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STATE EMPLOYMENT
RELATIONS BOARD

COLLECTIVE BARGAINING AGREEMENT

2011 OCT 24 P 12:42

BETWEEN

WESTERN RESERVE EDUCATION ASSOCIATION

2011 OCT 24 P 12:42

STATE EMPLOYMENT
RELATIONS BOARD

AND THE

WESTERN RESERVE BOARD OF EDUCATION

JULY 1, 2011 THROUGH JUNE 30, 2013

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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, and LD tutors. Excluded from this definition shall be all substitutes, the technology coordinator (eff. 6/30/09), 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 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 by district mail courier 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 O.R.C. 4117.10(B). In the event the Board fails to act within thirty (30) days on the tentative agreement under the provisions of O.R.C. 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 effect 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. Within thirty (30) days after this agreement is signed, a sufficient number of copies of this Agreement shall be ordered. 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. The Association shall be forwarded one (1) copy of the Agreement for each bargaining unit employee plus five (5).

- D. 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 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 self-contained classroom will be thirty (30) pupils. The maximum number of students in a self-contained primary classroom (K-2) shall be twenty-five (25). The Board will give special consideration for classroom assistance when the maximum number of students is exceeded. 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 regards 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 Planning Time/Daily Minimum/Emergency Substitution/Scheduling of Classes Between Buildings

- 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 dollars (\$20) per hour, prorated based on the length of the 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.

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. BAC meetings for elementary buildings shall be voluntary.

To provide for teacher input into the building level decision-making process, each building will have an 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.
- 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 the 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 with the superintendent to discuss Association recommendations 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.

3.10 Reduction In Force

If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 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 seniority and contract status within areas of certificate/license.

- 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 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 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 June 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, 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. Reasons for non-renewal of a teacher's contract shall be clearly stated and given to the teacher by the principal or superintendent in writing as to why said principal or superintendent intends to recommend the teacher's contract not be renewed.

Recommendation for non-renewal shall be for cause.

- B. 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.
- C. 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.
- D. 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.
- E. The hearing shall be private.
- F. Within five (5) calendar days after the hearing with the Board of Education, the teacher will be apprised of his/her status.
- G. Failure to observe the provisions of this Agreement shall deem such teacher to be re-employed for the succeeding year.

3.13 Teacher Evaluation

- A. Evaluation of a teacher is continuous and includes performance within the classroom as well as outside the classroom as it relates to the school environment.
- B. Two (2) classroom observations for evaluation will be the minimum requirement for all teachers whose contracts end at the conclusion of the school year. At least one (1) of the two (2) classroom observations will be conducted by the building principal. For teachers whose contracts do not end at the conclusion of the school year, a minimum of one (1) evaluation will be made.
- C. A written review will be completed following each observation and shall be used during a required evaluator-teacher conference. This conference will be held within four (4) days of the visitation, excluding holidays, vacation days, weekends or absence by either teacher or evaluator. At this conference specific strengths and weaknesses as noted on the written review will be discussed with the teacher. Written suggestions for correcting weaknesses will be recommended at this conference.

The teacher shall sign the written review at the time of the conference to indicate that the conference was held. The teacher may make any comments desired on a separate sheet of paper that shall be returned and attached to the written review within four (4) days following the post-conference, excluding holidays, vacation days, weekends or absence by either the teacher or the evaluator.

- D. Evaluations/observations, except as otherwise noted in this Article, will be conducted by either supervisors from the county office who bear the proper certification, the superintendent, or building principal.
- E. An evaluation will be completed by the building principal for each teacher prior to April 1. This evaluation, accompanied by copies of all written materials relevant to current evaluations, will be forwarded to the superintendent.
- F. All evaluations shall be recorded on the forms approved by the Board and WREA. This evaluation form shall be used for all teachers with the exceptions of the guidance counselor(s) and technology coordinator. If the evaluation form(s) for these positions are completed by September 15, 2008, they shall be in effect for the 2008-2009 school year. If not completed by this date, the new form(s) shall be in effect for the 2009-2010 school year. The new forms shall be jointly developed by the Board and Association.
- G. This Article shall supersede the procedures for evaluations set forth in RC 3319.111.
- H. Within thirty (30) days of contract ratification, a joint Association and Administrative Committee will be formed to study professional improvement and evaluation procedures for all non-classroom certified/licensed staff. The Committee shall issue its report within ninety (90) days. Any changes to current negotiated procedures shall be ratified in accordance with Section 6.04 of this Agreement. The Committee shall be comprised of a librarian, a technology coordinator, a guidance counselor, and one (1) administrator per building.

3.14 Smoke-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.

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:

1 to 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 Program (LDL) 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 3.10, Transfers and Assignments, of the Collective Bargaining Agreement.
- D. The evaluation of Western Reserve teachers of LDL courses shall be in accordance with Section 3.12, Teacher Evaluation, 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.

3.21 Mentoring Program

The parties agree to meet in school year 2011-12 to modify/alter the mentoring program language to reflect ODE mandated changes. The newly developed provision will be presented to the Board and Association via Memorandum of Understanding for ratification by their respective parties.

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, 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.

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) per hour, up to six hundred dollars (\$600) 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 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.

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.

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.
 - 3. The enrollment of dependents in the five (5) day kindergarten class shall be contingent and subject to any retention placement.
- 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 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 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 employees in the building have already been approved for personal leave, the employees may confer with one another to determine which three 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 weeks of school and the last two weeks of school. No employee shall be granted a personal day the day before or the day after a scheduled holiday to extend a personal or family vacation. Under no circumstance may personal leave be used in lieu of professional leave for athletic events/clinics unless a Western Reserve team is participating.

- 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 of the following options:
 - 1. The member may elect to be paid for the unused personal day(s) at the rate of \$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 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.

4.02 Sick Leave

- 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 forty-eight (248) 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. Effective with the 1998-99 school year, 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 forty-eight (248) 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 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, 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 Sections 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), 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). 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 maternity leave for absence related to the birth/adoption of a child. Sick leave, if available, may be used for this purpose. The six (6) calendar weeks of maternity 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 (July 1 through June 30). 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 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 develop a plan for a sick leave bank, subject to the following expectations of the Board:
 - 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.
- B. The Association will present a plan to the Board by December 1, 2006, which will be reviewed by the Board. The plan shall be subject to ratification by both parties in compliance with Section 6.04.

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

Effective with the 1994-95 school year, all LD tutors shall be properly placed on the salary schedule based on training and Western Reserve experience.

The salary index is attached as Appendix A.

The BA Step 0 salary shall be \$31,476 effective July 1, 2011 through June 30, 2013, and newly hired teachers shall be placed at their appropriate experience level. First year teachers without experience shall start at Step 1 and remain at Step 1 for two (2) years.

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. With the exception of newly-hired employees, if an employee desires to receive paper pay statements during the summer break, the employee must provide a number of self-addressed stamped envelopes to the treasurer's office equal to the number of pay statements issued during summer break (as directed by the treasurer) prior to the last day of the school year. All newly-hired employees will receive their pay statements via electronic mail for the entire calendar year.
- D. If the employee wishes to change deposit information, he/she must notify the treasurer no later than one 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 FPCE 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. 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.

- 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.

This provision will become effective with the 1991-92 school year.

5.04 Extended Contracts

- A. The Board of Education agrees to issue extended contracts for the elementary and high school librarians and the elementary counselor. This extension shall be one (1) week (5 days) immediately prior to the opening of school and one (1) week (5 days) immediately after the closing of the school.

Week before (not to include Wednesday, the week before school starts).

Week after (not to include the last teacher workday).

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 on or after July 1, 1998 shall be on a per diem basis. All extended service compensation for employees receiving extended service during the 1997-98 school year shall continue to be on a proportional basis to a regular school year of thirty-six (36) weeks (e.g., four (4) weeks of extended service shall be compensated as one ninth (1/9) of the employee's pay for an entire school year).

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 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. All supplementals will be paid two times a year--at mid-season for those supplementals that are athletic and mid-year for academic; and at the end of the season and end of the school year for athletics and academics, respectively.
- 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. Effective August 2012, a committee will be formed to study the supplementary salary schedule. The committee will work to determine what if any changes need to be made to the salary schedule. The work of the committee will be completed prior to the commencement of the 2012 negotiations. The committee report will be used to guide proposed changes in supplementals.

The committee that will be formed to do the study of supplementals will also review the method of payments for supplementals.

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 twenty-five dollars (\$125.00) 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 twenty-five dollars (\$125.00) providing superintendent approval on the request.

5.08 College Reimbursement

Any bargaining unit member who earns college credit shall be granted tuition reimbursement pursuant to the provisions of this Article. 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 \$20,000.00 for tuition reimbursement per year. Unused appropriations shall be rolled over to the following year up to a maximum cap of \$25,000.00. Tuition reimbursement shall be based solely on the completion date of the course work. The tuition reimbursement fund will be divided as follows:

<u>Course work completion period</u>	<u>Percentage of fund total</u>	<u>Evidence of course work completion period</u>	<u>Paid by</u>
June-August	60%	September 30	October 31
September-December	20%	January 31	February 28
January-May	20%	June 30	July 30

All bargaining unit members wishing to be granted reimbursement must complete an application and submit it to the treasurer 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 three hundred dollars (\$300.00) per semester hour and two hundred dollars (\$200.00) 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.

Bargaining unit members will be reimbursed an amount calculated in accordance with the following formula:

Tuition fund (per period) divided by the total number of semester hours (or equivalent quarter hours) taken by all eligible bargaining unit members multiplied by the number of reimbursable hours taken by each eligible bargaining unit member.

In no case shall an employee be paid more than the actual cost of the course. After appropriate reimbursement, if money is left in the fund after the June-August or September-December completion period, the money in the fund shall carry over to the next period. Money remaining in the fund following payment for the January-May period shall carry over to the next fiscal year up to a maximum cap of \$25,000.00.

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 or retire from the Western Reserve School District the school year following reimbursement. If a bargaining unit member retires or resigns the school year following reimbursement, the amount of tuition reimbursed shall not be paid or shall be deducted from the bargaining unit member's final pay check.

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 ($\frac{1}{4}$) the value of his accrued, but unused sick leave credit up to a maximum of sixty-two (62) days. If an employee dies before retirement, severance pay shall be paid in cash to the employee's estate for one-fourth ($\frac{1}{4}$) the value of his/her accrued, but unused sick leave credit up to a maximum of sixty-two (62) 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.

5.10 Insurances

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. Effective October 1, 2011, the employee monthly contribution for hospitalization will be \$40.00 per month for single coverage and \$80.00 per month for family coverage.
 - c. Five hundred dollars (\$500.00) 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
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Materials

Lenses:

Single Vision	\$25.00
Bifocals	\$40.00
Trifocals	\$50.00
Lenticular	\$80.00

Frames:	\$25.00
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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. If the plan administrator does charge a fee for the Board-funded account, the Board shall pay the fee.

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 Retirement Incentive

A. Employees who are eligible to retire and who elect to retire during the summer immediately following their first year of eligibility shall be entitled to a one-time cash payment of ten thousand dollars (\$10,000.00). This payment shall be in addition to any severance pay to which the employee is otherwise entitled.

B. For purposes of this provision, "eligible to retire" shall mean thirty (30) years of service as recognized by the State Teachers Retirement System (STRS).

Employees who otherwise meet STRS eligibility but who do not have thirty (30) years of service may elect to retire, but are not required to do so, and will be deemed eligible to receive this retirement incentive payment at the time of retirement.

- C. Eligible employees shall submit in writing to the Board treasurer by April 1 of their first year of eligibility their intent to retire in order to be eligible for this incentive.

5.14 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.

5.15 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.

5.16 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 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

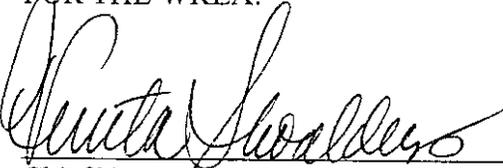
- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the UEP, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member shall be required to subsidize partisan political 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, 2011, and shall remain in full force and effect through June 30, 2013, both dates inclusive.

FOR THE WREA:



 Chief Negotiator
 SERB Agent of Record

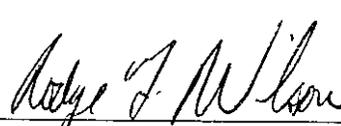


 WREA President

FOR THE BOARD:



 President, WR Board of Education



 Superintendent

WESTERN RESERVE LOCAL SCHOOL DISTRICT

SALARY INDEX

	<u>BACHELOR</u>	<u>150</u>	<u>MASTER</u>	<u>MA+15</u>
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STEP 2	1.1236	1.1757	1.2485	1.3005
STEP 3	1.1652	1.2225	1.3005	1.3525
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STEP 6	1.2901	1.3629	1.4566	1.5086
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STEP 15	1.6646	1.7843	1.9247	1.9768
STEP 18	1.7063	1.8311	1.9768	2.0288
STEP 21	1.7479	1.8779	2.0288	2.0808
STEP 24	1.7895	1.9247	2.0808	2.1328
STEP 27	1.8311	1.9716	2.1328	2.1848

APPENDIX B

WESTERN RESERVE LOCAL SCHOOL DISTRICT

SALARY SCHEDULE EFFECTIVE JULY 1, 2011

STEPS	<u>BACHELOR</u>	<u>150</u>	<u>MASTER</u>	<u>MA+15</u>
0	\$31,476	\$34,057	\$36,021	\$37,661
1	\$34,057	\$35,530	\$37,661	\$39,298
2	\$35,366	\$37,006	\$39,298	\$40,935
3	\$36,676	\$38,479	\$40,935	\$42,571
4	\$37,988	\$39,952	\$42,571	\$44,208
5	\$39,298	\$41,426	\$44,208	\$45,848
6	\$40,607	\$42,899	\$45,848	\$47,485
7	\$41,917	\$44,372	\$47,485	\$49,121
8	\$43,226	\$45,848	\$49,121	\$50,758
9	\$44,535	\$47,321	\$50,758	\$52,395
10	\$45,848	\$48,794	\$52,395	\$54,035
11	\$47,157	\$50,267	\$54,035	\$55,672
12	\$48,467	\$51,740	\$55,672	\$57,308
13	\$49,776	\$53,213	\$57,308	\$58,945
14	\$51,086	\$54,690	\$58,945	\$60,582
15	\$52,395	\$56,163	\$60,582	\$62,222
18	\$53,707	\$57,636	\$62,222	\$63,859
21	\$55,017	\$59,109	\$63,859	\$65,495
24	\$56,326	\$60,582	\$65,495	\$67,132
27	\$57,636	\$62,058	\$67,132	\$68,769

Note: Those employees who will not advance vertically (due to experience) on the salary schedule in 2011-12 or 2012-13 will receive an additional \$500.00 in compensation each year.

WESTERN RESERVE LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE

POSITION	LEVEL 1	LEVEL 2	LEVEL 3
	% 0-1	% 2-3	% 4
Faculty Manager	10	10.75	11.50
Head Football	19	19.75	20.50
Varsity Assistant (2)	12	12.75	13.50
Reserve (2)	10	10.75	11.50
Freshman (2)	8	8.75	9.50
Jr. High (3)	6	6.75	7.50
Head Basketball (Boys)	19	19.75	20.50
Asst. Basketball Coach (Boys)	6	6.75	7.50
Reserve	10	10.75	11.50
Freshman	8	8.75	9.50
8th Grade	6	6.75	7.50
7th Grade	6	6.75	7.50
Head Basketball (Girls)	19	19.75	20.50
Asst. Basketball Coach (Girls)	6	6.75	7.50
Reserve	10	10.75	11.50
Freshman	8	8.75	9.50
8th Grade	6	6.75	7.50
7th Grade	6	6.75	7.50
Head Volleyball	15	15.75	16.50
Asst. Volleyball Coach	6	6.75	7.50
Reserve	10	10.75	11.50
Freshman	8	8.75	9.50
8th Grade	6	6.75	7.50
7th Grade	6	6.75	7.50
Head Wrestling	15	15.75	16.50
Reserve	10	10.75	11.50
Freshman	10	10.75	11.50
Middle School (2)	8	8.75	9.50
Head Cross Country	11	11.75	12.50
Varsity Assistant	7	7.75	8.50
Head Track	15	15.75	16.50
Reserve (2)	7	7.75	8.50
Jr. High (3)	6	6.75	7.50
Head Baseball	13	13.75	14.50

POSITION	LEVEL 1	LEVEL 2	LEVEL 3
	% 0-1	% 2-3	% 4
Reserve	9	9.75	10.50
Freshman	7	7.75	8.50
Head Softball	13	13.75	14.50
Reserve	9	9.75	10.50
Freshman	7	7.75	8.50
Weight Room Supervisor	6	6.75	7.50
Cheerleading Advisor H.S. Football	5.50	6.25	7.00
Cheerleading Advisor H.S. Basketball	5.50	6.25	7.00
Cheerleading Advisor M.S. (Football & Basketball)	5	5.75	6.5
Wrestlerette Advisor	2.50	3.25	4
Marching Band	12	12.75	13.50
Pep Band	2.75	3.50	4.25
Jazz Band	2.75	3.50	4.25
Flag Corps	2	2.75	3.50
Vocal Music H.S./M.S.	5.50	6.25	7
Vocal Music Elem. (prorated by the percentage of performances)	3	4.5	6
Drama ¹	2.50	3.25	4
9th Grade (2) Class Advisors	1	1.75	2.50
10th Grade (2) Class Advisors	1	1.75	2.50
11th Grade (2) Class Advisors	2	2.75	3.50
12th Grade (2) Class Advisors	1	1.75	2.50
Student Council - H.S.	4.50	5.25	6
Student Council - M.S.	4.50	5.25	6
Student Council - Elementary	3	3.75	4.50
National Honor Society	1	1.75	2.50
Academic Advisor H.S. (2)	4.50	5.25	6
Academic Advisor M.S.	3	3.75	4.50
Academic Advisor Elementary	3	3.75	4.50
Lead Mentor	4	-	-
Mentor – EYT	3	-	-
Mentor – NTDT	1.50	-	-
Art Club	1	1.75	2.50
French Club	1	1.75	2.50
Spanish Club	1	1.75	2.50
FCCLA (2)	4.50	5.25	6
Yearbook/Newspaper – H.S.	10.50	11.25	12
Newspaper – M.S.			
M.S. Yearbook Advisor	4.50	5.25	6
Young Authors (2)	1.00	-	-
Destination Imagination	4	4.75	5.50
Winter Dance Team	3.5	4.25	5
Fall Pompom Team	2	2.75	3.5

State, Federal or Grant funded stipends (voluntary participation)

\$20.00/hour

\$100.00/day

Extra Duty Discipline

After School Detention \$9.50/hour

Friday Detention (2:30 – 6:30 p.m.) \$17.00/hour

Home Tutor Rate - \$20.00/hour

¹Contracts for two separate productions may be awarded.

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

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

Western Reserve Local Schools		
A member of		
Medical Mutual	Huron-Erie School Employee Insurance Association	SuperMed Plus*
SuperMed Plus		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family ¹	\$500/\$1,000	\$500/\$1,000
Coinsurance	90%	80%
Coinsurance Maximum – Single/Family ¹	\$500/\$1,000	\$1,000/\$2,000
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,000/\$2,000	\$1,500/\$3,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	\$20 copay, then 80%
Urgent Care Office Visit ²	\$20 copay, then 100%	\$20 copay, then 80%
Routine Services		
Routine Physical Exams (Ages nine and over) ²	\$20 copay, then 100%	\$20 copay, then 80%
Well Child Care Services including Exam, Immunizations and Laboratory Tests (Birth to age nine, limited to a \$500 maximum per benefit period) ²	Exam - \$20 copay, then 100% Immunizations/Labs – 90% - Not subject to deductible	\$20 copay, then 80% Immunizations/Labs – 80% - Not subject to deductible
Routine Mammogram (One per benefit period)	90% not subject to deductible	80% not subject to deductible
Routine Pap Test (One per benefit period)	90% not subject to deductible	80% not subject to deductible
Routine Prostate Specific Antigen (PSA)	90% not subject to deductible	80% not subject to deductible
Routine Endoscopies	90% not subject to deductible	80% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests (Ages nine and over)	90% not subject to deductible	80% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical & Occupational Therapy – Facility and Professional (40 visits combined per benefit period)	90% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room ³	75% copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$75 copay, then 90%	\$75 copay, then 80%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period) ⁵	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	80% after deductible
Human Organ Transplants	90% after deductible	80% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	80% after deductible
Ambulance – air if medically necessary	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Home Healthcare	90% after deductible	80% after deductible
Hospice Services	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (31 days per benefit period; Substance Abuse limited to 3 admissions per Lifetime)	90% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	50% after deductible	50% after deductible

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.

¹Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵An 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.

Western Reserve Local Schools		
A member of		
MEDICAL MUTUAL		
Huron-Erie School Employee		
Insurance Association		
Prescription Drug Program		
Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program		
Generic Copayment	\$10	30
Brand Name Copayment	\$25	30
Home Delivery Program		
Generic Copayment	\$20	90
Brand Name Copayment	\$50	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.

- Oral Contraceptives are covered
- 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

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.

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