily Minimum/Emergency Substitution/Scheduling of Classes Between Buildings 11
3.07 Educational Service Personnel 12
3.08 Teacher Workday 12
3.09 Contract Year 13
3.10 Reduction In Force 13
3.11 Transfers, Assignments, and Vacancies 15
3.12 Non-renewal of Contracts 19
3.13 Teacher Evaluation System 21
3.14 Smoke and Drug-Free Environment 25
3.15 Policies and Procedures 25
3.16 Sequence of Contracts 25
3.17 Workload 25
3.18 Personnel Files 25
3.19 Health and Safety Concerns 26
3.20 Long Distance Learning 26
3.21 Resident Educator Program 27
3.22 Local Professional Development Committee 35

PAGE

ARTICLE III - EMPLOYMENT PRACTICES (Continued)

3.23 Student Discipline and Professional Staff Member Protection 36
3.24 Employee Discipline 37
3.25 Labor-Management Committee 40
3.26 Release of Personal Information 40
3.27 Open Enrollment 40
3.28 Public Pre-school Program 40
3.29 Re-employment of an STRS Retired Teacher 41
3.30 Preparation of IEP Reports by Special Needs Teachers 42

ARTICLE IV - LEAVES OF ABSENCE

4.01 Personal Leave 43
4.02 Sick Leave 44
4.03 Professional Leave 46
4.04 Parental Leave 47
4.05 Assault Leave 48
4.06 Jury Duty 49
4.07 Leave of Absence (Personal Illness, Disability, Educational, and Professional Reasons) 49
4.08 Association Leave 50
4.09 Family and Medical Leave 51
4.10 Sick Leave Bank 52
4.11 Leave for Relatives of Military Personnel 52

ARTICLE V - SALARY AND FRINGE BENEFITS

5.01 Salary Schedule 54
5.02 Salary Payment 54
5.03 Payroll Deductions 54
5.04 Extended Contracts 56
5.05 Supplemental Contracts 56
5.06 Tax Shelter of STRS 57
5.07 Allowance Per Classroom 57
5.08 College/Licensure Testing Reimbursement 58
5.09 Severance Pay 59
5.10 Insurance Benefits
- A. Medical Insurance 60
- B. Dental Insurance 60
- C. Life Insurance 60
- D. Liability Insurance 61
- E. Vision Insurance 61
- F. Rx Drugs 62
- G. Wellness Benefit 62
- H. Flexible Spending Account 62
- I. Spousal Carveout 62

PAGE

ARTICLE V - SALARY AND FRINGE BENEFITS (Continued)

5.11	Section 125 Account	63
5.12	Business Mileage	64
5.13	Notification of Eligibility for Continuing Contract	64
5.14	Notification of Eligibility for Raise in Salary Level	64
5.15	Reimbursement for BCI FBI Checks	64

ARTICLE VI - OTHER PROVISIONS

6.01	Provisions Contrary to Law	65
6.02	No Strike	65
6.03	Complete Agreement	65
6.04	Amendment Procedure	66
6.05	No Reprisals	66
6.06	Fair Share Fee	66
6.07	Duration of Agreement	68

APPENDIX A	Salary Schedule Index Effective July 1, 2025 – June 30, 2028	69
APPENDIX B-1	Salary Schedule July 1, 2025	70
APPENDIX B-2	Salary Schedule July 1, 2026	71
APPENDIX B-3	Salary Schedule July 1, 2027	72
APPENDIX C	Supplemental Salary Schedule	73
APPENDIX D	Grievance Forms	75
APPENDIX E	Personal Leave Form	78
APPENDIX E-1	Leave for Relatives of Military Personnel	79
APPENDIX F	Wellness Benefit – Effective 2025-2028	80
APPENDIX G-1	Observation of Professional Growth of School Counselors	83
APPENDIX G-2	School Counselor Observation Instrument (SCOI)	84
APPENDIX G-3	School Counselor Evaluation Instrument	86
SIDE LETTER	Outlining District's Process on Discipline	93
SIDE LETTER	MTSS	94

ARTICLE I - NEGOTIATIONS AGREEMENT

1.01 Preamble

The Western Reserve Board of Education and the Western Reserve Education Association do hereby agree that the operation of the educational system will be promoted by both parties. Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board of Education and the professional teaching staff.

1.02 Recognition

A. Definitions

1. Board -- The locally elected body charged with the responsibility of establishing policies for the school district. The Board is guided in this matter by the statutes of the state of Ohio.

2. Superintendent -- The executive officer of the school district.

3. Teacher (member of the teaching staff) -- All full-time and part-time certified personnel employed by the Board under a regular teaching contract. This term shall include all classroom teachers, special teachers, Intervention Specialists. Excluded from this definition shall be all substitutes, the technology coordinator, and all management-level/supervisory employees as defined in ORC Chapter 4117.

4. WREA -- The Western Reserve Education Association, affiliated with the North Central Ohio Education Association, Ohio Education Association, and National Education Association.

B. The Western Reserve Board of Education, hereinafter referred to as the Board, recognizes the Western Reserve Education Association, hereinafter referred to as the WREA, as the sole and exclusive representative of the professional teaching staff as defined in A-3 above. The Board agrees not to negotiate with any individual, group, or group of teachers other than the WREA concerning wages, hours, terms, and conditions of employment.

C. Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion. Membership in any organization shall not be a condition of employment or continued employment for any employee, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.

D. The WREA and the Board mutually pledge that their representatives shall have the necessary power and authority to make proposals, consider proposals, make counterproposals, consider counterproposals, and to reach tentative agreement in

the course of the negotiations in view of the fact that no final agreement shall be executed without ratification by the WREA and adoption by the Board.

E. Recognition shall also entitle the WREA to the following rights. The Association rights as representative of the bargaining unit members include the following:

1. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use one (1) specifically designated bulletin board or posting area in the teachers' lounge per school building, except that no partisan political material shall be placed on such bulletin board.

2. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use the internal school and/or district mail/courier system.

3. The Association shall have the same rights to notice of and attendance at Board meetings as granted other organizations by the Board policy adopted to implement the provisions of the Public Meeting Law. One (1) copy of the agenda shall be made available to the President of the Association prior to regular Board meetings.

4. The WREA shall have the right to use school buildings and facilities in order to conduct Association business so long as regulations pertaining to the use of said buildings and facilities are observed.

5. Three (3) minutes of time will be allotted at each Principal's meeting and ten (10) minutes at each August Superintendent's meeting for representatives of the Association to make announcements.

F. Management Rights - The Board reserves unto itself all rights provided by law which are not restricted by the specific written terms of this Contract.

1.03 Negotiation Teams

A. The Western Reserve Board of Education team shall meet with WREA representatives.

B. No action to coerce, censor, or penalize any negotiation participant shall be made or implied by any other member.

1.04 Negotiation Procedure

A. Meetings

1. All requests for negotiations meetings shall be made in writing. Requests initiated by the Board shall be directed to the WREA President. Requests initiated by the WREA shall be directed to the Superintendent.

2. Written requests for negotiations meetings shall include the following:

   a. Date of writing

   b. Statement of purpose for meeting

   c. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

B. Representation. Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Agreement. The Board's negotiating team and the Association's negotiating team shall be limited to not more than six (6) members of each team. Neither party shall have control over the selection of the other party's team members.

C. Authority of Negotiators. While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make counterproposals, consider counterproposals, and to reach tentative agreement in the course of negotiations.

D. Exchange of Information. Prior to and during the period of bargaining, each party will provide the other, upon written request, within a reasonable time, all regularly and routinely prepared information concerning issues under consideration.

E. Consultants. The parties may call upon consultants, but the attendance of such consultants at the negotiation table shall not cause the maximum number of team members to exceed six (6). Costs of such consulting service shall be borne by the party requesting it.

F. Request for Meeting/First Meeting. Between one hundred twenty (120) and ninety (90) calendar days prior to the expiration of this master Agreement in any calendar year in which negotiations are scheduled to occur, either party may notify the other of a desire to commence bargaining. A meeting shall be held within fifteen (15) working days of such request, unless both parties mutually agree to a later day.

G. Submission of Issues. At the first negotiations meeting both parties shall submit to each other their proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the complete agreement between the parties with respect thereto. Thereafter, neither party shall submit additional items for negotiation except with the consent of the other party.

H. Meetings. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings shall be agreed upon at the onset of the beginning of each session.

I. Caucus. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

J. Session Time Limits. These time limits are guidelines only and may be modified by mutual agreement.

1. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.

2. Bargaining sessions shall last a maximum of three (3) hours.

K. Item Agreements. As negotiated items ("articles") are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue ("articles"), subject to finalization by ratification by the membership of the Association and adoption by the Board.

L. Intent to Recommend. Prior to the negotiated agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

M. Agreement. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Association for ratification. After ratification, and under the provisions of Ohio Revised Code 4117.10(B), the tentative agreement will be submitted to the Board of Education for final approval. The Board shall accept or reject the tentative agreement as a whole as required in ORC 4117.10(B). In the event the Board fails to act within thirty (30) days on the tentative agreement under the provisions of ORC 4117.10(B), the Agreement shall be deemed approved.

N. Resolving Differences (Impasse Procedures):

If agreement is not reached after negotiations have taken place for sixty (60) days (unless a later date is mutually agreed to), or if the parties mutually declare impasse prior to sixty (60) days of negotiations, the parties shall jointly request the appointment of a mediator from the staff of the Federal Mediation and Conciliation Service. The mediator shall meet with the representatives of the parties either jointly or separately and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall have no authority to recommend or bind either party to an agreement.

The period of mediation shall last for a maximum of thirty (30) days or until the expiration of the Contract, whichever is later, unless an extension of time is agreed to by both parties. The cost for the mediator, if any, shall be borne equally by both parties.

Should the parties be unable to reach agreement as the result of this mediation process, the impasse provisions of this Collective Bargaining Agreement shall be deemed exhausted. The parties further agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in ORC 4117.14.

1.05 Inclusion

The Western Reserve Board of Education and the Western Reserve Education Association agree that all sections of the existing Collective Bargaining Agreement which are not re-negotiated shall be included in the new Collective Bargaining Agreement.

1.06 Proofreading Final Agreement

A. Representatives of the Association and Board will have the opportunity to proofread the first draft of the Agreement. Any errors, typographical errors, omissions, or other such "differences" between the first draft of the Agreement and the text which the parties tentatively approved during negotiation shall be communicated in writing to the Superintendent and Association President for appropriate rectification within thirty (30) days after delivery of the first draft of the Master Agreement. Any errors found after thirty (30) days by either the WREA or Board shall be communicated in writing to the respective parties and corrected at the earliest possible date.

B. This proofreading provision is purely for the purpose of affording an opportunity for technical correction, not for renegotiation. Such proofreading shall not alter the content of the final document to reflect anything not subject to prior tentative agreement.

1.07 Distribution of Agreement

A. A copy of this Agreement will be made available. The Association shall assume responsibility for having the Agreement typed. The Board shall assume the responsibility of duplication and bear any costs therein.

B. The Board and Association shall have the opportunity to proofread and approve the Agreement before and after printing.

C. Employees hired during the period of this master working Agreement will be furnished a copy of this Agreement by the Western Reserve Education Association.

1.08 In-Term Bargaining on No Child Left Behind Requirements ("NCLB")

No action shall be taken without the agreement of the WREA in regard to any issue relating to the Board's compliance with the Elementary and Secondary Education Act (ESEA) of 1965, as amended, 20 U.S.C. 6031 et. seq. (2002), where said action would adversely impact any bargaining unit member or otherwise affect the wages, hours, or terms and conditions of employment of any bargaining unit member.

The Board and the WREA agree that in-term bargaining under this Section shall only be undertaken in the utmost good faith and where the ESEA compliance issue cannot be addressed through methods which do not adversely impact the Collective Bargaining Agreement.

ARTICLE II - GRIEVANCE PROCEDURE

2.01 Definitions

A. A grievance is a complaint involving the alleged violation, misrepresentation, or misapplication of the Negotiated Agreement between the Association and the Board of Education.

B. A grievant is an employee, or group of employees, or the Association, alleging a violation, misrepresentation, or misapplication of the Negotiated Agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.

C. A day shall be defined as a school calendar day for which teachers are compensated.

2.02 Initiating and Processing

A. Level One

1. A grievant, within twenty (20) days of an occurrence or awareness of an occurrence giving rise to a grievance will first discuss it with his/her Principal or immediate superior of his/her building with the object of resolving the matter informally.

2. If the grievant or Association is not satisfied with the disposition of the grievance, a written grievance may be filed with the Principal within ten (10) days following the initial hearing with the Principal utilizing the form attached hereto as Appendix D. The Principal shall communicate a decision in writing to the grievance within ten (10) days of receipt of the written grievance. A copy of the decision shall be provided to the Association President.

B. Level Two

1. Within five (5) days of receipt by the grievant of the Principal's decision, such decision may be appealed to the Superintendent. The appeal shall include a copy of the Principal's decision.

2. The appeal shall be heard by the Superintendent within ten (10) days of its receipt. Five (5) days prior to the hearing, written notice of the time and place for the hearing shall be given to the grievant and to the Association President.

3. Within ten (10) days after hearing the appeal, the Superintendent shall communicate to the grievant his written decision, including supportive reasons. A copy of the decision shall be provided to the Association President.

C. Level Three

1. Within five (5) days of receipt by the grievant of the Superintendent's decision, such decision may be appealed to the Board of Education. The appeal shall be sent to the Treasurer of the Board and shall include copies of the decisions rendered by the Principal and the Superintendent.

2. The appeal shall be heard by the Board in executive session at the next regularly scheduled Board meeting in accordance with ORC 121.22. Prior to the hearing, written notice of the time and place shall be given to the grievant and to the Association President.

3. Within twenty (20) days after the hearing, the Board shall communicate the decision, including supportive reasons, to the grievant and to the Association President.

2.03 Grievance Impasse

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level Three, he/she may within thirty (30) days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on all parties. The cost for the services of the arbitrator will be shared equally by the Board of Education and the WREA.

2.04 General Procedures

A. Failure at any step of this procedure to communicate a timely written decision on a grievance shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

B. An individual employee is at liberty to present, process, and settle a grievance without intervention of the Association or without representation provided such settlement is consistent with the terms of the Agreement; or the employee may be represented by the Association at each step of this procedure. In any event, the Association must receive notice of all grievance hearings and may be represented at all such hearings.

C. At any step of this procedure, time limits may be extended by mutual written agreement of the parties.

D. The fact that an employee files a grievance shall not be recorded in his/her personnel file.

E. If a grievance arises from a claimed violation or misapplication of a provision(s) of the Agreement that affects a group of teachers in more than one (1) school, the written grievance may be initiated at Level Two of this grievance procedure.

ARTICLE III - EMPLOYMENT PRACTICES

3.01 Principal/Grade Division Ratio

The Board of Education will comply with the minimum state standards as prescribed by the Ohio Administrative Code.

3.02 Secretary/Building Ratio

A minimum of one (1) full-time secretary will be employed for each general division of the school district. A general division shall be defined as a group of teachers assigned to a Principal and/or an identified building (e.g., each elementary building, middle school/junior high, and high school). The number of secretaries employed will be based on the higher number of divisions (number of Principals or number of buildings).

3.03 Lunch Duties

A. Elementary

Elementary teachers shall be relieved of cafeteria and all playground duties. If substitutes cannot be found for persons normally performing cafeteria and noon playground duties, teachers will be assigned to these duties. No teacher shall be required to collect and/or keep records of student lunch money.

B. Middle/High Schools

In the event certified staff are asked to perform lunch duties, a minimum of two (2) employees shall be assigned to the high school/middle school cafeterias. If fewer than fifty (50) students are scheduled in to a lunch period, then a minimum of one (1) employee shall be assigned.

3.04 Bus Duty

Teachers who volunteer to work bus duty shall be compensated at the rate of three dollars ($3.00) per day. No teacher shall be compelled to work bus duty.

3.05 Classroom Size/Maximum Number of Pupils

A. The maximum number of pupils in any classroom will be thirty (30) pupils. The maximum number of students in a primary classroom (K-3) shall be twenty-five (25). Courses such as middle school and high school Physical Education, Wellness, Choir, Band, and Vocational Ed are exempt from these maximums and shall have reasonable numbers reflecting a concern for safety issues as well as appropriate space. Special needs students will be placed taking into consideration the recommendation of special education teachers. The Board will give special consideration for classroom assistance when the maximum number of students is exceeded. Examples of special assistance can include: assignments/re-assignment of support teachers, re-assignment of students, assigning aides, splitting classes, and

hiring additional teachers and/or substitute teachers. If enrollment exceeds the maximum during the school year, students shall be distributed equitably among classrooms. The Western Reserve Board of Education will meet state standards in regard to class size.

B. Split classes shall be implemented in the Western Reserve Schools only as a last resort measure and only if there is a teacher(s) who volunteers to teach such class. In the event of split classes, the following guidelines will be followed:

1. The number of students in the split class will be capped at twenty (20).

2. Selection of students in the split class will be a joint decision between the teacher(s) and the administrator.

3. Academic records, work habits, and disciplinary records will be considered in the selection of students.

4. Assistance to the classroom teacher will be provided by both county and local administrators.

3.06 <u>Planning Time/Daily Minimum/Emergency Substitution/Scheduling of Classes Between Buildings</u>

A. Each teacher shall have planning time during the day equal to at least forty (40) minutes in addition to a thirty (30) minute lunch. At the elementary building, forty-five (45) minutes beyond the student day shall be scheduled as follows: thirty (30) minutes before and fifteen (15) minutes after the student day. Changes to this schedule can be made with the mutual agreement of the Principal and teacher. This time shall be used at each teacher's discretion for planning and preparation of lessons; conferences with the Principal, county supervisors, and teaching specialists; tutoring students and conferences with students; and other teaching related work.

B. The high school and middle school student day shall not exceed six (6) hours and fifty (50) minutes. The elementary student day shall not exceed six (6) hours and twenty-five (25) minutes.

C. A bargaining unit member shall not be required to substitute and/or teach during his/her conference period(s) or planning time but may volunteer to do so. Bargaining unit members that substitute and/or teach during his/her conference period(s) or planning time at the request of the Building Principal shall be paid twenty-five dollars ($25.00) per period. A bargaining unit member shall not be required to supervise for other absent teachers. Teachers who volunteer to substitute/supervise students in addition to those regularly assigned shall receive no additional compensation; however, teachers may not be coerced or required to substitute/supervise additional students.

D. For those teachers who, as part of their regular assigned duties, are required to travel between buildings to teach their respective classes, every effort will be made by the administration to schedule the classes in each building consecutively. In addition, every effort will be made by the administration to schedule these classes at the beginning of the school day.

E. A teacher may be required to report outside of school hours for an ETR, IEP or 504 meeting. In such cases, the District shall pay the teacher twenty-five dollars ($25.00) per hour in 15-minute increments. Unless the team agrees to more meetings, there will be no more than two (2) meetings before school and no more than two (2) meetings after school on the same day. The Superintendent and Association President shall meet in May 2026 to discuss whether to maintain this provision. If either party desires to end this Section, this Section 3.06 (E) shall automatically sunset at the end of the 2025-26 school year.

3.07 Educational Service Personnel

The Board of Education will meet educational service personnel requirements and state minimum standards.

3.08 Teacher Workday

A. The teacher workday shall be seven (7) hours and fifteen (15) minutes in length inclusive of lunch and conference period. The start of the teacher day will be 8:30 a.m. at the elementary buildings and 7:20 a.m. at the middle school and high school.

B. Teachers may be required to attend one (1) monthly building meeting for a maximum of sixty (60) minutes beyond the student day.

C. It is the expectation that affected teachers will attend Open House and/or evening programs appropriate to grade level/course of study unless notice is given five (5) calendar days in advance whenever possible. If five (5) days' notice is not possible, notice must be given as soon as the teacher has knowledge that he/she will be unable to attend. It is the expectation that reasons for not attending such meetings will be legitimate and reasonable.

D. Building Advisory Committee (BAC) meetings for elementary buildings shall be voluntary.

To provide for teacher input into the building level decision-making process, each building will have a Building Advisory Committee which meets with the Principal on a regular basis. The purpose of the Committee will be to provide the Principal with staff input prior to the finalizing of decisions which could have significant impact upon overall building operations, to provide a forum to discuss bargaining unit members' concerns in the building, and to develop constructive resolutions to problems. The members of the Committee will meet on mutually agreed dates and times.

3.09 Contract Year

A. The teachers' school year shall consist of a maximum of one hundred eighty-four (184) days therein on which teacher attendance is required. As is tradition, the first day of the one hundred eighty-four (184) day work year will be set for new teacher orientation or other required county meetings. The first and last days of the school year shall be designated as teacher workdays unless mutually agreed upon otherwise.

B. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays.

C. The Association shall be furnished a proposed school calendar at least four (4) weeks in advance of adoption of the calendar by the Board. At least two (2) weeks in advance of adoption of the calendar, representatives of the Association shall meet for the calendar. The proposed and adopted school calendar shall include the sequence of days to be designated as "make-up days", if such days are required by law. In the development of the school calendar, the administration shall give consideration to the concept of work weeks consisting of three (3) student days or more. The adoption of a school calendar shall rest solely with the Board of Education.

D. Calamity Days

1. Wind chill days shall not be calamity days for staff. Teachers shall report to work on the 2-hour delay schedule on days school is cancelled due to wind chill.

2. Teachers will not report for the first five (5) calamity days and those days shall not be made up by adding in-person learning days to the end of the school year.

3. Teachers shall report on the 2-hour delay scheduled on Calamity Days 6-8, unless the Superintendent waives the requirement to report. Teachers shall provide blizzard bag assignments to students for these days.

4. Any calamity days beyond eight (8) shall be made up by adding in-person learning days to the end of the school year.

3.10 Reduction In Force

If the Board determines it necessary to reduce the number of bargaining unit positions under ORC 3319.17 or for financial reasons, the following procedures shall apply:

A. Prior to proceeding with an anticipated staff reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction not less than four (4) months prior to the date the Superintendent is recommending a reduction to the Board of Education for action. A meeting shall

be held between the President of the Association and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction.

Within ten (10) days of the meeting, the Superintendent shall provide the Association with a RIF list of potentially affected positions/employees which shall be based on certificate/license, OTES 2.0 final summative rating, and seniority.

B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

2. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority.

3. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this District.

   a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.

   b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

      - the date of the Board meeting at which the teacher was hired, and then by
      - the date the teacher signed his/her initial employment contract in the District, and then;
      - any remaining ties will be broken by lot.

4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification. Any such election must be made at the time the teacher is notified he/she will be affected.

5. An employee whose contract is to be suspended due to a RIF shall be given thirty (30) days' advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Employer's action to implement the RIF.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to eighteen (18) months from the date of the contract suspension. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.

2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the District office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

5. Every possible effort will be made to recall all properly certificated employees as positions become available within eighteen (18) months.

6. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Employer prior to recall.

7. The right to priority status on the substitute list, upon request. Names from such requests will then be communicated to the Board staffing service.

D. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This Article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

3.11 Transfers, Assignments, and Vacancies

A. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances not later than May 1, provided that in the event of a change in circumstances or conditions during the months of May through August (e.g., registration) such assignments may be changed as required to meet the situation.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

C. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred. As soon as practicable and under normal circumstances not later than one (1) week prior to the close of the school year, the office of the Superintendent shall make available to each teacher who has filed such a statement, upon request, system wide data showing the names of persons who have been reassigned or transferred and the nature of such reassignment or transfer.

D. In the determination of assignments and transfers, every effort will be made to avoid teachers being transferred two (2) years in a row and over a span that exceeds four (4) grade levels. The convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or the transfer. In the event that a teacher objects to the assignment or transfer at this meeting, the Western Reserve Education Association will, upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the assignment or transfer.

E. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

F. Teacher assignments and transfer shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

G. The Superintendent shall notify all staff of any teaching openings that occur so that employees shall be first considered for said position(s) prior to hiring new personnel. Posting notices must be made to members of the bargaining unit prior to vacancies being advertised elsewhere.

Prior to the end of each school year, teachers shall verify that the Treasurer's office has a complete list of all certification areas held by the teacher.

Posting notices shall include job qualifications and the deadline for filing which shall be at least ten (10) calendar days from the date of posting, except between July 15 and the first day of the new school year.

H. When a vacancy has been posted and when a current bargaining unit employee applies for the vacancy, the employee shall be granted an interview for the position in question provided he/she is certified for the opening. He/she will be notified in writing within reasonable time if the request to fill the vacant position has been approved or denied.

I. Vacancy

1. Definition

A vacancy shall be defined as any position in the bargaining unit which the Board determines to fill resulting from an employee's leaving employment as a result of a termination, resignation, or death; non-renewal for just cause; transfer or assignment to another bargaining unit position; assuming a non-bargaining unit position; and/or the creation of a new bargaining unit position.

This provision shall not apply to position(s) where the teacher(s) is on a leave of absence. The date the Board takes official action to create such a vacancy shall be considered the official date of the vacancy. In the case of a teacher's death, the first Board meeting thereafter shall be considered the date of the vacancy.

2. Posting of a Vacancy Notice

a. The vacancy notice shall be posted within ten (10) workdays of the occurrence of the vacancy.

b. The vacancy notice shall be posted electronically and openly on all employee bulletin boards, and a hard copy sent to the Association President.

c. The vacancy notice shall include the position title, qualifications, licensing, and/or certification requirements; description of the position's duties; title of immediate supervisor; location where work is to be performed; date of initial posting; and last date to apply for the position.

d. The posting shall be for ten (10) workdays.

e. The Superintendent shall notify all staff of any administrative openings.

J. Seniority

1. Seniority Defined

Seniority shall mean the length of continuous employment with the Western Reserve Schools in a bargaining unit position as follows:

a. Seniority shall accrue for all time a staff member is on active pay status or is receiving Workers' Compensation benefits or has their contract suspended while on layoff status, as per Reduction in Staff of this Agreement.

b. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

c. No staff member shall accrue more than one (1) year of seniority in any one (1) work year.

d. A staff member teaching under temporary certification and rehired for a succeeding year shall maintain seniority rights for all years of teaching in the District under the temporary certificate.

2. Equal Seniority

A tie in seniority shall occur when two (2) or more staff members in the same classification or area of certification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior staff member.

a. The staff member with the first day worked for the Board on the regular school calendar, if determinable; then

b. The staff member with the earliest date of hire by the Board; then

c. The staff member whose most recent application was filed earliest, if applications are available; then

d. By lottery, the staff member whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated WREA representatives.

3. Loss of Seniority

Seniority shall be lost when a staff member retires or resigns, is terminated, is non-renewed, or is otherwise removed from the recall list.

4. Seniority List

A seniority list shall be prepared by the Superintendent, Treasurer and two (2) representatives appointed by the Association. The list shall be posted annually by December 1 of each year. The Board shall be responsible for posting the list electronically and openly on all employee bulletin boards and a hard copy sent to the Association President at least five (5) days before the date of posting.

a. In each area of licensure/certification each list will be divided according to licensure/certification. The names of staff members on the seniority list shall appear in seniority rank order divided into each area of licensure/certification and contract status. The name of the most senior staff member shall appear at the top of the listing and the name of the least senior staff member shall appear at the bottom of the listing.

b. The names of all part-time staff members shall appear on the seniority list but shall be listed separately from the names of full-time staff members.

5. Correction of Inaccuracies

Each staff member shall have a period of thirty (30) days after the posting of the seniority lists in which to advise the Board or its agent(s) and the WREA, in writing, of any inaccuracies which affect the staff member's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority lists immediately. No protest shall be considered after thirty (30) days of the posting of the seniority lists and the lists shall be considered as final under the next posting, for the purpose of protesting inaccuracies.

3.12 Non-renewal of Contracts

A. Non-renewal of Probationary Teachers

1. Limited contract teachers who have been employed for three (3) or fewer years ("Probationary Teachers") shall be notified in writing by the Superintendent by May 1 if they will not be recommended to the Board for rehiring for the next school year. Probationary Teachers must notify the Superintendent prior to May 10 if they wish to meet with the Board prior to the Board's action on their contract.

2. If the Probationary Teacher requests a hearing, the Board must grant this request and schedule the meeting for prior to the Board's action on the Probationary Teacher's contract. Probationary Teachers may have representation of their choosing at such a hearing.

3. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than June 1.

4. For teachers in Year 1 of District employment, this nonrenewal procedure supersedes all provisions of ORC 3319.11, ORC 3319.111, and ORC 3319.112 and related statutes, and such teacher(s) shall have no right to challenge said non-renewal pursuant to ORC 3319.11, or in any other legal forum, including the grievance procedure, or in any administrative procedure under law. For teachers in Years 2 and 3 of District employment, ORC 3319.11, ORC 3319.111, and ORC 3319.112 shall apply, but teachers may still be non-renewed without cause.

5. This Section 3.12(A) shall only apply to teachers who begin District employment for the 2025-26 school year or later.

B. Non-renewal of Non-Probationary Limited Contract Teachers

1. For teachers who are exempt from Section 3.12 (A) or have taught in the District longer than three (3) years, Administration shall provide written reasons for non-renewal of a teacher's contract. Such written reasons shall state why said Principal or Superintendent intends to recommend the teacher's contract not be renewed. Recommendation for non-renewal shall be for cause.

2. The Superintendent or his/her designee shall discuss the reason(s) for a recommendation for non-renewal with the teacher prior to official action of the Board of Education not to renew a limited contract. At the meeting where such discussions are held, the teacher shall have the right to have the Association representative of his/her choice present. The Superintendent shall have the right to have a representative of his/her choice present.

3. If after the conference the Superintendent recommends non-renewal, the teacher shall have the right to request a hearing before the Board of Education. The Board of Education shall grant the teacher a hearing in executive session.

4. The hearing shall be arranged upon the written request of the teacher within five (5) calendar days of such request and shall take place within ten (10) calendar days after the Board of Education receives such request. The teacher involved in such a hearing before the Board of Education shall have the right to have the Association representative and OEA representative at said hearing if he/she so desires. No more than five (5) people may address the Board on the teacher's behalf at the executive session, but the Board may also allow additional witnesses, if needed.

5. The hearing shall be private.

6. Within five (5) calendar days after the hearing with the Board of Education, the teacher will be apprised of his/her status.

C. Failure to observe the provisions of this Agreement shall deem such teacher to be re-employed for the succeeding year.

3.13 Teacher Evaluation System

Western Reserve utilizes the full OTES 2.0 model for evaluation during the term of this Agreement.

The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

A. Teacher Performance on Standards

To assess Teacher Performance on Standards, Western Reserve Administrators will use evidence gathered through the appropriate evaluation cycle as set forth in Section 3.13(A)(1)-(2). The OhioES system and forms will be used to provide the teacher with a rating of Accomplished, Skilled, Developing, or Ineffective.

1. A Full Formal Evaluation Cycle Includes one (1) Professional growth/improvement plan, one (1) formal holistic observation that includes a pre- and post-conference, at least two (2) Classroom walkthroughs, one (1) formal focused observation that includes pre- and post-conferences, Final summative conference. In the year a teacher's limited contract expires, the Administration may do one (1) additional formal observation.

2. An Informal Evaluation Cycle: Includes one (1) professional growth/improvement plan, one (1) observation, Classroom walkthroughs, encouraged but not required, one (1) conference with discussion of progress on professional growth plan.

3. Pre-Conference and Post-Conference:

Face-to-face pre-conferences will be held with individual teachers within three (3) workdays of the first observation. These pre-conferences will allow the evaluator and the teacher to discuss what the evaluator will observe during the classroom visitation. Important information will be shared about the characteristics of the learners and the learning environment which may be evidenced by a portfolio created by the teacher supporting rubric criteria.

Specific information is also shared about the objectives of the lesson and the assessment of student learning. The conference will provide the teacher an opportunity to identify areas in which he/she would like focused feedback from the evaluator.

After each observation, a face-to-face post-conference will be held with the teacher within five (5) school days. While the OTES 2.0 observation is used to evaluate a teacher's instruction, it is also used to provide a basis for support that teachers receive for professional growth. The purpose of the post-conference is to provide teachers opportunities to self-reflect on their lessons with the guidance and support of their evaluator.

4. Walkthroughs:

A walkthrough is defined by a visit of less than twenty (20) minutes. At least two (2) walkthroughs utilizing the OhioES forms will be conducted by the evaluator of each classroom teacher going through formal evaluations and are intended to establish a supportive connection between the evaluator and the teacher and monitor the teacher's progress on targeted areas of instruction. These visits also are a tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits. Teachers will be provided written feedback on evaluator walkthroughs within two (2) workdays and will have the opportunity to write a response if they choose to do so within twenty-four (24) hours on the OhioES form.

5. Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher's professional growth and development. An observation consists of a visitation of a class period or the viewing of a complete class lesson. The observation should be conducted for an entire class period, lesson, or a minimum of thirty (30) minutes. During the classroom observation the evaluator documents specific information related to teaching and learning. Each evaluation will be analyzed by the evaluator using the Teacher Performance Evaluation Rubric. A narrative will then be completed by the evaluator to document each observation and will be reviewed during the post conference. Teachers will have the opportunity to write a response if they choose to do so within five (5) days on the OhioES form.

6. A Holistic Teacher Rating:

After completing observations, walkthroughs, and pre and post conferences with the teacher, the evaluator will use the evidence collected to rate the teacher's performance on standards using the OhioES forms.

B. High Quality Student Data (HQSD)

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

2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

3. No Evaluation Factor shall be impacted by student performance on a test or tests.

C. Evaluation Cycle

1. The Board of Education may elect to evaluate a teacher receiving a rating of Accomplished every three (3) years unless it is determined, in writing, through a trend of evidence provided by the evaluator that more frequent evaluations are necessary.

2. The Board of Education may elect to evaluate a teacher receiving a rating of Skilled every two (2) years unless it is determined, in writing, through a trend of evidence provided by the evaluator that more frequent evaluations are necessary.

3. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of Accomplished or Skilled, a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

4. TEACHERS ON LEAVE OR RETIRING: A Board of Education may elect not to conduct an evaluation of a teacher who: 1) was on leave for fifty percent (50%) or more of the school year; or 2) has submitted notice of retirement on or before December 1 of the school year or 3) is in the last year of RESA.

D. Improvement Plan

Written improvement plans shall be developed in the circumstances when an educator has a final summative rating of Ineffective. Written improvement plans may be developed in circumstances when an educator has a final summative

rating of Developing. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan. When an improvement plan is initiated by an administrator, it is the responsibility of the administrator to:

Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession; Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies; Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available; Determine additional education or professional development needed to improve in the identified area(s); and Gather evidence of progress or lack of progress.

A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the Professional Growth Plan may resume. If the teacher's performance continues to remain at a Developing or Ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

E. Evaluations Specifics

1. Western Reserve Teacher Evaluations will follow the Ohio Teacher Evaluation System (OTES 2.0).

2. All evaluation procedures will be conducted by District Administrators. Building principals shall conduct all full-cycle evaluations. District-level administrators may conduct informal cycle evaluations. OhioES forms will be utilized for evaluations.

3. School Counselors will be evaluated using the current form approved by WREA and WRBOE (Appendixed) and will follow the OTES 2.0 timeline.

4. This Article shall supersede the procedures for evaluations set forth in ORC 3319.111

5. The OTES Teacher Evaluation Committee will reconvene as necessary to address legislative changes that supersede this Agreement or for other reasons found necessary by committee members.

6. A committee representing each building will evaluate instruments for the purpose of gathering HQSD.

7. Exceptions to conferences and timelines may vary if mutually agreed upon in writing by administration and member.

8. Evaluations for the purpose of contract renewal shall follow the OTES 2.0 evaluation cycle if mutually agreed upon by the administration and member.

3.14 Smoke and Drug-Free Environment

Members of the bargaining unit represented by the Western Reserve Education Association shall be guaranteed a smoke-free environment. This shall mean that no member of the bargaining unit will be permitted to smoke in any school building during his/her workday.

"The Board and the Association are committed to the national goal of a drug-free workplace."

3.15 Policies and Procedures

Whereas the Board Policy Book is now available to all district personnel on-line, the District will no longer provide hard copies of the book to the WREA President and/or staff. The website will be posted in each building.

3.16 Sequence of Contracts

The sequence of contracts for individual teachers shall be as follows:

One (1) to five (5) years in the District – one-year contracts
After five (5) or more years in the District -- two-year contracts.

3.17 Workload

The administration will continue to make an effort to work toward equity in terms of the number of preps, number of classes taught, and the number of duties.

There shall be an after-school detention room at the high school/middle school. After school detention duty will be compensated in accordance with the supplemental salary schedule.

3.18 Personnel Files

A. A personnel file for each employee shall be maintained by the Board. This shall be the only official file.

B. An employee and/or his/her representative, with written permission, shall be permitted to inspect all information in the personnel file. The review of any file shall, at the discretion of the Superintendent, be in the presence of the Superintendent or his/her designee. Upon reasonable request, the employee shall be furnished copies of information contained in the file.

C. If an employee disputes the accuracy, relevance, timeliness, or completeness of information maintained by the Board, he/she may request that the Superintendent investigate the current status of the information and within reasonable time the Superintendent will conduct an investigation to determine if the disputed information complies with the provisions of law.

D. Any material to be placed in the employee's file shall be shown to the employee and a copy shall be provided. The employee shall be afforded the opportunity to sign such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question.

E. Anonymous letters or information shall not be placed in an employee's file, nor shall any record be made of same.

F. Custodians of the personnel records are obliged to follow the Ohio law as it pertains to the release of public records.

G. An employee shall be notified as soon as possible of any request(s) made pursuant to Ohio law to view the contents of the employee's personnel file. An individual requesting to see an employee's file shall not be granted access to the file for a reasonable period of time. During this period of time, the employee may review his/her file and exercise any and all rights as outlined above.

3.19 Health and Safety Concerns

A. Hepatitis B shots shall be offered at Board expense to bargaining unit members in the following at-risk positions: vocational agriculture, industrial arts, life sciences, physical education, science, and coaching. In addition, at least four (4) other bargaining unit members will be offered the shots per school year. Interested bargaining unit members should notify the Superintendent. Hepatitis B shots shall be offered through the county health department.

B. Every classroom shall be equipped with disposable gloves.

C. When training for administering medication to students is provided to the aides in the District, such training shall be offered to all certificated staff as well, on a voluntary basis.

3.20 Long Distance Learning

A. The purpose of the Huron County Fiber Optics Long Distance Learning (LDL) Program is to supplement and enhance the curriculum and to provide additional educational opportunities for children attending the Western Reserve School District.

B. Bargaining unit positions shall not be reduced solely due to the District's participation in LDL.

C. All LDL assignments will be posted according to Section 3.11, Transfers, Assignments, and Vacancies, of the Collective Bargaining Agreement.

D. The evaluation of Western Reserve teachers of LDL courses shall be in accordance with Section 3.13, Teacher Evaluation System, of the Collective Bargaining Agreement. All evaluations/observations shall require the physical presence of the evaluator. Observations shall not be conducted by electronic means without prior notice.

E. A committee will be formed consisting of four (4) Association members and four (4) Board/management members, to monitor online yearly school progress, workload, and compensation. This committee will make recommendations.

3.21 Resident Educator Program

A. Purpose

The mentoring program will provide Western Reserve School District's new teachers with coaching, mentoring, and guidance that are critical to improving their skills, knowledge, and student achievement. This program includes:

1. A program of support provided by the school district to meet the unique needs of an individual in their first year of teaching in the Western Reserve Local School District.

2. A four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

3. The mentoring program will be administered and funded by Western Reserve Local School District.

B. Definitions

1. Resident Educator (RE): A resident educator is a teacher employed under a resident educator license.

2. New to District Teacher (NTDT): A new to district teacher is a newly hired teacher with any licensure or certification other than a resident educator license.

3. RE Mentor: A RE mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

4. NTDT Mentor: A NTDT mentor is a teacher assigned to a NTDT to provide professional and environmental support during the teacher's first year at Western Reserve Local Schools.

5. Formative Assessment: Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Description of Mentoring Program

The Western Reserve Local Schools mentoring program will consist of the following components:

1. Superintendent

2. Lead Mentor

3. RE Mentor Teachers

4. NTDT Mentor Teachers

5. Mentor Review Committee (Building Principals and Lead Mentor)

D. Superintendent

The Superintendent will be responsible for registering Resident Educators into CORE and input end of year program reports in CORE.

E. Lead Mentor

The following are the responsibilities of the lead mentor:

1. Demonstrate commitment to the professional growth of the District's new teachers.

2. Oversee and monitor the District mentoring program.

3. Serve as a District resource person.

4. Assist Mentor Review Committee in pairing mentors with new teachers.

5. Plan mentor and new teacher orientation programs, professional development sessions, and evaluation of the District mentoring program.

6. Participate in professional development programs and activities planned by the local school district and ODE.

7. Compile an annual District mentor list.

8. Document the amount of time spent on lead mentor meetings and activities, and collect documentation from mentors (monthly checklists, observation forms, etc.).

9. Coordinate scheduling of observation and pre- and post-conference times with mentor teachers and Building Principals.

The following are the criteria for selection of the lead mentor:

1. Minimum of five (5) consecutive years of teaching experience in the Western Reserve Local School District.

2. Completion of state mentor training programs.

3. Experience in mentoring one (1) or more Western Reserve teachers.

4. Continued commitment to the District's mentoring program.

The following are the compensation and release times for lead mentor:

1. The lead mentor shall be granted a limited supplemental contract and be compensated in accordance with the supplemental salary schedule.

2. The lead mentor will collect all forms.

3. Requested release time will be granted upon approval by the Superintendent, and coverage provided by the administration to complete the duties of the lead mentor position.

4. Compensation for the lead mentor shall be in addition to that earned as a mentor.

F. Resident Educator Mentors

The following are the responsibilities of mentors of Resident Educators:

1. The RE mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.

2. The RE mentor will consult with and otherwise assist the assigned resident educator teacher on a regular basis within the instructional day.

3. The RE mentor will attend regional mentor network meetings.

4. The RE mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

5. During the RE's first year of teaching, the mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal-setting agreement) and protocols to support the resident educator.

6. During the RE's second year of teaching, the mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal-setting agreement) and protocols to support the resident educator.

7. During the RE's third year of teaching, the mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Professional reflection tool, goal-setting agreement) and protocols to support the resident educator or the RE can take the RESA.

8. During the RE's fourth year of teaching – will take the RESA unless another year is needed, determined by District.

9. Provide documentation to the lead mentor of mentor activities.

The following are the criteria for selection of Resident Educator mentor teachers:

1. The RE mentor teacher must have continuing contract status and have a minimum of five (5) consecutive years of teaching experience in the District.

2. The RE mentor must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

3. The RE mentor must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/license.

4. The RE mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

The following is the compensation and release time for Resident Educator mentor teachers:

1. RE mentors shall be issued a limited supplemental contract and be compensated in accordance with the supplemental salary schedule.

2. The RE mentor will complete all forms.

3. As mandated by Ohio Resident program requirements, each resident educator mentor will be provided one (1) hour/week release time for collaboration with the RE. (Release time may be used weekly or monthly and will be coordinated with the Building Principal.)

4. The District will pay all training fees required for RE mentors to receive the mandatory ODE state mentor training.

G. NTDT Mentors

The following are the responsibilities of mentors of NTDTs:

1. Meet weekly/monthly to enhance the professional growth of the NTDT.

2. Provide support to help the NTDT produce effective lessons (preparation, delivery, reflection).

3. Provide other interventions, as needed, to assist in the strengthening of the NTDT's skills and improvement of the NTDT's instruction and efficiency.

4. Participate with the NTDT in professional development programs and activities planned by the local school district.

5. Observe the NTDT at least one (1) time during the school year and be observed by the NTDT at least one (1) time during the school year.

6. Provide documentation to the lead mentor of mentor activities.

The following are the criteria for selection of New to the District mentor teachers:

1. The NTDT mentor must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.

2. The NTDT mentor must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/license.

3. The NTDT mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

The following is the compensation and release time for New to the District mentor teachers:

1. NTDT mentors shall be issued a limited supplemental contract and be compensated in accordance with the supplemental salary schedule.

2. The NTDT mentor will complete all forms.

3. NTDT mentors shall be given release time to observe the new teacher one (1) time during the school year, including time to confer with the mentor before and after the observation. The NTDT mentor will also be given release time to be observed by the new teacher one (1) time during the school year, including time to confer with the mentor before and after the observation. Observations and conferences shall be scheduled by the lead mentor in consultation with the Building Principal.

4. The District will pay all training fees if NTDT mentors choose to receive ODE state mentor training.

H. Mentor Review Committee

1. Responsibilities will include collaboration in the selection and assignment of mentors; address/solve mentor/new teacher concerns, issues, and problems; and comply with ODE and statutory requirements.

2. The Mentor Review Committee will consist of a Building Principal (applicable to the level of mentor needed), the District lead mentor, a representative of WREA (appointed by the Association) and if possible, the Superintendent.

3. The Committee chairperson shall be the lead mentor.

4. The Committee will make application forms for mentor teacher positions available to all bargaining unit members.

5. All members shall attend Mentor Review Committee meetings (including summer meetings) and will be given release up to three (3) times during the school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.

6. The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions, and recommendations to the extent permitted by law.

7. Mentor teachers and new teachers may meet as a group with the Mentor Review Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May.

I. Resident Educator Program Guidelines

1. Each resident educator will attend an initial orientation that includes information about District pupils and community; school policies, procedures, and routines; courses of study, competency-based education programs, and lesson plans; District buildings; schedule of the District mentor program; and any additional information necessary to prepare for the teaching assignment.

2. Each resident educator shall meet with mentor to complete all Ohio Resident Program requirements.

3. As mandated by Ohio Resident Program requirements, each resident educator will be provided one (1) hour/week release time for collaboration with mentor. (Release time may be used weekly or monthly and will be coordinated with the Building Principal.)

4. The resident educator is not required to complete an IPDP or to utilize the LPDC process.

5. An effort will be made by the administration to assign an equitable workload/schedule to a resident educator.

J. New to the District Program Guidelines

1. NTDTs shall participate with their mentors in professional development programs and activities planned by the local school district.

2. NTDTs shall be given release time to observe the mentor teacher one (1) time during the school year, including time to confer with the mentor before and after the observation. The NTDT will also be given release time to be observed by the mentor teacher one (1) time during the school year, including time to confer with the mentor before and after the observation.

   Observations and conferences shall be scheduled by the lead mentor in consultation with the Building Principal.

K. Protections

1. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that resident educator's evaluation.

2. No resident educator shall be required to maintain in a resident educator program after advancing to a professional educator license.

3. In the event that the District does not comply with the resident educator program, the bargaining unit member who is participating in the program

shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

4. Mentor teachers shall not participate in the evaluation of any resident educator.

5. Mentor teachers shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

6. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/resident education discussions.

7. All interaction, written or oral, between mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.

8. It is recommended that no mentor be assigned more than one (1) RE or NTDT at a time during a school year. However, if a mentor is assigned more than one (1) RE and/or NTDT, the mentor will be paid for each RE and NTDT they are assigned according to the terms of this Agreement. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated.

9. At any time, either the mentor teacher or the new teacher may exercise the option to have a new mentor assigned. The mentor and the resident educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. If a new mentor is assigned to an RE or NTDT, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

10. All members of the Committee, mentor teachers, and resident educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

11. Mentor teachers shall communicate directly with the resident educators and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor, or other teacher.

12. No mentor teacher shall participate in any informal or formal evaluation of a resident educator or make (or be requested or directed to make) any recommendation regarding the continued employment of a resident educator.

13. The regular evaluation of the mentor teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

14. Resident educators shall be provided all due process provisions allowed by the Master Agreement and ORC.

15. Resident educators will be placed on the appropriate step and column of the negotiated salary schedule.

    Note: This program shall not replace the negotiated employee evaluation system.

3.22 Local Professional Development Committee

A Local Professional Development Committee shall be formed pursuant to Ohio Revised Code 3319.22.

A. Committee Composition

The committee shall consist of four (4) teachers, with a minimum of one (1) teacher per building, selected by the Association, and one (1) individual selected by the Superintendent. In the event of a vacancy, the party making the original appointment shall select a replacement.

B. Terms of Office

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one-half (1/2) of the terms expire annually. One-half (1/2) of the initial appointments shall be for a three (3) year term to enable such staggering of terms. The chair of the committee stays in that position until a replacement is determined, unless unable to do so for personal reasons.

C. Committee Operation

The committee chairperson shall be selected by a majority vote of the committee members. The committee chair and the recorder shall be the official designees whose signatures shall designate approval and completion of an Individual's Professional Development Plan (IPDP).

Decisions shall be made by a majority vote of the committee members present and voting. An administrator may request an administrative majority to review his/her IPDP.

The LPDC shall have the authority to establish its operational rules, in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the Collective Bargaining Agreement or an individual's employment contract.

D. Meeting Schedule and Compensation

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

Teacher committee members shall be paid twenty dollars ($20.00) per hour, up to six hundred dollars ($600.00) each, for committee work performed outside the regular workday or work year.

E. Huron County Professional Development Advisory Committee

A teacher member shall be appointed annually by the LPDC to serve on the Huron County Professional Development Advisory Committee. This Advisory Committee shall act as the body to which a teacher may appeal the LPDC's decisions regarding the teacher's IPDP, based upon the rules established by the LPDC. In cooperation with Huron County ESC staff, the Advisory Committee shall process all necessary paperwork to the Ohio Department of Education as required for renewal of certificates/licenses.

3.23 Student Discipline and Professional Staff Member Protection

A. A professional staff member may remove a pupil from class to the charge of the Principal when the seriousness of the offense, persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom a serious threat to instruction and/or well being of other persons.

In such cases the professional staff member shall furnish the Principal in writing as promptly as his/her teaching obligations will permit, full particulars of the incident(s) including any previous action taken by the professional staff member to correct the disciplinary problem and his/her recommendation for the reentry of the pupil into the classroom. When a professional staff member refers a student to any administrator for violation of the building's student code of conduct, that administrator, upon request of the professional staff member, shall report to the professional staff member in a timely fashion the action taken including information about any special circumstances.

Employees shall have a reasonable expectation that Board policy dealing with student threats and violence shall be immediately enforced.

B. The Board shall follow state and federal law and Board policy regarding student discipline. When an employee is no longer able to manage a student discipline problem in the normal course of their duties, the problem may be referred to a member of the administrative team. In making such a referral, the employee shall submit in writing the reason(s) for the referral. When a bargaining unit member refers a student for discipline, the Administration will initiate action on the referral within three (3) school days after the referral. Additionally, the bargaining unit member will be notified of the ultimate disciplinary outcome within two (2) school days after the completion of the disciplinary process.

C. Employees are encouraged to make referrals to building principals or administrators when employees are aware students have violated the Student Code of Conduct. Referrals should be directed to building administrators at the appropriate building via the behavior reporting system.

D. The building principal or appropriate administrator will investigate student disciplinary referrals consistent with Board policies.

1. Any case of assault (as defined in R.C. 3319.143) on a bargaining unit member shall be promptly reported to the building principal or direct supervisor. Following any such report, the student and assaulted bargaining unit member will be separated pending an investigation by administration. The bargaining unit member and student will not be returned to the same environment until the employee, Association designee and the administrator have discussed the incident. This joint conversation should happen within forty-eight (48) hours or two (2) workdays of an incident, or, in any event, prior to the student's and bargaining unit member's return to the shared environment.

2. If a student makes a serious threat against a bargaining unit member and the member reports the issue to Administration, the Administrator will meet with the bargaining unit member and an Association representative to determine appropriate supportive measures for the member.

E. Employees must comply with all applicable laws and Board policies regarding the use of physical intervention and restraint in the performance of their duties. CPI training will be offered to all bargaining unit members designated as part of the District's response team(s) at the intervals required by the training/certification. Administrators or individual teachers may request additional staff members attend training depending on student need.

3.24 Employee Discipline

A. Steps for Employee Discipline

It is important to all parties that employees perform as expected and that an employee discipline plan be clear and consistent. The steps of employee discipline are:

Oral reprimand
Written reprimand
Suspension

Nothing herein shall preclude the administration from issuing more than one (1) oral or written reprimand. Based upon the severity of the situation, disciplinary action may warrant deviation from the above procedural order.

B. Areas of Discipline

The administration may take progressive disciplinary action against any teacher for improper conduct related to professional duties as an employee of the Western Reserve Local.

C. Definition of Due Process

Due process for suspension without pay shall include:

1. Written notice of the nature of the offense;

2. Opportunity for the member of the bargaining unit to have a conference with the Building Principal;

3. Opportunity for a hearing before the Superintendent;

4. Right of representation at such hearing by an individual of his or her choice;

5. Written disposition by the Superintendent within five (5) workdays of the date of the conference;

6. Written appeal to meet with the Board by the bargaining unit member within seven (7) days of the written disposition by the Superintendent; and

7. Meeting with the Board within thirty (30) days of written appeal. The Board shall have the authority to modify or vacate the Superintendent's disposition. All disciplinary conferences related to suspensions without pay shall be in executive session. Suspension with pay or temporary reassignment pending disciplinary action are not subject to the above conditions. Except in extenuating circumstances, suspensions shall not become effective until after any appeals (up to and including appeals to the Board) have been exhausted.

D. Files

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

E. Oral Reprimand Procedure

Review of request, rule, order, or regulation will be made which is the basis for the disciplinary action.

The action or failure on the employee's behalf to comply with (1) above will be stated.

It will be stated that an oral reprimand or warning is being issued.

The expectation of the employee will be emphasized.

Help will be offered.

It will be understood that failure to comply will warrant further disciplinary action.

A written note or anecdotal record will be made of date, time, and action on appropriate form and signed by the employee and administrator.

F. Written Reprimand Procedure

Specific facts, such as date, time and place, witnesses to, and actions of the individual will be stated.

The regulation, rule, conduct, procedure, or order violated or breached will be given.

Previous oral reprimands or warnings will be outlined.

It will be stated that this is a written reprimand.

The employee will be given another opportunity to improve; he/she will be subject to further disciplinary action.

It will be stated that, if the employee does not improve, he/she will be subject to further disciplinary action.

A copy will be given to the individual in person and a copy placed in his/her file.

G. Suspension

A certified member of the bargaining unit may be suspended from his or her duties without pay or benefits for a maximum of six (6) days per school year, upon a determination by the Superintendent that the conduct of the instructor is detrimental to the goals and objective of the Western Reserve School District. No suspension shall be imposed without due process.

H. Reservation of the Right to Terminate

Nothing herein shall preclude the Board of Education from action or institute contract termination proceedings pursuant to 3319.16 and 3319.161 of the Ohio Revised Code when in the sole and exclusive discretion of said Board it is determined that such action is warranted.

3.25 Labor-Management Committee

At the request of the WREA President, the Board and WREA will meet to establish a meeting schedule and operating rules for a Labor-Management Committee (LMC). Such Committee shall be made up of three (3) members selected by the WREA and three (3) members selected by the Board. Topics for discussion shall be mutually agreed upon and discussions shall be non-binding on either party, unless mutually agreed otherwise.

3.26 Release of Personal Information

Under no circumstances shall an administrator release or distribute teacher's personal information, including, but not limited to home address and telephone number, to anyone who is not an employee of the Western Reserve Local School District without the teacher's written permission.

3.27 Open Enrollment

A. Dependents of teachers may open enroll their children in the Western Reserve Local School District regardless of place of residence. Dependents of teachers shall have first priority on the enrollment of their children, subject to the following limitations:

1. The teacher complies with all yearly registration requirements.

2. There is an available "opening" consistent with the established class size for the grade level.

B. Dependents on expulsion from their District of residence will not be considered for "open enrollment." Dependents attending school in the District shall be held to the code of conduct and must demonstrate proper and acceptable conduct.

3.28 Public Pre-school Program

A. The established Public Pre-school Program shall be operated under a grant funded by the Erie-Huron-Ottawa Educational Service Center and teachers employed in said program shall be bargaining unit members of the Association.

B. Teachers employed in the Public Pre-school Program shall have all rights and benefits of the Collective Bargaining Agreement, except that the following subsections shall not be applicable:

1. 3.06 (A), but that planning time will be scheduled as appropriate during the regular work week.

2. 3.06 (B), but that the student day will be scheduled to meet the terms of the funding grant and applicable rules and regulations.

3. 3.08, but that the teacher workday shall be seven (7) hours and fifteen (15) minutes in length inclusive of lunch and conference period. The start and end of each student session shall be scheduled to meet the terms of the funding grant and applicable rules and regulations.

3.29 Re-employment of an STRS Retired Teacher

A. An Association teacher wanting consideration for re-employment in a teaching position after STRS eligibility for retirement shall make a written request to the Superintendent at least ninety (90) calendar days prior to the effective date of retirement. Similarly, situated teachers of other school districts shall apply through the normal application process. The Superintendent shall send to the Association President a copy of the teacher's written request.

B. The decision of the Superintendent or the Board to re-employ or not re-employ the retiring teacher shall be communicated to the retiring teacher within forty-five (45) calendar days of receipt of the written request.

C. The decision of the Superintendent or the Board not to re-employ a retiring teacher shall not be subject to court action and/or the grievance procedure.

D. A bargaining unit position to be filled by a former bargaining unit member who is a re-employed retired teacher shall not be construed as a vacancy and shall not be posted.

E. A re-employed teacher (whether from inside or outside the school district) under this subsection shall not be entitled to any severance beyond what the teacher was paid, when the teacher accepted STRS retirement.

F. A re-employed teacher shall be granted, for salary purposes, service credits at the current educational column at the time the teacher retired with a maximum allowance of ten (10) years of service credit. A retired teacher employed from another school district shall be placed on the salary schedule pursuant to the criteria stated in the Collective Bargaining Agreement.

G. A bargaining unit member re-employed shall be credited with all years of seniority as long as the teacher is re-employed to the same position. Should the re-employed teacher transfer to a different position, the seniority provisions of the Collective Bargaining Agreement shall not apply and the retired bargaining unit member's seniority shall equal the number of years granted for salary purposes. Retired teachers employed from without the school district will be treated for seniority purposes as all newly hired teachers.

H. Subject to ERISA and Ohio law, a retired teacher who is employed will be eligible for Board paid health insurance pursuant to STRS. The Collective Bargaining Agreement shall govern insurance eligibility for all employed retired teachers who work part time. Retired teachers employed under a supplemental contract shall not be eligible for health insurance.

I. The contract of employment for all retired teachers employed shall be a one-year limited contract that shall automatically expire on the date listed on the contract without any further action of the Board of Education. The provisions of ORC Sections 3319.11 and 3319.111 shall not apply to employment, re-employment, and/or non-re-employment of a retired teacher.

J. For purposes of a reduction in force, all employed retired teachers shall list as the least senior member of the bargaining unit in their areas of certification/licensure.

3.30 Preparation of IEP Reports by Special Needs Teachers

Subject to substitute teacher availability, special needs teachers will be given one (1) hour per student, per school year, of paid time for the purpose of preparing IEP reports. The special needs teacher must notify the Principal of the request at least two (2) school days prior to the taking of said time.

ARTICLE IV - LEAVES OF ABSENCE

4.01 Personal Leave

Each employee shall be authorized three (3) days annually for personal use. Personal leave shall be granted upon submission of the personal leave form (see Appendix E), subject to the following conditions:

A. Notification shall be given to the Superintendent five (5) days in advance, unless circumstances make it impossible to comply herewith, in which event the employee shall notify the Superintendent at the earliest possible time. The employee shall be required to make the request in writing, stating the date at five (5) days prior to the requested time off. In case of an emergency, proper forms will be filed by the employee on the first day returning to work. The personal leave form must be completed for any day used. Except for cases of emergencies or unusual circumstances, teachers shall be notified of approval or denial of personal leave within three (3) workdays of submission of requests for personal leave.

B. No more than six (6) bargaining unit members (three [3] bargaining unit members per building) may utilize personal leave on the same day. Subject to the constraints on personal day usage described in this Section, if an employee requests a personal day on a day that three (3) employees in the building have already been approved for personal leave, the employees may confer with one another to determine which three (3) employees will take personal leave on the day in question. Those employees taking personal leave must ensure that the Building Principal is appropriately notified in the event that a change is made.

C. Except in cases of emergency or special family events, no employee shall be granted a personal day during the first two (2) weeks of school, during professional development days, and during the day before or the day after a scheduled holiday.

D. It will be necessary for an employee reporting back from a personal day to complete an absence report, so that the substitute may be paid. Check the personal day box on the absence report.

E. If a member does not use all of the personal leave available to him or her annually, the member may choose one (1) of the following options:

1. The member may elect to be paid for the unused personal day(s) at the rate of one hundred dollars ($100.00) per day;

2. The member may roll all unused personal leave into the member's sick leave for the subsequent year;

3. The member may roll not more than two (2) unused personal days for use in the next school year, with a maximum of five (5) days permitted for accrual per year.

A member who has unused personal leave must notify the Treasurer in writing of his or her election under this paragraph on or before the last school day. If a member fails to notify the Treasurer of his or her election under this paragraph, by default the member's unused personal leave will roll over into the member's sick leave for the subsequent year.

F. Under no circumstance may personal leave be used in lieu of professional leave for athletic events/clinics unless a Western Reserve team is participating.

4.02 <u>Sick Leave</u>

A. Each employee of the Western Reserve Board of Education shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1¼) days per month.

B. All new employees of the Board shall be credited with five (5) days sick leave at the beginning of the school year. Accrual of sick leave shall be at the rate of one and one-fourth (1¼) days per month per year of service. This accrual shall continue until a maximum of two hundred sixty-three (263) days is attained.

For those employees who are employed during the last three (3) years before they retire, a special Individual Sick Leave Account ("ISLA") shall be established which will allow these employees to accumulate a maximum of sixty (60) sick leave days which shall be separate and apart from any other accumulated sick leave provided for in this Agreement (including sick leave as it relates to severance pay, Section 5.09). This ISLA may be used by each individual employee for injuries/illness(es) that may occur during an employee's final two (2) years of employment prior to retirement.

The Board shall be responsible for monitoring each ISLA and for administering the same. Use of days from an ISLA shall be in accordance with any and all other applicable provisions relating to sick leave as provided for in this Agreement.

An employee transferring into the Western Reserve School District shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of one hundred twenty (120) days. The employee shall present the Treasurer with a statement from the fiscal officer of the agency from which he/she transfers. An employee transferring into the Western Reserve School District shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of two hundred sixty-three (263) days.

The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124.38 or ORC 3319.141, shall be placed to his/her credit upon re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.

C. No employee may receive credit for more than fifteen (15) days of sick leave in any one (1) year.

D. The term sick leave as referred to in this Section may be considered as any absence by any employee for the following reasons and conditions:

1. Personal illness

2. Illness in the employee's family

a. Employees may use sick leave upon the approval of the local Superintendent for illness in the employee's immediate family. "Immediate family" shall be interpreted as husband, wife, child, sister, brother, or any other member of the family unit living in the same household no matter what degree of relationship.

b. Three (3) days sick leave will be granted to the employee for illness of parents, in-laws or children living outside the household on approval of the Superintendent.

3. Death of a Relative

Employees shall be allowed to use three (3) days of sick leave, and additional days approved by the local Superintendent, in the event of a death of a parent, child, spouse, sister, brother, parent-in-law, grandparent, grandchild, or anyone who for all practical purposes has held any of the positions enumerated herein.

4. Funeral

An employee shall be allowed to use one (1) day of sick leave, and additional days approved by the local Superintendent, to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, son-in-law, daughter-in-law, friend, or anyone who for all practical purposes has held any of the positions enumerated herein.

5. Exposure to contagious diseases

a. In case of exposure to contagious diseases, which could be communicated to other employees, the approval of a physician must be presented for the entire period of absence.

b. In the case the exposure involved quarantine resulting from the illness of another person, the certificate of the attending physician or public health official shall be presented for the entire period of absence.

6. Personal injury

An employee will not be permitted to return to his or her duties without the permission of the local Superintendent, if the employee is unable to perform his or her duties.

E. Sick Leave Records

1. The local Superintendent shall be responsible for keeping sick leave records and forms.

2. A teacher shall furnish a written signed statement on forms prescribed by the Board to justify the use of sick leave. This form shall be submitted to the Building Principal or Superintendent's office no later than the first day after returning to work.

3. If medical attention is required, the employee's statement shall list the name and address of the attending physician and dates when he was consulted.

F. Falsification of a statement is grounds for suspension or termination of employment under ORC 3319.081 and 3319.16.

G. No sick leave shall be granted or credited to a teacher after retirement or termination of employment.

H. A form will be provided so that a teacher may request from the Superintendent's office the following information:

1. Current accumulated sick leave.

2. Days used this year.

4.03 Professional Leave

A. The Board of Education may grant two (2) days of professional leave at a teacher's request without loss of pay to help keep teachers abreast of new innovations and teaching techniques, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the Western Reserve Local Schools. Such leave shall be granted contingent upon advance approval of the Principal, Superintendent, and the Board of Education.

B. All written requests for the professional leave must be presented first to the Principal and then forwarded to the Superintendent. Requests with estimated costs shall be submitted in a timely manner. Approval shall be conditioned upon content of program, substitute availability, and available budgetary resources. Teachers shall be notified of approval or denial of requested leave within three (3) working days of submission of the request.

C. The Board shall reimburse expenses incurred for approved professional leave, provided the teacher submits receipts and appropriate forms. Teachers shall be reimbursed for registration up to three hundred fifty dollars ($350.00), and up to twenty-five dollars/day ($25.00) for meals including gratuity, up to seventy-five dollars/day ($75.00) for lodging, and mileage at the IRS-approved rate in effect July 1 annually for teachers who attend above mentioned meetings. In addition, should attendance at the requested meeting require air transportation, airfare reimbursement shall be limited to two hundred dollars ($200.00). Note that all of the above reimbursement limitations may be waived upon availability of grant money to fund such requests. When possible, teachers will car pool. Alcoholic beverages shall not be subject to reimbursement.

D. The Board or the administration may request or direct a teacher to attend a professional development activity. Such requests shall be made in writing, and the Board shall reimburse one hundred percent (100%) of the teacher's expenses, not subject to the limits noted in Part C. Such leave shall be in addition to the two (2) days of leave permitted in Part A.

4.04 Parental Leave

A. A teacher shall be granted up to six (6) calendar weeks of parental leave for absence related to adoption of a child, eight (8) calendar weeks parental leave for absence related to vaginal birth of a child, and ten (10) calendar weeks of parental leave of absence related to C-section birth of a child. Sick leave, if available, may be used for this purpose. All parental leave must be taken within the school year as defined in 3.09 (A). All other leave related to the birth/adoption of a child shall be classified as parental leave. The rights of the pregnant employee shall be pursuant to law.

B. A teacher shall be granted an unpaid leave of absence for parental or adoption purposes up to one (1) school year as defined in 3.09 (A). A written request must be made by the employee stating the day the leave will become effective. The request must be made sixty (60) days, if possible, but no later than thirty (30) days, prior to the beginning of the desired leave.

A teacher on an unpaid parental leave of absence shall be entitled to return to duty on the first day of the first semester or the first day of the second semester. Requests for returning to work prior to the start of a semester will be determined on a case-by-case basis. The teacher shall notify the Superintendent at least forty-five (45) calendar days prior to the date of return.

Upon return from an unpaid parental leave, the teacher shall resume the contract status which he/she held prior to such leave. If one hundred twenty (120) days of work has not been established, the teacher will not be entitled to advance a step on the salary schedule at the completion of that school year.

If the teacher desires to continue his/her insurance benefits during the leave of absence (not covered by family medical leave), he/she must pay the full premium

amount through a check to the Treasurer of the school District on a date each month established by the Treasurer.

C. Contract Rights

1. Limited contract teachers shall retain limited contract status upon return from parental leave.

2. Continuing contract teachers shall retain continuing contract status upon return from parental leave.

3. The teacher granted a leave of absence for parental purposes may pay both the school Board's share and the teacher's share of the retirement, upon approval of the STRS, concerning the time on the leave of absence.

4.05 Assault Leave

A teacher who must be absent due to physical disability resulting from an assault on such teacher which occurs in the course of Board employment and/or Board-related activities shall be eligible for assault leave. Full pay status (days not charged to sick leave) under assault leave can be granted up to a maximum of fifteen (15) days beginning with the first day of said absence due to an assault. At the end of the fifteen (15) days the teacher may use sick leave or receive worker's compensation (if eligible) for the period of the physical disability.

Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include but not be limited to the following:

1. Nature of the injury

2. Date and time of occurrence

3. Identification of the individual or individuals causing the assault if known

4. Facts and circumstances surrounding the assault

5. A certification from a licensed physician describing the nature of the injury sustained causing absence. The Board may require, at Board expense, a second opinion to verify that the employee is unable to return to work as a result of an assault. Should conflicting opinions be forthcoming from these two (2) physicians, a third physician's opinion shall be determinative.

6. The assaulted party and the Board agree to cooperate with each other if either decides to pursue legal action against the assaulter or assaulters.

If sick leave becomes exhausted, the teacher may apply for further sick leave. Whether such additional leave is granted shall be determined solely by the Superintendent.

Following such leave employees shall be returned to duty provided their contracts have not expired, they have not resigned, or that they have not become eligible for disability retirement. Such determination shall be made by the Superintendent based on the opinion of the teacher's licensed physician. Falsification of the signed statement to determine eligibility for assault leave benefits or the physician's certificate is grounds for suspension or termination of employment.

4.06 Jury Duty

A. Jury duty leave will be granted any full-time teacher who serves on a jury and provides the school a reasonable notice of his/her summons prior to the commencement of jury duty.

B. The full pay of the employee shall be allowed for such service provided the check received by the teacher for service is endorsed to the Board.

C. This leave will not be deducted from any other type of leave.

D. The request for exemption from jury duty shall rest solely with the teacher, but he/she may not use his/her employment as a reason for exemption without approval by the employer.

4.07 Leave of Absence (Personal Illness, Disability, Educational, and Professional Reasons)

A. Upon the written request of a teacher, the Western Reserve Board of Education may grant a leave of absence for a period of not more than one (1) school year for educational or professional reasons. When such leave is by reason of illness or disability, the Board of Education is required to grant such leave.

B. A request for a semester or a year leave of absence for educational or professional purposes will be limited to one (1) request per a five-year period. A leave for educational or professional reasons will not be granted for less than one (1) semester. A teacher requesting a leave of absence for other work or gainful employment will not be considered. Any request must be filed before July 10 for the up-and-coming school year to be considered by the Board.

C. Any leave of absence covered by this policy and granted by the school Board will be without pay. All health, dental, and life insurance coverage by the school Board will expire the day the leave of absence becomes effective.

If the teacher desires to continue health insurance benefits during the leave of absence, he/she must pay the full premium amount through a check to the Treasurer of the school District on a date each month established by the Treasurer.

D. When returning from a leave of absence covered by this policy, a teacher resumes the contract status held prior to the leave. A teacher returning is entitled to return to his or her former teaching position unless the teacher has been properly reassigned to another position by the Superintendent. A teacher on a leave of absence may not

return to assigned duty prior to the duration of the leave. Contract status must be resumed at the beginning of a school semester or the beginning of the school year and failure to return to active service at the expiration of a leave of absence shall be considered a violation of the contract and shall terminate the teacher's employment with the Western Reserve School System.

A teacher on a leave of absence must declare to the Superintendent in writing by December 1 (first semester) or by April 1 (year leave of absence) of his or her intention of returning to the school system for the next semester or school year.

Requests for returning to work prior to the start of a semester will be determined on a case-by-case basis.

E. An employee granted a leave of absence because of disability or personal illness may request more than one (1) leave of absence and up to two (2) years at a time. A leave because of disability would be subject to STRS rules and regulations. Also, the employee must file with the Superintendent a medical certificate of health issued by the attending physician at the time the employee is requesting to return to active duty.

1. Limited contract teachers shall retain limited contract status unless eligible for a continuing contract.

2. Continuing contract teachers shall retain continuing contract status upon return.

F. The teacher granted a leave of absence for professional growth may pay both the school Board's share and the teacher's share of the retirement upon approval of the STRS commencing the time of the leave. Payment will be made as requested by the STRS and Treasurer.

The placement on the salary schedule will not be increased by the purchase of this retirement time.

G. When a certified employee is absent from his or her assigned duties because of illness, and has used all available sick leave, and has not made a formal request for a leave of absence, such absence shall be considered on the same basis as though a leave had been granted by the Board of Education. The teacher shall be subject to leave of absence regulations of the Western Reserve Board of Education.

4.08 Association Leave

Up to three (3) days shall be available each school year for use by a WREA designated member to attend OEA meetings inclusive of Representative Assemblies. These days shall be in addition to any other type of paid leave to which an employee is entitled. Substitute teachers, if hired, shall be provided at Board expense; however, all other expenses are to be borne by the WREA or the WREA member. Notice of use of Association leave shall be in writing by the WREA President and shall be forwarded to the Superintendent at least five

(5) calendar days in advance of using such leave. Leave may be used in one-half (1/2) day increments.

4.09 Family and Medical Leave

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

B. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per contract year on an individual, rolling twelve (12) month basis. Eligible employees must give at least thirty (30) days' notice before taking leave, when leave is foreseeable. Leave may be taken for the following reasons:

1. a serious health condition of the employee that makes the employee unable to perform his or her job

2. the birth and first-year care of a child

3. the adoption or foster placement of a child

4. to care for a child, spouse, or parent who has a serious health condition.

C. Once an employee has chosen the type of leave and said leave has commenced the employee shall not be allowed to switch back and forth to another leave. The school Board may require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member. The school Board may also require second and third opinions and a fitness for duty report to return to work.

D. When medically necessary, as determined by the employee's physician, leave may be taken intermittently. Intermittent leave which is not medically necessary is subject to the approval of the Superintendent.

E. Eligible employees shall be those employees who have worked for the school District at least one (1) year and who worked for at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

F. Employees who take leave under this provision are entitled to the continuation of group medical insurance and life insurance benefits during the period of leave. During this period of leave, the Board shall pay the same premium contribution for medical insurance and life insurance as would be paid by the Board if the employee were working. The employee shall pay the same premium contribution for medical insurance and life insurance as would be paid if the employee were working.

G. Upon the employee's return from leave granted only under this provision, the Board shall return the employee to the same position he/she occupied prior to the leave.

H. The taking of leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced nor shall such leave affect the seniority of such employee.

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

4.10 Sick Leave Bank

A. The Association will submit a new plan to include "Parental Leave." This plan will be reviewed annually and resubmitted as necessary. The Sick Leave bank is subject to the following expectations:

1. The bank may hold up to ninety-two (92) sick leave days per year.

2. The WREA will be responsible for the controlling to whom and how many days can be awarded.

3. Personal sick leave must first be exhausted as well as all other available paid leaves.

4. Days drawn from the bank cannot be used for severance pay.

5. Days cannot be used toward supplemental contracts, summer school, or extended services, or any other part-time or second position held by a member with a full-time contract.

6. Days cannot be received for absences appropriately covered by Workers' Compensation or disability.

7. The Board Treasurer will be notified of awards and donations of sick leave from the bank; otherwise, the Board is not involved in the bank.

8. The bank cannot discriminate.

9. The Association will present a plan to the Board by December 1st of each year for review.

4.11 Leave for Relatives of Military Personnel

Each employee who has a relative stationed in a military war zone (declared or undeclared) or in an area designated as a "police action" shall be granted, upon request, up to five (5) days of leave with pay per school year. This leave is in addition to any

other applicable leave granted by the Agreement. This leave may be used upon deployment, return from deployment, leave during deployment, or any combination thereof.

A. Relative for this provision shall be defined as spouse, parent, sibling, legal guardian, child, or person(s) for whom the employee was/is designated as legal guardian.

B. Notification shall be given to the Superintendent five (5) school days in advance unless circumstances make it impossible herewith, in which event the employee shall notify the Superintendent at the earliest possible time.

C. The employee shall submit the proper form in Appendix E-1.

D. Injury and/or accident to a relative in the military (Section A) shall be subject to the sick leave provision (4.02).

ARTICLE V - SALARY AND FRINGE BENEFITS

5.01 Salary Schedule

The salary index is attached as Appendix A. Effective July 1, 2025, Step 27 shall become Step 26, Step 30 shall become Step 28, and Step 32 shall become Step 30. These Step changes shall sunset at the end of the 2025-2028 contract.

The BA Step 0 salary shall be $38,562 effective July 1, 2025 through June 30, 2026, and newly hired teachers shall be placed at their appropriate experience level.

The BA Step 0 salary shall be $39,719 effective July 1, 2026 through June 30, 2027, and newly hired teachers shall be placed at their appropriate experience level.

The BA Step 0 salary shall be $40,911 effective July 1, 2027 through June 30, 2028, and newly hired teachers shall be placed at their appropriate experience level.

Beginning with the 2025-2026 school year, a $1,000 MA+45 stipend will be available (must be in teaching content area or teaching practices and requires Superintendent approval of coursework ahead of time). All evidence of coursework completion must be turned in by September 30th and will be payable by October 31st.

5.02 Salary Payment

A. The Board shall provide the teacher under this Agreement with twenty-four (24) equal pays, payment being made on the fifteenth and the last business day of each month. If the fifteenth or the last business day falls on weekend or holiday, the pay will occur on the preceding business day.

B. All employees will be required to receive their paychecks through direct deposit.

C. Pay statements will be sent to employees via electronic mail.

D. If the employee wishes to change deposit information, he/she must notify the Treasurer no later than one (1) week before the effective date of change.

5.03 Payroll Deductions

A. All payroll deductions referred to in the following paragraphs will be provided at no cost to members of the bargaining unit.

B. Association Dues - Payroll deductions shall be made twice monthly for ten (10) months starting with the first pay in October for Association dues for the Western Reserve Education Association, North Central Ohio Education Association, Ohio Education Association, and National Education Association and for FCPE contributions. Authorization for such deductions shall be made upon the submission by a member of the bargaining unit of a signed membership form. A

list of teachers and the total amount to be deducted for each teacher will be turned into the Board office by September 30th each school year and signed by the WREA Treasurer. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the Employer is notified by the Association to cease deductions, if the member has chosen that option. The Treasurer of the Board will send a check to the WREA Treasurer on the date of the second pay of each month for the total amount of dues deducted during the month.

Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues, fees, and assessments on a schedule determined by the Association Treasurer. Any member who is eligible to retire or severs employment for any reason, and does so during the school year, shall not have to pay any further dues for Association membership and any such dues owed shall be determined by the Association Treasurer.

C. Credit Union - Payroll deductions for credit union contributions will be made twice a month for each employee who authorizes such deductions. Contributions will be forwarded to the credit union on the same date as paychecks are issued.

D. Tax-Sheltered Annuities - Payroll deductions for tax-sheltered annuities shall be made twice monthly for employees who authorize such deductions. Deductions for tax-sheltered annuities may be initiated and/or revised effective with the first pay in September or the first pay in January. The Treasurer of the Board will forward all such deductions to the appropriate annuity company on the same date as paychecks are issued. One percent (1%) of all full-time Board employees, or at least five (5) employees, shall be required to establish a new agent, broker, or company for tax-sheltered annuity deductions. Those companies established prior to January 1, 1991, shall continue in force so long as any employee is enrolled. As of July 1, 2008, a cap of the current active 403(b) accounts in addition to the Ohio Deferred Compensation shall be maintained, provided the 403(b) plan providers enter into appropriate information sharing agreements.

E. Insurance - Payroll deductions for an employee's portion of insurance premiums, as established by the terms of this Agreement, shall be equally divided into two (2) deductions per month.

F. The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim, or administrative proceeding, including attorney fees and court costs, providing all provisions of this Article have been followed by the Board or its agents. For purposes of this Section, the term "Board" includes the Board of Education of the Western Reserve Local School District, its members, the Treasurer, Superintendent, and all other members of the administrative staff.

G. By January 1, 2023, the Treasurer and the Association President will work together to research the possibility of using additional 403b providers for severance pay.

5.04 Extended Contracts

A. The Board of Education agrees to issue extended contracts for the elementary and high school librarians and the elementary and MS/HS counselors. This extension shall be one (1) week (5 days). These five (5) days will be mutually agreed upon by the administration and WREA members. Flexibility with dates is permitted with Building Principal approval. These extended days cannot occur on a teacher workday. Information regarding days worked will be turned in by July 15 for the end of the year days and September 30 for the beginning of the year days. If the paperwork dates are not met, payment is up to the discretion of the Treasurer.

The elementary and high school libraries will open for business the first day of school and remain open the last day of school.

B. All extended service compensation for employees receiving extended service shall be on a per diem basis.

5.05 Supplemental Contracts

A. The contract level will be based on years of experience in that sport or activity at Western Reserve. This has one (1) exception. When dealing with a head coaching position, the starting level may be Board negotiated.

B. Any person who assumes a newly created position will be placed on Level One, Step 0. If, however, that position existed previously as a non-paid, yet Board sanctioned activity, the person assuming the position will be credited with his/her prior years of experience.

C. The Western Reserve Board of Education shall have the authority to create, alter, and/or eliminate positions listed under the Supplemental Contract Article. If a position is created and/or altered, the Board of Education shall negotiate with the WREA concerning the rate of compensation for the created and/or altered position.

D. The salary will be adjusted with the base salary level for that year (see Appendix C).

E. Non-Academic and partial year supplemental contracts will be paid one (1) time per year, upon completion of the activity and presentation to the Treasurer's Office of an approved payroll voucher. Academic and full year supplemental contracts shall be paid two (2) times per year, 1/2 value on the second pay of January, and the remainder of the contract upon completion of the activity. Each pay period activity must be presented with a payroll voucher. Elementary Vocal Music will be paid one (1) time, at the end of the school year.

Non-Academic positions include: volleyball, cross country, football, marching band, cheerleading, flag corp, basketball, wrestling, wrestlerette, track softball, baseball, pep band, jazz band and weight-room, team coaches/advisors/directors.

Academic and full year positions include: faculty manager, vocal music, drama, class advisors, student council advisors, National Honor Society, academic advisors, mentors, art club, Life Skills Club, Yearbook, Western Front, Spanish Club advisors/directors, Energy Coach, and Wellness Champion.

F. All vacancies for supplemental positions shall be posted under the same provisions as teaching vacancies (see Section 3.11, paragraphs G and H).

G. If a teacher volunteers to serve as head teacher for his/her respective building during the absence of the Building Principal, the teacher shall be provided with a specific written job description which details the responsibilities and authority of such position.

H. In the event a contract holder is unable to complete his/her duties, payment will be awarded pro-rated to the number of days of the contract completed. (Contract length is from the first to the last official duty day.)

I. The Western Reserve Board of Education may cancel a supplemental contract due to lack of participation. A contract holder whose contract is cancelled shall be compensated pro-rated to the number of days of the contract completed.

J. In addition to Physical Education Teachers, all of the supplemental positions with the exception of the following are required to have and maintain an active and valid Pupil Activity Permit. Positions NOT required: Energy Coach, Vocal Music (HS/MS and elementary), Class Advisors, Student Council Advisors, National Honor Society, Academic Advisors, Lead Mentor, Mentor EYT and NTDT, Art Club, Spanish Club, Life Skills Club, Western Front, Yearbook (HS and MS), Wellness.

5.06 Tax Shelter of STRS

The Board shall adopt the necessary resolutions to implement "Retirement-Tax Shelter" and continue so long as STRS approval exists. This also applies to supplemental earnings.

5.07 Allowance Per Classroom

Each bargaining unit employee will receive one hundred fifty dollars ($150.00) each year to purchase classroom supplies that are requisitioned starting with approval by the Building Principal, Superintendent, and the Treasurer. The request will not be denied providing it is for educational purposes. This in no way limits the employee to one hundred fifty dollars ($150.00) providing Superintendent approval on the request.

5.08 College/Licensure Testing Reimbursement

A. College Reimbursement

The Board and the Association encourage all members to take advantage of the college reimbursement funds as stated in this Section. The Board will consider raising caps in the next Collective Bargaining Agreement should these funds be fully utilized. Any bargaining unit member who earns college credit shall be granted tuition reimbursement pursuant to the provisions of this Article, as determined below. Payment will be made upon satisfactory evidence that the course work has been satisfactorily completed, as exhibited by a transcript, grade card, or letter from the instructor and fee receipt.

The Board will appropriate $25,000.00 for tuition reimbursement per year. Unused appropriations shall be rolled over to the following year up to a maximum cap of $30,000.00. Tuition reimbursement shall be based solely on the completion date of the course work.

All evidence of course work completion within this period must be turned in by September 30th, payable by October 31st.

All bargaining unit members wishing to be granted reimbursement must complete an application and submit it to the Board Treasurer and Superintendent upon completion of the course work for which he/she is requesting reimbursement. The application must indicate the number of hours and when the course(s) was/were completed. A maximum of four hundred dollars ($400.00) per semester hour and two hundred sixty-eight dollars ($268.00) per quarter hour, up to six (6) graduate semester hours or the equivalent of nine (9) quarter hours per year, may be reimbursed per bargaining unit member. A maximum of fifteen (15) graduate semester hours will be reimbursed on obtaining a District approved endorsement. If the employee doesn't obtain the endorsement within two (2) years, they will reimburse the District.

Once the Board Treasurer or Superintendent approves that the classes qualify, the application(s) will then be turned over to the Association Treasurer. An Association committee will be created to review the funds and allocate how the funds will be distributed. The Association Treasurer will then send this information to the Board Treasurer to provide the funds, via checks, to the individuals as determined by the WREA.

Bargaining unit members will be reimbursed an amount calculated in accordance with the formula developed by the WREA Committee**.**

In no case shall an employee be paid more than the actual cost of the course. Money remaining in the fund following payment for the September – August period shall carry over to the next fiscal year up to a maximum cap of $30,000.00.

Bargaining unit members shall not be eligible for tuition reimbursement until they have worked for the District for one (1) year. To be eligible for reimbursement, the bargaining unit member must not resign from the Western Reserve School District

during the subsequent three (3) school years following reimbursement. If a bargaining unit member resigns the subsequent three (3) school years following reimbursement, the amount of tuition reimbursed shall not be paid or shall be deducted from the bargaining unit member's final pay check.

B. Licensure Testing Reimbursement

Tests required by state or federal educational agencies for maintaining or obtaining additional licenses or endorsements can be submitted for reimbursement in the same manner as tuition reimbursement with the following additional requirements: proof of payment and satisfactory passage of the exam. This reimbursement is not to exceed the actual cost of the test. All reimbursements for licensure testing will be calculated after the awarding of tuition reimbursements. Remaining funds after tuition reimbursements will be divided equally between the number of tests passed, paid for, and submitted for reimbursement.

5.09 Severance Pay

A. Upon a teacher's retirement with the Western Reserve School District, said teacher will receive severance pay.

B. The employee must have eight (8) or more years of service with the state and/or any political subdivisions, four (4) of which must be with the Western Reserve Local School District, to be paid in cash for one-fourth (¼) the value of his accrued, but unused sick leave credit up to a maximum of sixty-six (66) days. If an employee dies before retirement, severance pay shall be paid in cash to the employee's estate for one-fourth (¼) the value of his/her accrued, but unused sick leave credit up to a maximum of sixty-six (66) days.

C. The payment shall be based on the employee's per diem rate of pay at the time of retirement (excluding extended time and supplemental salary) and eliminates all sick leave credit accrued, but unused by the employee at the time payment is made.

D. Such payment shall be made only once to an employee.

E. Severance pay for retiring employees will be distributed in one (1) payment. The payment shall be made thirty (30) days after formal notification from the retirement system to the employer indicating the employee has officially retired. An employee who gives notice of retirement by November 1 of their retirement year shall receive a one-time payment of one thousand dollars ($1,000.00) in the second pay in December. An employee who gives notice of retirement by February 1 of their retirement year shall receive a one-time payment of five hundred dollars ($500.00) in the second pay in March.

5.10 Insurance

A. Medical Insurance

1. The Western Reserve Board of Education will finance a plan of group health insurance for each teaching employee so desiring. The group health insurance plan chosen must have the approval of the Western Reserve Education Association and the Western Reserve Board of Education.

2. The plan shall include the following:

   a. Hospital Utilization Review (HUR) and Second Opinion Surgery (SOS).

   b. Current Plan: Employee contribution – 13% per month in 2025-26;
   13% per month in 2026-27;
   13% per month in 2027-28.

   c. Two thousand dollars ($2,000.00) will be paid at the end of the school year to any employee who does not participate in medical insurance coverage. If the employee does not participate in medical insurance coverage for a period less than a year, this amount will be pro-rated.

   d. An employee will have the ability to pick up school district coverage due to loss of coverage through another source, with a thirty (30) day waiting period.

3. The Board shall provide a Medical Insurance Program. See Appendix F.

B. Dental Insurance

1. If an employee elects dental insurance, the employee's contribution for single or family coverage will be twenty-five percent (25%) of the total monthly premium. The Board will pay seventy-five percent (75%).

2. Employees have the right to select and recommend a plan based on a bid or bids received by the Board and subject to final approval of the Board.

3. The plan shall be equal to or better than that in effect for the 1984-85 school year.

C. Life Insurance

1. The Board agrees to pay for a $40,000.00 group-term life insurance policy including double indemnity for accidental death and dismemberment for all certified teachers.

2. Life insurance shall be provided for all certified employees for the following amounts and conditions:

a. $40,000.00 of term life insurance shall be provided to each employee.

b. $40,000.00 of accidental death and dismemberment shall be provided to each employee.

c. Employees may elect to take just the life.

d. The Board will pay 100% of the total premium.

e. Plan in effect - term of contract.

D. Liability Insurance

The Board will provide liability insurance to all employees.

E. Vision Insurance

The Board will furnish Plan C (Exam and lenses every 12 months and frames every 24 months).

Family Coverage - three dollars ($3.00) per month contribution via payroll deduction

Single Coverage - no cost to the employee

Deductible - Exam $10.00 Materials None
Plan in effect - length of contract

Plan C - Professional Fees

Vision Examination	$30.00
Materials	
Lenses:	
Single Vision	$25.00
Bifocals	$40.00
Trifocals	$50.00
Lenticular	$80.00
Frames:	$25.00
Contact Lenses: (In lieu of all other plan benefits for that frequency period)	
Necessary	$175.00
Cosmetic	$ 80.00

F. Rx Drugs

A prescription drug benefit will be put into effect and described in Appendix F.

G. Wellness Benefit

A wellness benefit will be put into effect and described in Appendix F.

H. Flexible Spending Account

The Board shall institute a flexible spending account for employees with a Board contribution of $300/single and $400/family. Beginning with the 2017-18 school year, the Board contribution will be $400/single and $500/family. If the plan administrator does charge a fee for the Board-funded account, the Board shall pay the fee.

I. Spousal Carveout

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than July 1, 2025.

1. This requirement does not apply to any spouse who: (i) works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance; or (ii) is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

2. Upon the spouse's enrollment in an employer, business, organization, or retirement plan sponsored group insurance coverage, other than coverage exempted under this Section 5.10 (I)(2), that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

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

4. It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 1, 2025. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

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

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

7. Employees hired before June 30, 2025, whose spouses become ineligible as a result of this Section taking effect during the 2025-26 school year, shall receive a spousal carveout premium reimbursement of up to one hundred twenty-five dollars ($125.00) per month, upon receipt of applicable documentation from the spouse's employer, payable in a lump sum payment in the second pay in September.

5.11 Section 125 Account

The Board shall implement a Section 125 Plan to enable employees to pay their insurance premium contributions with pre-tax dollars. In addition, the Board shall implement a

flexible spending account option including a childcare component. Participating employees may contribute additional money to the account as provided by the carrier.

5.12 Business Mileage

All pre-approved miles driven by an employee in his/her personal vehicle on school business shall be reimbursed at the IRS-approved rate in effect on July 1 annually.

5.13 Notification of Eligibility for Continuing Contract

A. An employee who believes that he or she is eligible for continuing contract status must inform the Superintendent in writing of his or her eligibility on or before September 30 of the school year in which the employee is eligible for consideration.

B. If an employee fails to give notice to the Superintendent in accordance with this Section, the employee is eligible to receive only a one- or two-year extended limited contract. Said employee must resubmit his or her information to the Superintendent at or near the expiration of said limited contract in accordance with this Section for consideration thereafter.

C. All course work submitted for consideration of continuing contract eligibility must have been completed by the employee after achievement of the employee's prior degree.

D. The provisions of this Section take precedence over and supersede RC 3319.11.

5.14 Notification of Eligibility for Raise in Salary Level

In order to be eligible for a raise in salary level in accordance with the schedule attached hereto, an employee must inform the Treasurer in writing, and provide transcripts of completed course on or before September 30 of the school year in which the employee is eligible for the raise. Failure to submit such documentation by the deadline waives the employee's claim for a raise in salary level for that school year; and, in order to be considered for a raise the following year, the employee must resubmit the documentation in accordance with this Section.

5.15 Reimbursement for BCI FBI Checks

Beginning with the effective date of this Master Agreement, the Board of Education will reimburse current bargaining unit members for one hundred percent (100%) of any costs incurred related to state and federal background checks required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks, as it pertains to teaching licenses, once every five (5) years.

ARTICLE VI - OTHER PROVISIONS

6.01 Provisions Contrary to Law

Except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code, this Agreement supersedes and prevails over all statutes of the State of Ohio and all policies, rules, and regulations of the Board and/or administration. However, if any court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be null and void, but all other provisions of this Contract shall remain in full force and effect.

Within thirty (30) workdays the parties shall meet to negotiate a replacement provision for any declared to be unlawful. To be valid a replacement provision must be properly ratified and signed by each party.

6.02 No Strike

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The employer agrees not to lock out during the terms of this Agreement. However, should the parties enter into a multiple year Agreement containing specified reopeners, the parties agree they will be subject to the applicable terms of the Negotiations Agreement Article as specified in the Master Agreement and shall utilize the impasse procedure stated in Section 1.04 N., Resolving Differences. If an agreement cannot be reached on the specified reopener and the impasse procedure is deemed exhausted, the Association may proceed in accordance with 4117.14 (D)(2). For purposes of this provision only, the impasse procedure shall be deemed to be exhausted after thirty (30) days of mediation unless an extension of time is mutually agreed to by the parties.

6.03 Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement supersedes all previously negotiated agreements between the Board and the Association and constitutes the complete Negotiated Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless properly ratified by the parties and executed in writing by the parties hereto.

6.04 Amendment Procedure

The parties recognize that circumstances may dictate the need for amending the Negotiated Agreement. It shall be possible to do so only by mutual agreement of both parties. To be valid, an amendment must be properly ratified and signed by each party. Such amendments shall then be attached to and become a full part of the Negotiated Agreement.

6.05 No Reprisals

The Board and Association, for themselves and on behalf of their members, employees, and agents, agree that no discrimination, reprisals, or adverse action of any nature will be taken against any employees (in or out of the bargaining unit), students, or parents, directly or indirectly, as a result of, or in any way related to, the bargaining and settlement of this Agreement.

6.06 Fair Share Fee

Should the *Janus* v. *AFSCME* decision be reversed, the following provisions shall be operable without the need for the parties to negotiate.

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

B. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or before September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Payroll deductions of such fair share fees shall begin with the second payroll period in January or sixty (60) days after the first day of employment, whichever occurs later.

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

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

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

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

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

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

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

4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

6.07 Duration of Agreement

All provisions of this Agreement, unless specifically indicated otherwise, shall become effective July 1, 2025, and shall remain in full force and effect through June 30, 2028, both dates inclusive.

FOR THE WREA:

Chief Negotiator
SERB Agent of Record

Jessica Rig
WREA President

FOR THE BOARD:

President, WR Board of Education

Superintendent

APPENDIX A

WESTERN RESERVE LOCAL SCHOOL DISTRICT

SALARY INDEX

Effective July 1, 2025 – June 30, 2028

	BACHELOR	**150**	**MASTER**	**MA+15**	**MA+30**
STEP 0	1.0000	1.0820	1.1444	1.1965	1.2485
STEP 1	1.0820	1.1288	1.1965	1.2485	1.3005
STEP 2	1.1236	1.1757	1.2485	1.3005	1.3525
STEP 3	1.1652	1.2225	1.3005	1.3525	1.4045
STEP 4	1.2069	1.2693	1.3525	1.4045	1.4566
STEP 5	1.2485	1.3161	1.4045	1.4566	1.5086
STEP 6	1.2901	1.3629	1.4566	1.5086	1.5606
STEP 7	1.3317	1.4097	1.5086	1.5606	1.6126
STEP 8	1.3733	1.4566	1.5606	1.6126	1.6646
STEP 9	1.4149	1.5034	1.6126	1.6646	1.7167
STEP 10	1.4566	1.5502	1.6646	1.7167	1.7687
STEP 11	1.4982	1.5970	1.7167	1.7687	1.8207
STEP 12	1.5398	1.6438	1.7687	1.8207	1.8727
STEP 13	1.5814	1.6906	1.8207	1.8727	1.9247
STEP 14	1.6230	1.7375	1.8727	1.9247	1.9768
STEP 15	1.6646	1.7843	1.9247	1.9768	2.0288
STEP 18	1.7063	1.8311	1.9768	2.0288	2.0808
STEP 21	1.7479	1.8779	2.0288	2.0808	2.1328
STEP 24	1.7895	1.9247	2.0808	2.1328	2.1848
STEP 26	1.8311	1.9716	2.1328	2.1848	2.2368
STEP 28	1.8727	2.0185	2.1848	2.2368	2.2888
STEP 30	1.9143	2.0654	2.2368	2.2888	2.3408

APPENDIX B-1

SALARY SCHEDULE - Effective July 1, 2025

Step	BA	150.00000	MA	MA+15	MA+30
0	38,562	41,724	44,130	46,140	48,145
1	41,724	43,529	46,140	48,145	50,150
2	43,328	45,338	48,145	50,150	52,155
3	44,933	47,142	50,150	52,155	54,160
4	46,541	48,947	52,155	54,160	56,170
5	48,145	50,751	54,160	56,170	58,174
6	49,749	52,557	56,170	58,174	60,180
7	51,354	54,361	58,174	60,180	62,185
8	52,957	56,170	60,180	62,185	64,191
9	54,561	57,975	62,185	64,191	66,200
10	56,170	59,779	64,191	66,200	68,205
11	57,774	61,584	66,200	68,205	70,210
12	59,378	63,388	68,205	70,210	72,215
13	60,982	65,193	70,210	72,215	74,221
14	62,586	67,002	72,215	74,221	76,229
15	64,191	68,806	74,221	76,229	78,235
18	65,798	70,612	76,229	78,235	80,240
21	67,403	72,416	78,235	80,240	82,246
24	69,007	74,221	80,240	82,246	84,251
26	70,612	76,029	82,246	84,251	86,256
28	72,215	77,838	84,251	86,256	88,261
30	73,819	79,647	86,256	88,261	90,266

APPENDIX B-2

SALARY SCHEDULE - Effective July 1, 2026

Step	BA	150.00000	MA	MA+15	MA+30
0	39,719	42,976	45,454	47,524	49,590
1	42,976	44,835	47,524	49,590	51,654
2	44,628	46,698	49,590	51,654	53,720
3	46,281	48,556	51,654	53,720	55,785
4	47,937	50,415	53,720	55,785	57,855
5	49,590	52,274	55,785	57,855	59,920
6	51,241	54,133	57,855	59,920	61,985
7	52,894	55,992	59,920	61,985	64,051
8	54,546	57,855	61,985	64,051	66,116
9	56,198	59,714	64,051	66,116	68,186
10	57,855	61,573	66,116	68,186	70,251
11	59,507	63,431	68,186	70,251	72,316
12	61,160	65,290	70,251	72,316	74,382
13	62,812	67,149	72,316	74,382	76,447
14	64,463	69,012	74,382	76,447	78,516
15	66,116	70,870	76,447	78,516	80,582
18	67,772	72,730	78,516	80,582	82,647
21	69,425	74,589	80,582	82,647	84,713
24	71,077	76,447	82,647	84,713	86,778
26	72,730	78,310	84,713	86,778	88,844
28	74,382	80,173	86,778	88,844	90,909
30	76,034	82,036	88,844	90,909	92,974

APPENDIX B-3

SALARY SCHEDULE - Effective July 1, 2027

Step	BA	150.00000	MA	MA+15	MA+30
0	40,911	44,265	46,818	48,950	51,077
1	44,265	46,180	48,950	51,077	53,204
2	45,967	48,099	51,077	53,204	55,331
3	47,669	50,013	53,204	55,331	57,459
4	49,375	51,927	55,331	57,459	59,591
5	51,077	53,842	57,459	59,591	61,717
6	52,779	55,757	59,591	61,717	63,845
7	54,481	57,672	61,717	63,845	65,972
8	56,183	59,591	63,845	65,972	68,100
9	57,884	61,505	65,972	68,100	70,232
10	59,591	63,420	68,100	70,232	72,358
11	61,292	65,334	70,232	72,358	74,486
12	62,995	67,249	72,358	74,486	76,613
13	64,696	69,163	74,486	76,613	78,741
14	66,397	71,082	76,613	78,741	80,872
15	68,100	72,996	78,741	80,872	82,999
18	69,806	74,912	80,872	82,999	85,127
21	71,508	76,826	82,999	85,127	87,254
24	73,209	78,741	85,127	87,254	89,382
26	74,912	80,660	87,254	89,382	91,509
28	76,613	82,578	89,382	91,509	93,636
30	78,315	84,497	91,509	93,636	95,763

WESTERN RESERVE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

POSITION	LEVEL 1 % 0-1	LEVEL 2 % 2-3	LEVEL 3 % 4-5	LEVEL 4 % 6-7	LEVEL 5 % 8+
Faculty Manager	10	10.75	11.5	12.25	13
Head Football	19	19.75	20.5	21.25	22
Assistant (2)	12	12.75	13.5	14.25	15
JV (3)	10	10.75	11.5	12.25	13
Middle School (3)	6	6.75	7.5	8.25	9
Head Basketball (Boys)	19	19.75	20.5	21.25	22
JV	10	10.75	11.5	12.25	13
Assistant (2)	7	7.75	8.5	9.25	10
Middle School (2)	6	6.75	7.5	8.25	9
Head Basketball (Girls)	19	19.75	20.5	21.25	22
JV	10	10.75	11.5	12.25	13
Assistant (2)	7	7.75	8.5	9.25	10
Middle School (2)	6	6.75	7.5	8.25	9
Head Volleyball	15	15.75	16.5	17.25	18
JV	10	10.75	11.5	12.25	13
Assistant (2)	7	7.75	8.5	9.25	10
Middle School (2)	6	6.75	7.5	8.25	9
Head Wrestling	15	15.75	16.5	17.25	18
JV	10	10.75	11.5	12.25	13
Assistant	7	7.75	8.5	9.25	10
Middle School (2)	6	6.75	7.5	8.25	9
Head Cross Country	12	12.75	13.5	14.25	15
Assistant (2)	7	7.75	8.5	9.25	10
Middle School	6	6.75	7.5	8.25	9
Head Track & Field	15	15.75	16.5	17.25	18
Assistant (2)	7	7.75	8.5	9.25	10
Middle School (3)	6	6.75	7.5	8.25	9
Head Baseball	15	15.75	16.5	17.25	18
JV	9	9.75	10.5	11.25	12
Assistant	7	7.75	8.5	9.25	10
Head Softball	15	15.75	16.5	17.25	18
JV	9	9.75	10.5	11.25	12
Assistant	7	7.75	8.5	9.25	10
Head Golf	9	9.75	10.5	11.25	12
Weight Room Supervisor	6	6.75	7.5	8.25	9
Cheerleading Advisor High School Football	5.5	6.25	7	7.75	8.5
Cheerleading Advisor High School Basketball	5.5	6.25	7	7.75	8.5
Cheerleading Advisor Middle School (Football & Basketball)	5	5.75	6.5	7.25	8
Wrestlerette Advisor	2.5	3.25	4	4.75	5.5
Marching Band Director	12	12.75	13.5	14.25	15
Music Assistant (3)	5	5.75	6.5	7.25	8

POSITION	LEVEL1 % 0-1	LEVEL 2 % 2-3	LEVEL 3 % 4-5	LEVEL 4 % 6-7	LEVEL 5 % 8+
Pep Band	2.75	3.5	4.25	5	5.75
Jazz Band	2.75	3.5	4.25	5	5.75
Flag Corps	2	2.75	3.5	4.25	5
Vocal Music High School/Middle School	5.5	6.25	7	7.75	8.5
Vocal Music Elementary **	3	4.5	6	6.75	7.5
Drama*	2.5	3.25	4	4.75	5.5
Senior Class Advisor (2)	3	3.75	4.5	5.25	6
Junior Class Advisor (2)	3	3.75	4.5	5.25	6
Sophomore (2) Class Advisors	1	1.75	2.5	3.25	4
Freshmen (2) Class Advisors	1	1.75	2.5	3.25	4
Student Council – High School	4.5	5.25	6	6.75	7.5
Student Council – Middle School	4.5	5.25	6	6.75	7.5
Student Council - Elementary	4.5	5.25	6	6.75	7.5
National Honor Society (NHS) Advisor	1	1.75	2.5	3.25	4
Academic Challenge Advisor High School (2)	4.5	5.25	6	6.75	7.5
Academic Challenge Advisor Middle School	1	1.75	2.5	3.25	4
Academic Challenge Advisor Elementary	3	3.75	4.5	5.25	6
Lead Mentor	4	-	-		
Mentor – EYT	3	-	-		
Mentor – NTDT	1.5	-	-		
Art Club	1	1.75	2.5	3.25	4
Spanish Club	1	1.75	2.5	3.25	4
Key Club	4.5	5.25	6	6.75	7.5
Western Front	27	27	27	27	27
Yearbook	8	8.75	9.5	10.25	11
Middle School Yearbook Advisor	4.5	5.25	6	6.75	7.5
Wellness	4.5	5.25	6	6.75	7.5
Elementary Chess Club	1	1.75	2.5	3.25	4
Archery Club	1	1.75	2.5	3.25	4
Parent Engagement	1	1.75	2.5	3.25	4
Marketing	1	1.75	2.5	3.25	4
Trap Shooting Head Coach	2.75	3.5	4.25	5	5.75
Trap Shooting Assistant	1	1.75	2.5	3.25	4

*****Contracts for two separate productions may be awarded
****** Prorated by the percentage of performances
State, Federal or Grant-funded work/training (voluntary participation)
$30.00/hour
$150.00/day
Extra Duty Discipline
After School Detention $9.50/hour
Long Detention $17.00/hour
Friday Detention (2:30 – 6:30 p.m.) $17.00/hour
Home Tutor Rate - $35.00/hour
Step Up to Qualify Preschool Administrator
$750.00 Annual Stipend

WESTERN RESERVE LOCAL SCHOOLS

CERTIFIED STAFF GRIEVANCE

Grievant_____Date_____

Nature of grievance (circumstances, date(s) of occurrence, and statement as to how a violation exists):

Suggested action:

I hereby agree to furnish the Western Reserve Education Association with copies of this formal grievance and copies of the responses by the Principal, Superintendent, and the Board of Education when I receive them. In relating this information I further recognize my obligation to immediately notify the Association President when this grievance is filed, of planned meeting dates, and to provide the Association with required copies of this form. I understand that if these or any other obligations on my part are not carried out the grievance will be considered terminated, the right to continue the grievance waived and further action on the grievance barred.

_____
Grievant's Signature Date

Principal_____ Date received _____

Response to grievance:

Action taken:

_____
Principal's Signature Date

WESTERN RESERVE LOCAL SCHOOLS

CERTIFIED STAFF GRIEVANCE

Grievant_____ Date_____

Reason for continuing grievance:

Suggested action:

_____
Grievant's Signature Date

Superintendent_____ Date received_____

Response to grievance:

Action taken:

_____
Superintendent's Signature Date

WESTERN RESERVE LOCAL SCHOOLS

CERTIFIED STAFF GRIEVANCE

Grievant_____ Date _____

Reason for continuing grievance:

Suggested action:

_____
Grievant's Signature Date

Board Treasurer_____

Date received_____

Response to grievance by the Board of Education:

Action taken:

_____
Treasurer's Signature Date

APPENDIX E

WESTERN RESERVE LOCAL SCHOOL DISTRICT

PERSONAL LEAVE FORM - *CERTIFIED*

This application must be **IN THE OFFICE OF THE SUPERINTENDENT** no later than **five (5) days** before the requested day. Consult the Collective Bargaining Agreement for all applicable rules under this leave.

_____A.M.
_____P.M.
_____ALL DAY

_____ _____
Today's Date Date Requested for Personal Leave

_____Unrestricted personal day (3 per year)

No more than six (6) certified employees (3 per building) may utilize personal leave on the same day. In addition, under no circumstance may personal leave be used in lieu of professional leave for athletic events/clinics unless a Western Reserve team is participating.

Except in cases of emergency or special family events, personal leave will not be granted during the first 2 weeks of school and the last 2 weeks of school, or before or after a scheduled holiday to extend a personal or family vacation. Please provide an explanation for a request of personal leave for a day during the first or last 2 weeks of school or before or after a scheduled holiday.

_____

_____

_____

** It is the responsibility of the employee, upon their return to school, to fill out an absence report.

_____
Staff Member's Signature Date

_____
Principal's Signature Date

_____
Superintendent's Signature Date

APPENDIX E-1

WESTERN RESERVE LOCAL SCHOOL DISTRICT

LEAVE FOR RELATIVES OF MILITARY PERSONNEL – *CERTIFIED*

This application must be **IN THE OFFICE OF THE SUPERINTENDENT** no later than **five (5) days** before the requested day, if five (5) days notice is possible. Consult the Collective Bargaining Agreement for all applicable rules under this leave.

_____ A.M.

_____ P.M.

_____ ALL DAY

_____ _____

Today's Date Date(s) Requested for Leave

Statement of Employee:

I hereby certify by my signature below that I am requesting leave for purposes as specified in Article 4.11, Leave for Relatives of Military Personnel.

_____

**It is the responsibility of the employee, upon his/her return to school, to fill out an absence report.

_____

Staff Member's Signature Date

_____

Principal's Signature Date

_____

Superintendent's Signature Date

Medical Mutual	**Huron-Erie School Employee Insurance Association Wellness Plan** *Effective for the 2025-2028 Years*	**SuperMed Medical PPO**
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan Deductible – Single/Family[1]	$500/$1,000	$500/$1,000
High Deductible Health Plan – Single/Family[1]	$750/$1,500	$750/$1,500
Requirements for Wellness Plan (Deductible changes occurs on calendar year basis)	*Complete Screening and/or Physician form and Health Assessment – November 1st.*	*Complete Screening and/or Physician form and Health Assessment – November 1st.*
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,000/$2,000 (Wellness) $750/$1,500 (HDHP)	$2,500/$5,000 (Wellness) $2,250/$4,500 (HDHP)
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	$1,500/$3,000 (Wellness) $1,500/$3,000 (HDHP)	$3,000/$6,000 (Wellness) $3,000/$6,000 (HDHP)
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$25 copay, then 100%	$25 copay, then 70%
Specialist Office Visit[2]	$40 copay, then 100%	$40 copay, then 70%
Urgent Care Office Visit[2]	$40 copay, then 100%	$40 copay, then 70%
Preventive Services		
Preventive Services in accordance with federal law[6]	100%	70% after deductible
Routine Physical Exams [2]	100%	$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21, Unlimited)	100%	$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy – Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible

Benefits	Network	Non-Network
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[3]	$100 copay, then 100%	
Non-Emergency use of an Emergency Room[4]	$200 copay, then 90%	$200 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period)[5]	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

[1]Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.
[5]An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.
[6]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

MEDICAL MUTUAL	Huron-Erie School Employee Insurance Association Prescription Drug Program Wellness Plans	
Benefits	**Copay**	**Day Supply**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 / Removal upon End of Month	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)[1]	$0	30
Retail Program[3]		
Immunization and Generic Contraceptives[2]	$0	N/A
Generic Copayment	$7.50	30
Formulary Copayment	$25	30
Non-Formulary Copayment	$50	30
Home Delivery Program[3]		
Generic Copayment	$15	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$100	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

- Diabetic Supplies
  - Retail: only needles/syringes are covered
  - Home Delivery/Mail Order: all diabetic supplies are covered, including needles/syringes, blood/urine test strips, lancets, alcohol swabs/wipes

- Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration

Important Information for Diabetics: You may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

[1]Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.
[2]Coverage includes Preventive Medications, in accordance with Federal Law.
[3]If your Prescription Order is for a Prescription Drug that is available through the Home Delivery Prescription Drug program and you choose not to use the Home Delivery Prescription Drug program, no benefit will be provided when your Prescription Order is filled beyond the third fill.

OBSERVATION OF PROFESSIONAL GROWTH OF SCHOOL COUNSELORS
Western Reserve Local Schools
Collins, OH

NAME _____ DATE _____ POSITION_____

SCHOOL_____

Key to Ratings: S = Satisfactory U = Unsatisfactory

RATING

Competency A: Demonstrates the ability to plan and deliver guidance services. **S U**

Comments: _____

Competency B: Demonstrates knowledge of counseling techniques and student development. **S U**

Comments: _____

Competency C: Demonstrates the ability to utilize group management techniques. **S U**

Comments: _____

Competency D: Shows sensitivity to student needs by maintaining a positive school climate. **S U**

Comments: _____

Competency E: Demonstrates ability to assess student/program needs for academic support. **S U**

Comments: _____

Competency F: Demonstrates ability to communicate effectively with parents, students, teachers, and administrators. **S U**

Comments: _____

Competency G: Demonstrates willingness to assume general professional responsibilities. **S U**

Comments: _____

Competency H: Demonstrates a commitment to professional growth. **S U**

Comments: _____

Competency I: Shows evidence of professional characteristics. **S U**

Comments: _____

OVERALL EVALUATION: S U

_____ _____

Accepted: School Counselor's Signature / Date Principal's Signature / Date

Not accepted. My signature evidences receipt of this document only. I have read this document and understand the contents.

_____

School Counselor's Signature / Date

SCHOOL COUNSELOR OBSERVATION INSTRUMENT (SCOI)

Counselor (name) _____
School (name) _____
Observer _____ Date _____ Beg. Time _____ End Time _____
Directions: This instrument is to be used for the minimum observation period of thirty minutes. Place a check by the indicator number when the behavior is observed. Place an "X" observed, but outside of observation time frame. Use the Comments/Recommendations space for descriptive notes.

A. Demonstrates the Ability to Plan and Deliver Guidance Services

Comments/Recommendations	Indicators	
	_____ 1.	Shows evidence of planning in formulating and implementing program.
	_____ 2.	Makes effective use of time.
	_____ 3.	Shows evidence of flexible procedures.
	_____ 4.	Uses supplemental materials to enhance guidance services.
	_____ 5.	Demonstrates knowledge of availability of community resources.
	_____ 6.	Uses technology for monitoring student progress, student career/academic planning, acquiring and accessing data needed to inform decision making of individual students and whole school.
	_____ 7.	Selects appropriate classroom/guidance activities.
	_____ 8.	Demonstrates familiarity with pupil progression plan.
	_____ 9.	Demonstrates knowledge of district/state/federal policies regarding special services.
	_____ 10.	Uses evaluative information for program improvement.

B. Demonstrates Knowledge of Counseling Techniques and Student Development

Comments/Recommendations	Indicators	
	_____ 1.	Demonstrates multicultural and cross-cultural sensitivity.
	_____ 2.	Utilizes counselor techniques that are sound, appropriate, and research- or experientially-based.
	_____ 3.	Exhibits knowledge of child growth and development, including learning styles.
	_____ 4.	Keeps abreast of and utilizes current guidance and counseling developments and techniques.

C. Demonstrates the Ability to Utilize Group Management Techniques

Comments/Recommendations	Indicators	
	_____ 1.	Uses time effectively
	_____ 2.	Specifies expectations for group behavior.
	_____ 3.	Encourages active participation.
	_____ 4.	Maintains momentum of presentation.
	_____ 5.	Provides feedback that is constructive.
	_____ 6.	Demonstrates non-verbal behavior that shows interest.

D. Shows Sensitivity to Student Needs by Maintaining a Positive School Climate

Comments/Recommendations	Indicators	
	_____ 1.	Establishes/maintains rapport with students.
	_____ 2.	Establishes climate of courtesy and respect.
	_____ 3.	Holds reasonable expectations for student social/academic behavior.
	_____ 4.	Demonstrates enthusiasm for student performance or involvement.
	_____ 5.	Reinforces/rewards appropriate social/academic behavior.
	_____ 6.	Treats all students fairly.

Satisfactory teaching behaviors were demonstrated: _____ yes _____ no If no, date Success Plan conference scheduled: ____
*Post-observation conference must be scheduled within ____ days of observation.

_____ _____
Signature of Counselor / Date Signature of Observer / Date

SCHOOL COUNSELOR PROFESSIONAL BEHAVIORS INSTRUMENT (SCPBI)

School Counselor (name) _____

School (name) _____ Reviewer _____

E. Demonstrates Ability to Assess Student/Program Needs for Academic Support

Comments/Recommendations	Indicators	
	_____ 1.	Takes students' interests, needs, and abilities into account when helping them formulate plans for the future.
	_____ 2.	Demonstrates understanding of equity/inclusion for under-represented students in rigorous course work.
	_____ 3.	Uses data to affect change.
	_____ 4.	Advocates for an optimum testing environment.
	_____ 5.	Demonstrates knowledge and ability to properly interpret standardized test results.
	_____ 6.	Provides consultation to parents and teachers with regard to meeting needs of students.
	_____ 7.	Assists in the formulation of instructional support strategies.

F. Demonstrates Ability to Communicate Effectively

Comments/Recommendations	Indicators	
	_____ 1.	Is readily accessible to students, teachers, parents, and administrators.
	_____ 2.	Shares information with students, teachers, parents, and administrators through individual consultation, presentations, and supplementary materials.
	_____ 3.	Facilitates communication among students, parents, school personnel, and community resources.
	_____ 4.	Uses effective and correct oral and written communications.
	_____ 5.	Demonstrates social advocacy skills, i.e., effective voice in challenging the status quo in systems where inequities impede students' academic success.
	_____ 6.	Responds promptly and appropriately to parental concerns.

G. Demonstrates Willingness to Assume General Professional Responsibilities

Comments/Recommendations	Indicators	
	_____ 1.	Adheres to school and district policy.
	_____ 2.	Maintains accurate records.
	_____ 3.	Indicates and conducts parent-teacher conferences to report student progress according to school board policy.
	_____ 4.	Exercises due care of equipment under his/her care.

H. Demonstrates a Commitment to Professional Growth

Comments/Recommendations	Indicators	
	_____ 1.	Continues to pursue professional growth and development through workshops, seminars, college course work, and/or other professional activities.
	_____ 2.	Participates in school and/or district committees.

I. Shows Evidence of Professional Characteristics

Comments/Recommendations	Indicators	
	_____ 1.	Demonstrates initiative and assumes responsibility.
	_____ 2.	Demonstrates behaviors reflecting dignity and worth of people.
	_____ 3.	Exercises good judgment.
	_____ 4.	Maintains confidentiality.
	_____ 5.	Maintains good attendance.
	_____ 6.	Is punctual.
	_____ 7.	Maintains professional appearance.
	_____ 8.	Exercises emotional self-control.
	_____ 9.	Accepts evaluation and redirection and makes necessary changes or adjustments.
	_____ 10.	Acts as student advocate.

_____ _____

Signature of Reviewer / Date Signature of Counselor / Date

09/08

Name of School Counselor: _____
School: _____
Principal: _____

Period Covered by this report: From: _____ To: _____

Year of Assignment: _____

Grade Assignment: K-6 7-12

Certification Status:

Contact Status:

School Counselor Evaluation Document

The following rubric was designed by administrators and non-teaching professionals based on research in the field of Teacher Evaluation and based on the specific needs of educators. It meets the criteria of providing a meaningful tool for the assessment and measurement of teaching. It addresses five domains of Professional Practice:

1. *Content Knowledge*
2. *Ethical Standards and Professional Practices*
3. *Service Delivery*
4. *Knowledge of Student Development*
5. *Communication Skills*

The Rating Scale is: **Unsatisfactory** **Meets Standards** **Above Standard**

SUMMARY EVALUATION FOR SCHOOL COUNSELORS

I. CONTENT KNOWLEDGE: Demonstrates thorough knowledge of his/her discipline

Element	Unsatisfactory	Meets Standards	Above Standard
Professional Knowledge	School counselor displays limited understanding of professional knowledge and has difficulty applying that knowledge to meet students' needs.	School counselor displays knowledge of professional field and effectively applies practices to meet the students' needs.	School counselor displays an extensive knowledge of professional field and skillfully applies expertise to meet students' needs.
Use of Technology	School counselor fails to explore and evaluate technology resources to promote Academic, Social – Emotional, and Career Student Growth.	School counselor often explores and evaluates technology resources to promote Academic, Social – Emotional, and Career Student Growth.	School counselor consistently explores and evaluates technology resources to promote Academic, Social – Emotional, and Career Student Growth.
Professional Growth	School counselor seeks little or no additional professionally related knowledge.	School counselor demonstrates continuing search for new knowledge and utilizes the knowledge with students.	School counselor demonstrates extensive search for new knowledge and utilizes information with students and shares information with staff.

In the area of **Content Knowledge,** your rating is: **Unsatisfactory** **Meets Standards** **Above Standard**

II. ETHICAL STANDARDS AND PROFESSIONAL PRACTICES

Element	Unsatisfactory	Meets Standards	Above Standard
Knowledge of The American School Counselor Association Code	School counselor does not adhere to the ethical standards of the counseling profession.	School counselor adheres to the ethical standards of the counseling profession.	School counselor displays an extensive knowledge of ethical standards and skillfully applies them to meet students' needs.
Laws, Policies, and Procedures governing school administration	School counselor fails to follow laws, policies, and procedures governing building level counseling.	School counselor follows laws, policies, and procedures governing building level counseling.	School counselor follows laws, policies, and procedures governing building level counseling, and is proactive in working to modify policies as the need arises.
Sharing of non-confidential information	School counselor fails to share appropriate non-confidential information with staff/teacher teams to further student achievement.	School counselor shares appropriate non-confidential information with staff/teacher teams to further student achievement.	School counselor takes a proactive role in sharing appropriate non-confidential information with staff/teacher teams to further student achievement.

In the area of **Ethical Standards and Professional Practices,** your rating is: **Unsatisfactory** **Meets Standards** **Above Standard**

III. SERVICE DELIVERY: Demonstrates appropriate preparation employing the necessary practices to support service delivery.			
Element	**Unsatisfactory**	**Meets Standards**	**Above Standard**
Preparation	School counselor's goals are not clear and do not reflect individual student needs or recent professional research. The service delivery has an unclear structure.	Most of school counselor's goals are clear and reflect individual student needs as well as recent professional research. The service delivery has a clearly defined structure.	All of school counselor's goals are clear and reflect individual student needs as well as recent professional research. The service delivery has a clearly defined structure and allows for differentiation.
Directions and Procedures Structure and Pacing Activities	School counselor's choice and delivery of content is inappropriate in terms of students' needs. Structure, pacing, and directions are ineffective.	School counselor's choice and delivery of content is appropriate in terms of students' needs. Structure, pacing, and directions are effective.	School counselor's choice and delivery of content promotes independent learning and enables the student to generalize skills.
Quality of Questions	The questions were not designed in order to progress towards the service goal.	Most questions are designed to progress towards the service goal and provide adequate time for student to respond.	The questions are uniformly designed to progress towards the service goals and students become active participants in their own growth by formulating questions.
Feedback to Students	Feedback is either not provided or does not facilitate progress towards the desired goal.	Feedback is consistently provided in a timely manner and facilitates progress towards the desired goal.	Feedback is consistently provided in a timely manner and facilitates progress towards the desired goal. Students generalize the feedback in a variety of settings.
Monitors and Adjusts Intervention Strategies and Material to Meet Individual Needs	School counselor has difficulty monitoring or adjusting established strategies, materials and/or instruments to meet the changing needs of the student.	School counselor effectively monitors or adjusts established strategies, materials, and/or instruments to meet the changing needs of the student.	School counselor consistently and effectively adapts intervention procedures to accommodate the changing needs of the students. School counselor also makes maximum use of all available resources to provide for unique situations.

In the area of **Service Delivery,** your rating is: **Unsatisfactory** **Meets Standards** **Above Standard**

IV. KNOWLEDGE OF STUDENT DEVELOPMENT: Demonstrates knowledge of student development, and an appreciation of diversity.

Element	Unsatisfactory	Meets Standards	Above Standard
Identifies and utilizes student strengths	School counselor focuses on weaknesses.	School counselor utilizes students' strengths in order to provide interventions and accommodations.	School counselor helps the student understand his/her strengths and to utilize them.
Knowledge of Characteristics of Age Group	School counselor displays minimal knowledge of development characteristics of age group.	School counselor displays understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	School counselor displays thorough knowledge of typical developmental characteristics of age group, exceptions to the pattern, and the manner with which each student functions within his/her developmental stage.
Developing appropriate plan	Goals are developmentally inappropriate, are unclear, and not suitable. Interaction does not reflect diversity of student needs and abilities.	Goals are appropriate, clear, and suitable. Interaction reflects several types of learning with an understanding of student needs and diversity.	Goals are valuable, related to students, and clear. Interaction reflects multiple types of learning with a clear understanding of the diverse needs and abilities of students.
Knowledge of students	School counselor's performance reflects minimal awareness of learning styles, modalities, and multiple intelligences.	School counselor's performance reflects a solid understanding of learning styles, modalities, and multiple intelligences. School counselor differentiates approaches to meet the diverse needs of multiple levels of students.	School counselor's performance reflects fully differentiated services. School counselor is knowledgeable about students' interests, skills, and approaches to learning.

In the area of **Knowledge of Student Development,** your rating is: **Unsatisfactory** **Meets Standards** **Above Standard**

V. COMMUNICATION SKILLS: Demonstrates the ability to effectively communicate with staff, students, and parents.

Element	Unsatisfactory	Meets Standards	Above Standard
Communication with students	School counselor communicates messages to students without considering students' individual needs; interactions are sarcastic, negative, and/or contain inappropriate comments.	School counselor clearly and effectively communicates messages to students, including modifying presentation based on students' needs; interactions indicate general caring and respect.	School counselor clearly and effectively communicates messages to students, including modifying presentation based on students' needs; interactions demonstrate genuine caring, and respect resulting in apparent student improvement.
Consults with colleagues regarding students' programs, needs, and services	School counselor vaguely communicates information to colleagues without being aware and sensitive to various perspectives and expertise.	School counselor adequately communicates information to colleagues and is aware of various perspectives and expertise.	School counselor succinctly and accurately communicates information to colleagues and is aware and sensitive to various expertise.
Consults with administration regarding students' programs, needs, and services	School counselor does not take initiative in sharing information with administrators. School counselor also vaguely articulates information.	School counselor is proactive and takes initiative in sharing information with administrators. School counselor adequately communicates information.	School counselor is consistently proactive and takes initiative in sharing information and presents useful strategies with administrators. School counselor thoroughly communicates information.
Communication with parents	School counselor vaguely communicates information to parents without being aware and sensitive to their perspectives.	School counselor adequately communicates information to parents and is aware of their perspectives and emotions.	School counselor succinctly and accurately communicates information to parents and is aware and sensitive to their perspectives and emotions.
Educates others in regards to various disabilities and strategies	School counselor does not take initiative in regards to sharing expertise with school personnel.	School counselor takes initiative in regards to sharing expertise with school personnel.	School counselor takes initiative in regards to sharing expertise and then assist with continual implementation.
Articulates information about students in writing	School counselor vaguely and inaccurately communicates strengths and weaknesses of students.	School counselor clearly and accurately analyzes the students' strengths and weaknesses and is able to articulate the ideas in writing.	School counselor clearly and accurately analyzes the students' strengths and weaknesses and is able to articulate the ideas in writing. The school counselor also demonstrates sensitivity and adjusts format to address the audience.

In the area of **Communication Skills,** your rating is: **Unsatisfactory** **Meets Standards** **Above Standard**

Statement of Evaluated Counselor:
I have read the foregoing report. I understand that a copy of it will be placed in my professional file.

Signature of Counselor: _____

Signature of Evaluator(s): _____

_____

Position: Principal Assistant Principal **Date:**

Side Letter

The parties agree that they will create a formal document outlining the District's process which includes, among other things, student disciplinary timeframes, communication procedures, and points of contact throughout the disciplinary process. Administration will seek input from the Association in creating the document.

Side Letter: MTSS

The parties agree that Administration and Association leadership will meet periodically during the 2025-26 school year to discuss MTSS interventions and ways to support students and staff through the intervention process.