10-24-12
10-MED-03-0362
1258-01
K27036

MEMORANDUM OF AGREEMENT

This Agreement entered into this 16th day of January, 2012 by and between the Board of Education of Willoughby-Eastlake City School District, by and through its Superintendent and Treasurer, and the Willoughby-Eastlake Teachers Association, by and through its president, vice-president and labor relations consultant, and the Willoughby-Eastlake Classified Professionals, by and through its president, vice-president and labor relations consultant.

In an effort to help address the perilous financial situation faced by the Willoughby-Eastlake Schools, the Board and WETA and the Board and WECP agree as follows:

1. **Health Insurance** -- Effective for the balance of the 2011-12 school year, insurance contributions for members of WECP shall continue without change.

-- Eff ective **April 1**, 2012 monthly health insurance contributions toward the premium cost of medical, drug, dental and vision coverage for members of WETA shall be:

Single -- $75
Single +1 -- $150
Family -- $293

-- Effective July 1, 2012 through June 30, 2013, monthly insurance premium contributions for medical, drug, dental and vision coverage for members of WETA and WECP shall be:

Single -- $75
Single +1 -- $150
Family -- $293

Effective July 1, 2013 for both WECP and WETA the employee premium contributions for medical, drug, dental and vision coverages shall be:

Single -- $82
Single +1 -- $165
Family -- $313

The following adjustments shall be implemented effective April 1, 2012 or, for changes which require activity by the carrier, as soon thereafter as the change may be implemented by the carrier:

-- Eliminate "double" waiver payments where both spouses are Board employees and are on health insurance programs.

-- Increase drug insurance co-pays and deductibles based on generic/preferred brands/non-preferred brands:

-- **Retail:** $10/$30/$45; **Mail Order:** $10/$75/$112.50

-- Add coverage management programs (including step therapy, drug quantity management and prior authorization).

-- Eliminate Bariatric surgery.

-- Change deductibles, emergency room charges, co-insurance, and physician visit co-pays as follows:

Deductible -- network: single $500.00, family $1,000.00; non-network: single $1,000.00, family $2,000.00;

emergency room co-pay $100.00;

co-insurance -- network 90%; non-network 70%; co-insurance maximum -- network: single $500,00, family $1,000.00; non-network single $1,000.00, family $2,000.00;

out of pocket maximum (deductible plus co-insurance maximum) annual network $1,000.00 single, $2,000.00 family; non-network single $2,000.00, family $4,000.00;

office visit co-pay -- $25.00 primary care physician, $35.00 specialist

-- Revise **working spouse** provision to require that any spouse eligible for coverage through her/his employer or retirement plan provider must obtain primary coverage through the carrier of the spouse. (If for some reason the employee's spouse is not eligible for her/his employer's health care for the 2011-12 school year, the

employee's spouse would stay on the Willoughby-Eastlake plan until the end of the 2011-12 school year, June 30, 2012.)

-- Any employee who opts out of the Board's health insurance plan during the 2011-12 school year shall be eligible to receive a pro rata share of the waiver payments paid to employees who elect out of health care for a full school year.

2. **Wages**:

-- There shall be no increase in base salaries for the 2012-13 **and 2013-14** year.

-- Eliminate experience step movement for the 2012-13 school year **for WETA and WECP but allow longevity movement for WECP for 2012-13 and 2013-14;** resume experience step movement **for WECP and WETA** for the 2013-14 school year.

(2) Furlough Days: All certificated shall do the following:

Last day of the school year for the 2012-13
Last day of the school year for the 2013-14

If staff can get their close-out duties accomplished prior to this last day, then they do not have to report on the last day.

3. **Retirement Incentive**:

A retirement incentive shall be offered to teachers and members of WECP earlier eligible to participate in their respective retirement incentive programs and who determined to by-pass such participation. Retirement incentive plans for such individuals will be implemented for retirements to be effective with the close of the 2011-12 school year, June 30, 2012, without regard to the number of teachers or members of WECP electing to participate:

1. Teachers previously who were eligible to retire who did not retire and receive the benefits of any of the prior plans may submit a written notice of their irrevocable intention to resign for purposes of retirement effective at the last teacher work day of the 2011-12 school year. The notice must be submitted by February 15, 2012.

2. The total amount of the incentive for such retirement by a member of WETA shall be $30,000, which incentive money shall be paid out to retiring teachers in five equal installments commencing on or about July 1, 2013 and each subsequent July 1 through July 1, 2017. Any severance monies due to such retiring teachers likewise shall be paid in equal installments over that five year period on July 1 of each year over that five year period.

2. Members of WECP previously eligible to retire who did not retire and receive the benefits of any of the prior plans may submit a written notice of their irrevocable intention to resign for purposes of retirement effective June 30, 2012. The notice must be submitted by February 15, 2012.

3. The total amount of the incentive to a member of WECP eligible for such retirement shall be $2500 plus 50% of the accumulated sick leave, to a maximum of 130 days of severance.

4. All notifications for retirement purposes must be submitted on or before February 15, 2012.

ARTICLE VI

TEACHING LOAD, ASSIGNMENTS, AND CLASS SIZES

C. SECONDARY SCHOOLS (GRADES 6-12)

1. Whenever the sixth grade program at the middle school uses the elementary, self-contained, multiple subject block of time model, the provisions for elementary schools, as provided in Section A of this Article, apply to such programs.

2. Whenever the program at the middle school, including sixth grade, is using the secondary, subject specific model, the provisions under Section B., 2, below, apply.

a. In either model, elementary or secondary, the maximum student contact time for any middle school teacher shall not exceed fourteen hundred sixty (1460) minutes.

b. Middle and high school teachers, including middle school specialists, will have a minimum of two hundred twenty-five (225) minutes (exclusive of passing time) planning/conference time per week.

c. The standard for middle and high schools will be a maximum of one hundred fifty (150) to one hundred sixty (160) students per day within a five (5) period day subject assignment. **For middle and high school teachers with a six (6) period day subject assignment, the maximum number of students per day shall be one hundred seventy (170), provided that non-academic classes such as music and physical education may be higher.** ~~At the middle school, no teacher will be assigned more than thirty-five (35) student contact periods per week in a nine period day, nor more than thirty (30) student contact periods per week in an eight period day. [Board will only agree to a thirty-five (35) period per week assignment if teacher agrees to six (6) teaching assignments.] At the high school, no teacher will be assigned more than five (5) teaching periods per day (25 periods per week), nor more than 30 student contact periods in a~~ week **Beginning with the 2012-13 school year, a high school teacher may be assigned six (6) teaching periods per day and no more than thirty (30) student contact periods per week.**

For the 2012-13 and 2013-14, school years, teachers who are assigned six teaching periods at the secondary level will be paid a stipend of $1,000.00 per semester for such assignment

During the spring of the 2011-12 school year and each spring thereafter, the secondary building administration will send an email and canvas faculty members in each building to determine which faculty members will volunteer to take on a sixth assignment for the following

school year. WETA President shall be copied on the emails. If there are insufficient faculty volunteers, then the secondary administration will make the assignment of sixth teaching periods based on seniority, i.e., teachers with less seniority in the affected area of licensure will receive the sixth assignment first.

The athletic director at the middle schools will not be subject to a sixth teaching assignment. ~~At both middle and high schools, a six (6) teaching period day may be assigned by mutual agreement between the academic teacher and the principal.~~

Trade & Industrial (T&I) instructors at the Technical Center may be assigned six (6) instructional periods or their equivalent blocks of time if the time is required by the state.

In the event that non-equivalent blocks of time are required for student instruction, pay for such contact time shall be prorated on the basis of a 270-minute day of contact time. The resulting factor shall be multiplied by the annual salary of the incumbent teacher to determine the additional pay. The amount of excess contact time and the resulting factor is not guaranteed from year to year. This factor shall not apply to teachers in the nursing program, who shall not be assigned an average over two (2) weeks, more than 270 minutes per day of contact time. Teachers in the nursing program shall not be assigned more than sixty (60) student periods over two (2) weeks.

3. **SECONDARY REGULAR EDUCATION CLASS SIZES.**

a. For staffing purposes, the maximum class size is 32 in grades 6-12. Classes first shall be scheduled near the end of the preceding school year at **three** bel ow these numbers and shall be staffed at those numbers if increasing to the maximum would result in a reduction-in-force at the secondary level. (However, movement of a teacher from one assignment or building to another due to class numbers shall not be considered a reduction-in-force.) A decision to increase the

class size number from **29** for staffing purposes should be made as late as practicable, while still permitting appropriate scheduling of students.

b. One additional student may be assigned to a teacher at the overload pay rate set forth in the Board-WETA Agreement if, as a result, it would otherwise be necessary to employ additional teachers, add to the physical plant or open a closed facility, redistrict attendance zones, form a new class after the first 20 school days of the semester, or move or eliminate an existing program after August 1 of the school year. In addition to being assigned a student, a teacher may voluntarily agree to an overage of one or two students at the overload pay rate.

ARTICLE XIV

ABSENCES AND LEAVES

D. **PERSONAL LEAVE** - All certified personnel shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days are non-accumulative.

Paid personal leave days are **unrestricted. Such personal leave days may not be used consecutively, i.e., only one day at a time. Personal leave cannot be used on the day immediately preceding or the day immediately following a school holiday or break period.** ~~provided for legitimate business, professional, personal, family obligations, and emergencies that an employee encounters which cannot be met outside the regular school day. Typical of these obligations, although not all-inclusive, are court appearances, scheduled medical examinations, religious holidays, graduation exercises, honors convocations honoring the employee or members of his immediate family, and real estate transactions. This provision for paid personal leave is not to be used to extend holidays or recesses, for the pursuit of sporting and recreational interests, hobbies, avocations, other gainful employment, shopping, baby sitting (including grandchildren), such activities as yard maintenance or to attend~~

~~business trips with one's spouse, or to attend a shareholder's/stockholder's meeting.~~

1. Applications for paid personal leave shall, except in emergencies, be made through the teacher's building principal to the Superintendent at least ~~one (1) day~~ **five (5) calendar days** prior to the date of the intended leave on the attached form, Appendix III. Emergency is defined as an urgent matter which requires absence from work.

2. Such requests for single non-consecutive days of personal leave shall be deemed to be automatically granted upon the request being submitted by the teacher. Leave may be used for a portion of the day or by the hour. Requests for personal leave for the day before or after holidays and recesses, **requires specific, advance approval from the building principal *or* Superintendent.** ~~and for two (2) or three (3) consecutive days may require additional, written information to the administration before approval.~~ A teacher who requests to use personal leave for a teacher-parent conference night may be asked for the reason by the building principal, who may grant or deny the request. If the request is granted, the teacher will be charged with the use of ½ personal day.

3. Personal leave utilized in violation of the above standards and criteria shall be the subject of disciplinary action.

4. If an employee does not use a personal leave day, it shall be allowed to convert to a one (1) for one (1) basis to his/her sick leave accumulation–which may increase the permissible accumulation above 260 for severance purposes

5. Two (2) additional days of personal leave will be granted for the sole purpose of observation of recognized religious holidays where observation of that religious holiday requires total abstinence from work by the teacher. In that event, the teacher, through his/her building principal will make arrangements to engage in compensatory professional activities to make up any days in excess of three (3) days of personal leave per year. Said make-up days may be made up in whole or in partial days within the school

year. If at the end of the year, the teacher has unused personal leave days, the religious days will be charged against unused personal leave days at the request of the teacher.

ARTICLE XIX

CONTRACTS

C. **REDUCTION IN STAFF (RIF)**
For the 2011-12 school year reductions in staff to be effective starting with the 2012-13 school year shall be accomplished in accordance with the procedure set forth in the current collective bargaining agreement effective through August 31, 2012. The procedures below shall become effective starting with the 2012-13 school year, provided that the limitation on layoff of teachers set out in paragraph 5 (d) below shall apply starting with the 2011-12 school year and shall expire as of June 30, 2014.

1. **SCOPE OF PROCEDURE** - The following procedure shall govern a planned reduction in the number of certified/licensed staff when the Board decides that it will be necessary to reduce the number of teachers. Such procedures may be subject to revision in order to insure compliance with state and federal laws relating to employment decisions. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to contracts non-renewed for reasons other than a planned reduction in force in accordance with Ohio Revised Code 3319.11 and to teachers who are not members of the bargaining unit.

   Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for reasons other than reduction in force in accordance with Ohio Revised Code 3319.11 or to utilize the procedures provided for in Ohio Revised Code 3319.17.

   The District's decision to provide student coursework through the use of Internet courses and distance learning shall not result in the layoff of these certificated/licensed staff.

2. **ATTRITION** - To the extent possible the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code 3319.11 for reasons other than a planned reduction in force.

3. **LAYOFF**

   a. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment in accordance with Ohio Revised Code 3319.17.

   b. **CRITERIA** - Within each area of certification/licensure affected, reductions not achieved by attrition shall be accomplished first by laying off members of the bargaining unit who do not have continuing contracts and second by laying off **members holding continuing contract in accordance with O.R.C. § 3319.17.**~~continuing contracts~~. A layoff may only be accomplished by contract suspension. Contracts may only be suspended for the reasons set forth in O.R.C. 3319.17. Among members of the bargaining unit within each of these two groups (i.e., the group holding continuing contracts and the groups holding limited contracts in each area of certification/licensure affected), preference shall be given to members of the bargaining unit with greater seniority as defined in Article XX **and in accordance with Revised Code Section 3319.17,** unless the Board clearly demonstrates that it is necessary to resort to other criteria so as to achieve recognized educational goals that could not be met by strict adherence to seniority rights. (Examples of the above might be areas of certification/licensure relating to program needs, retention of particular skills that are needed, and preservation of supplemental duties and extracurricular activities.)

   c. Layoffs shall take effect on the date set forth in the notice of layoff as the effective day, not when the notice of layoff is received.

4. **DISPLACEMENT** - Prior to an actual layoff, a teacher who is subject to layoff in his/her current assignment shall be notified of his/her "displacement (bumping) rights" and given at least five (5) days to exercise them. A copy of the written notice shall be given to the Association at the same time it is submitted to the teacher. A teacher who receives a layoff notice in his/her current certification/licensure area shall have displacement (bumping) rights to displace the least senior teacher in a different certification/licensure area if the teacher being laid off has a valid certificate/license in that area and has greater seniority than the other teacher. The teacher being laid off must either exercise his/her displacement right into the different certification/licensure area within five (5) days or accept layoff and waive any future right to recall in that certification/licensure area.

   A vacancy is always the least senior teacher. Therefore, if there is a single vacancy in the displaced teacher's different certification/licensure area, and he/she is least senior in his/her current certification/licensure area, the teacher shall be transferred to that vacancy (i.e., the least senior teacher) prior to other bidding rights regardless of the vacancy's secondary or elementary status. If there is more than one vacancy, the teacher who is subject to layoff shall be given his/her choice on a seniority preference basis among others seeking the position but must receive a position. The purpose of this paragraph is to avoid the unnecessary displacement (bumping) of another teacher in a layoff situation.

   [If a vacancy exists in the teacher's current certification/licensure area, then the rules under involuntary transfer apply, and no layoff in that certification/licensure area may occur.]

5. **RECALL** - Members of the bargaining unit on continuing contracts shall have recall rights provided in O.R.C. 3319.17**, provided that the period for recall rights shall be five (5) years if the continuing contract holder keeps the Board informed of her/his addresses**.

   Other members of the bargaining unit who keep the Board informed of their addresses shall have recall rights for ~~three (3)~~ **five (5)** school years subsequent to that school year in which the

teacher was laid off. If notification of layoff occurs between school years and is to be effective the beginning of the school year immediately following notification or if the effective date of layoff is the beginning of a school year, that school year will be considered as one of the three for recall eligibility. For purposes of this section, "recall rights" means the right to be offered a position within the member's area of certification(s)/licensure(s) at the time of recall before the position is filled by hiring a person not already employed by the Board or by recalling a member of the bargaining unit with the same contract status and with less seniority in the Willoughby-Eastlake City Schools. Offers shall be made by telephone call, to be confirmed by certified mail. Members of the bargaining unit who do not accept offers of employment within ten (10) days of mailing of such notice shall be deemed to have waived their recall rights. A teacher who is recalled shall resume the contract status, benefits, and rights he/she would be entitled to if there was no interruption in service. (A school year shall end on the last day before the first workday of the next school year.)

Preference shall be given to subject certified/licensed employees for departmentalized subjects at Grades 7 or 8 over K-8 certification/licensure.

a. Certificated/licensed employees who are offered but who decline reemployment for such an opening need not be offered reemployment again in openings which may occur after the certificated/licensed employee's declination of reemployment. A teacher may reject recall to a different certification/licensure area and retain recall to his/her original certification/licensure area. Certificated/licensed employees who are not offered reemployment during such thirty-six (36) month period must make a new application for employment in accordance with established procedures if they desire to be considered for further employment. The rights herein granted to a non-renewed teacher shall be forfeited by the teacher should he or she, (1) waive his or her recall rights in writing, (2) resign, (3) fail to accept recall as provided herein, and (4) fail to report to work in a position that he/she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so

because of physical illness or injuries. If physical illness or injuries prevent the teacher from reporting to work, he/she shall notify the Board in writing within five (5) school days after receipt of notice of recall setting forth the nature of the illness or injury and when he/she will be able to return. No contract shall be issued until the first day the teacher reports to work. Teachers who accept or reject part-time employment shall not forfeit their rights to reemployment as regular full-time employees under Section 3., e.

b. Teachers on the recall list will be eligible to retain their hospitalization and major medical group benefits provided they fully reimburse the Board for the premium cost by making a monthly payment to the Treasurer not later than the first day of each month in which the insurance will be in effect. Failure to make a timely monthly payment shall terminate the teacher's eligibility to retain insurance benefits under this paragraph.

c. The Board will not challenge an employment claim of a teacher on the recall list on the grounds of offering the teacher reasonable assurance of/or offering the teacher comparable employment, unless there is in fact reasonable basis for the Board to believe that the teacher will be employed and working on a regular vs. occasional basis as a teacher or substitute teacher in the district during the succeeding school year.

d. The District will initiate the layoff of not more than fifty (50) teachers in pre-K-12 teaching positions over the life of the Agreement. The number of layoffs of teachers will be reduced by the number of teachers who elect to retire during the term of this Agreement. In the case where the administration determines that the retiring teacher needs to be replaced, then that retirement does not count against the cap of fifty (50) RIF.

9. <u>Duration</u> –

Upon ratification by the members of WECP and WETA and adoption by the Board, the current contracts between the Board and WETA, except for Article XIX(C), and the Board and WECP will be terminated, effective at 12:01 a.m. on *April* 1, 2012, and will be replaced by agreements effective 12:02 a.m. *April* 1, 2012 which include the provisions of the current agreements, modified by what is set forth above. Effective with the 2012-13 school year Article XIX (C) shall be modified as set forth above.

All other provisions of the negotiated agreements between the Board and WETA, except as modified below, shall remain in full force and effect through and including *June 30, 2014.*

If an operating levy raising additional monies is not approved by the March 2012 general election, this Memorandum shall not be implemented and the parties shall commence negotiations in March 2012. The current collective bargaining agreement shall expire August 31, 2012. If the March 2012 operating levy is passed this Memorandum of Agreement shall be implemented, provided that if the emergency levies expiring in 2012 or 2013 are not approved not later than the November general election in each such year, the parties shall commence negotiations not later than November 15 of that year of levy failure and the contract shall be deemed to expire on February 15 of the succeeding calendar year.