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STATE EMPLOYMENT
RELATIONS BOARD

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Contract

Between The

West Geauga Board of Education

And The

West Geauga Education Association

Terms of Contract

July 1, 2010

to

June 30, 2012



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ARTICLE I – RECOGNITION

1.01 RECOGNITION

The West Geauga Board of Education, hereinafter referred to as "Board", recognizes the West Geauga Education Association, hereinafter referred to as "Association", as the sole and exclusive teacher representative for all members of the bargaining unit during the length of this Contract.

1.02 DEFINITION OF THE BARGAINING UNIT

The bargaining unit shall consist of all teachers recognized to be certificated and/or licensed and employed by the Board. "Teacher" shall mean any person professionally employed to work in a regular, consistent assignment which does not require an administrative or supervisory certificate and/or license under Ohio law, excluding school psychologists.

1.03 CHANGE OF RECOGNITION

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

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 OPENING NEGOTIATIONS

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

2.02 TEAMS

2.021 The Board's negotiating team shall consist of a maximum of six (6) members appointed by the Superintendent. The Association's team shall consist of a maximum of six (6) members appointed by the recognized teacher organization.

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

2.03 SCOPE OF NEGOTIATIONS

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

2.04 BARGAINING PROCEDURES

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

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

2.043 All negotiations shall be held during times mutually agreed upon and shall continue for a period of sixty (60) days or until the parties agree upon a Master Contract, whichever occurs first. After sixty

(60) days negotiations shall take place at the call of the mediator. Each session shall not exceed three (3) hours unless by mutual consent, or unless directed otherwise by the mediator per 2.06 below.

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

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

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

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

2.05 AGREEMENT

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

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

2.053 The negotiated Contract shall first be submitted to the Association for ratification. When the Association ratifies the Contract, its President shall affix his/her signature. The Association shall give seven (7) days notice to the entire bargaining unit before a ratification vote. During the school year, such vote shall be taken in the school buildings on a given day during the lunch periods under the supervision of Association representatives. The Association shall notify the Board as to the results of its ratification vote.

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

2.06 DISPUTE RESOLUTION PROCEDURES

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

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

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

2.07 GOOD FAITH

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

ARTICLE III – GRIEVANCE PROCEDURE

3.01 DEFINITION OF A GRIEVANCE

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

3.02 INFORMAL PROCEDURE

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

3.03 STEP I

The grievant must submit on a prescribed form to the grievant's immediate supervisor a completed statement of the nature of the grievance and provisions of the Contract allegedly violated, showing the date of the occurrence and the relief sought. Within ten (10) working days of the receipt of said form, the immediate supervisor shall meet with the grievant and the grievant's representative, if requested by the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate in writing a disposition of the grievance within ten (10) working days after such meeting with said grievant.

3.04 STEP II

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

grievance within ten (10) working days after such meeting with said grievant.

3.05 STEP III

Within ten (10) working days after receiving the decision of the Superintendent and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to both the Superintendent and the Treasurer. The Board, at its next regularly scheduled meeting, with at least ten (10) working days notice, shall meet with the grievant and the grievant's representative, if requested by the grievant, to review such grievance in private. The disposition by the Board shall be made to the grievant no later than its next regularly scheduled meeting. The Board's representative shall provide the grievant written notification of such disposition within ten (10) working days of such meeting.

3.06 STEP IV

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

3.07 TIME LIMITS

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

3.08 DAYS

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

3.09 ARBITRABILITY

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

3.10 SETTLEMENTS

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

3.11 FORM

The grievance form which is to be used in the processing of all formal grievances as found at 3.12 herein shall remain in effect during the term of this Contract.

3.12

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

West Geauga Local Schools
Chesterland, Ohio

STEP: I – II – III – IV
(Circle one)

DATE: _____

GRIEVANT _____

SCHOOL _____

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

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

ACTION REQUESTED:

Signature of Association
Representative

Signature of Grievant

Received by (Signature)

Date

ARTICLE IV – ASSOCIATION RIGHTS AND SECURITY

4.01 ASSOCIATION RIGHTS

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

4.02 USE OF BUILDINGS, FACILITIES, AND EQUIPMENT

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

4.03 USE OF MAILBOXES AND BULLETIN BOARDS

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

4.04 STAFF DIRECTORY

These include the right to receive a staff directory if and when one is produced, along with such updates as are produced.

4.05 BOARD AGENDA AND FINANCIAL DOCUMENTS

These include the right of the Association President to receive, in a timely fashion, copies of Board agendas, minutes, and such financial documents as are required by law.

4.06 FAIR SHARE FEE

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

for the fair share fee shall conform to Section 4.08 herein. These deductions shall commence with the second payday in October and continue each second pay of the month through July. In the event a teacher will cease to have right to salary prior to completing deduction of a given amount within that Contract year, the Board Treasurer shall deduct the amount due from the teacher's last paycheck. Teachers may discontinue membership in the Association between September 1 and September 15 in any year by notifying the Board and Association treasurers in writing. Any teacher making such notification will then become a fair share fee payer according to section 4.07.

4.07 NOTIFICATION OF FAIR SHARE FEE

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

4.08 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association, to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.

4.09 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

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

4.10 TRANSMITTAL OF DEDUCTIONS

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

4.11 PROCEDURE FOR REBATE

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

4.12 ENTITLEMENT TO REBATE

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

4.13 INDEMNIFICATION OF BOARD

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

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

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

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

4.134 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.

4.14 ASSOCIATION PRESIDENT RELEASE TIME

Upon request, the Superintendent shall exempt the Association President from non-teaching duties and may release the Association President from his/her teaching duties for the purpose of conducting Association business.

ARTICLE V – ADMINISTRATION-ASSOCIATION COMMITTEE

5.01 PURPOSE

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

5.02 MEMBERSHIP

The committee shall be comprised of no more than five (5) representatives for the Board and no more than five (5) representatives for the Association.

5.03 AUTHORITY OF COMMITTEE, RULES, AND REPORTS

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

5.04 TRAINING

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

5.05 RELATIONSHIP TO THE GRIEVANCE PROCESS

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

ARTICLE VI – GENERAL WORKING CONDITIONS

6.01 TRANSFERS AND VACANCIES

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

6.011 Each teacher may be transferred to any other position for which he or she is qualified and certified and/or licensed. Involuntary transfers shall not be arbitrary, capricious, or discriminatory.

6.0111 A teacher may be involuntarily transferred if, in the determination of the Superintendent, such transfer is necessary for the efficient operation of the District.

6.0112 In the event that the Superintendent determines no preference among eligible teachers to be involuntarily transferred, the teacher with the least seniority, as defined in Section 6.04 Reduction in Force, will be transferred.

6.012 Transfer may be made on the request of the Superintendent, an administrator, supervisor, teacher, and for any purpose that, in the judgment of the Superintendent, is for the welfare of the teacher or the schools.

6.013 A member of the bargaining unit may request a transfer, in writing to the Superintendent, when there is a valid reason. Possible reasons are: more adequate training for another assignment; better qualifications to teach at a different grade level or in a different position; or ability to work at a higher level of effectiveness in another situation. A request for transfer does not guarantee that such a transfer will be made. All requests for transfer not granted shall be provided a reason(s) for not being granted. All bargaining unit members who request a transfer shall be notified in writing when the position they are requesting is filled.

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

6.015 Teachers will be notified of all bargaining unit vacancies by the posting of job notices in each building and on the district web page. Notification of all bargaining unit vacancies shall also be communicated to teachers via the district email service within five (5) days of the creation of the vacancy. Deadlines and qualifications

for application will be included in the notice. Except under extenuating circumstances, posting shall take place at least ten (10) days prior to filling the vacancy. All timely teacher applications shall be considered. Teachers shall be notified of vacancies that occur during the summer via the district email service, the district web page, and by leaving stamped self-addressed envelopes and written notice of positions for which they are interested in applying with the Superintendent's office by June 1.

6.0151 The ten (10) day internal posting may be waived due to extenuating circumstances upon written agreement of the Association and the Board.

6.016 Except under extenuating circumstances, members of the bargaining unit shall be given at least ten (10) days advance written notice of transfer.

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

6.02 ASSIGNMENT

By July 10th of each year, the administration shall notify, in writing, each teacher of his/her tentative assignment to a specific area for the ensuing school year.

6.021 Except under extenuating circumstances, members of the bargaining unit shall be given at least ten (10) days advance written notice of change of assignment.

6.03 SENIORITY

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

6.04 REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the size of the teaching staff as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in

use of instructional personnel, financial reasons, or other reasons provided for by statute, reduction will be made in accordance with the Ohio Revised Code, Section 3319.17, which reads:

“3319.17 Reduction in number of teachers: restoration

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, a Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.”

6.041 General Procedures

6.0411 In the event of a necessary reduction in number of certificated and/or licensed staff, the number of persons affected will be kept to a minimum by not employing replacements insofar as practicable for teachers who resign or retire or whose limited contracts are not renewed as a result of incompetent teaching performances, or whose contracts are terminated for cause. Preference for retention shall be given first to teachers with continuing contracts and second to teachers having greater seniority within each category of contract holders (continuing and limited). Reduction shall proceed as follows:

6.0412 The elementary (K-6) and the secondary (7-12) are considered separate departments except in special areas which are music, art, health/physical education, counselors, librarians/media specialists, special education, reading specialists, speech-language pathologists, therapists and nurses.

6.04121 All teachers with continuing contracts shall be placed on a seniority list(s) within their area(s) of certification/licensure.

- 6.04122 Teachers with limited contracts will be placed on the seniority list(s) according to the area(s) in which they have taught in the West Geauga School District.
- 6.0413 Seniority shall be determined by the length of continuing service in the district under a contract for professional services. Length of continuing service shall be deemed to begin with the effective date of employment set forth in the earliest contract.
- 6.04131 *Required military service shall not be considered an interruption in service.*
- 6.04132 Unpaid leaves of absence granted by the Board shall not be counted toward seniority; however, length of continuing service shall continue to accumulate when the teacher returns to service.
- 6.04133 "Contract" as used in 6.0413 above shall mean only a limited or continuing contract with the Board, not substitute or supplemental contracts.
- 6.0414 Seniority will be calculated as a decimal fraction of full year's service based on the actual number of days of active duty (including all days of paid leave approved by Board policy) divided by the number of scheduled days of that school year, i.e., a teacher with 120 days of active duty in a 184 day school year would receive 0.652 year of seniority credit.
- 6.04141 A teacher who is employed for a full year (as stipulated in that year's contract) but is scheduled to work less than a full day will receive seniority credit equivalent to the proration rate of his/her contracted salary, i.e., a teacher employed at 4/5 salary would receive 4/5ths of a year credit toward seniority (0.800 year seniority). If such teacher is employed for less than a full school year, then item 6.0414 above would apply i.e., a teacher working ninety (90) days at 4/5ths salary would receive 0.400 year seniority (assuming a 180 day school year).

- 6.04142 For purposes of determining seniority credit for those teachers who are or have been scheduled to work less than a full day, and who have been compensated on an hourly basis, the proration rate for seniority credit shall be calculated as the ratio of hours actually worked or paid for during the school year by such employee to the hours which would be worked during the school year by a full-time salaried teacher in the same role. Such calculation shall be done to the nearest tenth of an hour based upon the normal school day for high school teachers, middle school teachers and elementary school teachers as defined by section 6.07 of the contract. Additionally, such calculation shall be based on a school year of 184 days.
- 6.04143 Proration of seniority shall be effective September 1, 1982. Prior to that date, seniority shall be determined by the teacher's length of continuous service irrespective of full or part-time status.
- 6.0415 The seniority list will be published by February 1st of each school year. Any corrections of this list shall be indicated in writing to the Superintendent by February 15th of said year. A corrected and final list will be published by March 1st. Appeals regarding questions of seniority must be made in writing to the Superintendent by March 15th.
- 6.0416 In the event two (2) or more teachers have the same length of continuing service, then seniority for purposes of suspension and recall will be determined by the following considerations in order of priority:
- 6.04161 Higher level of certification (i.e. permanent, professional, provisional), and/or licensure (i.e. 5-year professional, lead professional educator, senior professional educator, professional educator, 2-year provisional, resident educator).
- 6.04162 Length of previous professional service under contract in the district.

6.04163 Length of previous professional service under contract in other school districts provided the teacher comes to this district without interrupted service. Required military service shall not be considered an interruption in service.

6.04164 Length of previous interrupted professional service in other districts.

6.04165 Date of Board approval of hire.

6.04166 Toss of coin by Superintendent in the presence of the teachers involved.

6.0417 The whole staff shall be notified by the Superintendent in writing by February 1st of the reasons for the reduction and the positions in each field affected by the reduction in force.

6.0418 Individuals affected by the reduction in force shall be notified in writing by the Superintendent before April 1st.

6.042 Recall of Staff

6.0421 Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have first priority in recall and shall be recalled in order of greater seniority to fill vacancies that occur in any teaching field for which they are certificated and/or licensed.

6.0422 Teachers whose limited contracts are suspended pursuant to this policy shall be placed on a recall list for a period of twenty-eight (28) months from June 1st of the year in which they were reduced and shall be recalled in order of greater seniority to fill vacancies that occur in the teaching field(s) in which they have taught in the West Geauga School System.

6.0423 A current copy of the recall list shall be given to each building principal and to the teacher representative from each building by June 1st. Information regarding changes in the list can be obtained from the Superintendent at any time.

- 6.0424 Teachers recalled to active employment status shall be placed on the salary schedule at the step and level based upon their experience and training and shall have the seniority and accumulated sick leave that they held at the time of the effective date that their teacher's contract was suspended.
- 6.0425 A teacher shall have ten (10) days, excluding Saturdays, Sundays, and holidays, from the date of receipt of notification of the opening to indicate his/her intent to accept or reject reemployment; otherwise such teacher shall lose all rights to be reemployed. Said written notice shall be sent to the teacher by certified letter, return receipt requested, addressed to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address, whether temporary or permanent.
- 6.0426 The rights of a suspended teacher shall be forfeited by the teacher should he or she (a) waive his or her recall rights in writing; (b) fail to accept recall, except as provided in Item 6.0427 below; (c) fail to keep certification/licensure current.
- 6.0427 A teacher may decline recall if he/she is under contract to another school district and cannot obtain release from that contract. A teacher has the right to decline recall once for this reason. This decline of recall shall be in writing, signed by the teacher, and shall indicate the position and school year which are the subject of the recall. The administrative head refusing to release the teacher shall be asked to verify the reasons. In the event that a vacancy(ies) becomes available that offers less employment than the teacher had at the time of suspension, he or she has the right to decline recall without jeopardizing any rights.
- 6.0428 Teachers who were formerly employed in full-time teaching positions and are recalled to less than full-time positions shall be offered the opportunity to fill full-time vacancies (or) vacancies offering work which provides greater employment time than their existing position with preference being provided in accordance with greater seniority.

6.0429 Teachers hired to replace other teachers who are on leave for a year or less are not subject to recall provisions and will be non-renewed.

6.0430 Any teacher who has qualified for tenure shall receive a continuing contract upon recall.

6.05 ADMINISTRATIVE ACTIONS

No teacher shall be adversely evaluated, disciplined, or reduced in rank or compensation without being given the opportunity to show that such evaluation, discipline, or reduction is without basis. The teacher shall have a right to representation. This article does not pertain to nonrenewal of limited contracts.

6.06 EVALUATION PROCEDURE

6.061 The parties agree that Section 6.0611 and 6.0612 of this Contract, R.C. 3319.11 and R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. Teachers shall be permitted to litigate for violations of R.C. 3319.11 and R.C. 3319.111 or will be permitted to file a grievance alleging statutory violations, but not both.

6.0611 In years one through four (1-4) of employment, a teacher's limited contract may be non-renewed pursuant to the provisions of R.C. 3319.11 and R.C. 3319.111.

6.0612 In the fifth (5th) year of employment and beyond, a teacher's limited contract shall not be non-renewed except for Just Cause. Just Cause for the purpose of this Article shall be defined as the failure to correct documented deficiencies. This definition does not apply to the meaning for Just Cause as outlined in Article 7.16 Staff Discipline.

6.062 A tenured teacher may choose the alternative performance review as developed by a joint Association-Administrative Committee. However, a tenured teacher who is in professional difficulty may be observed and evaluated using the statutory procedure in consecutive years.

6.07 SCHOOL DAY

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

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

6.072 Planning Periods – The high school and middle school day (6-12) shall include at least one (1) planning period of forty (40) minutes or one (1) class period whichever is longer, and the elementary school day shall include one (1) planning period of thirty (30) minutes.

6.0721 Such planning periods may be of greater length and more planning periods may be provided on any given day at the discretion of the administration.

6.0722 Such planning periods, no matter the length, shall be uninterrupted for at least the minimum times expressed in Section 6.072, above except where there are extenuating circumstances.

6.0723 The total amount of planning time shall be comparable for all teachers at the middle school and high school. The total amount of planning time shall be comparable for all teachers at the Lindsey and Westwood elementary buildings.

6.0724 Voluntary Class Coverage – High School and Middle School teachers who volunteer to cover classes during their scheduled planning periods, as established in their initial class schedule, will be reimbursed at the class coverage rate established in Section 9.17. Elementary teachers who are required to supervise students during their assigned special area time shall also be reimbursed at the class coverage rate established in Section 9.17.

6.073 Individualized Education Plan (IEP) Meetings for Special Education Students – Teachers who are asked to and agree to attend IEP meetings that must occur outside the scheduled work day, will be compensated at the Classroom Coverage by Teachers rate in 9.17

of this Contract, rounded to the next quarter hour.

- 6.074 Leaving the Building – Upon notifying the building principal and/or designee, a teacher may leave the building during his/her lunch period; and with the principal's and/or designee's permission, the teacher may leave the building at other times during the school day.
- 6.075 Student Contact Time – A teacher's student contact time, teaching and supervisory, shall not exceed on a daily basis five (5) hours, fifty (50) minutes at the secondary level nor six (6) hours, twenty-five (25) minutes at the elementary level.
- 6.076 Preparations – A good faith effort will be made to limit the number of preparations per teacher at the secondary level.
- 6.077 Classroom Safety – A good faith effort will be made to assign an appropriate number of students to the available workstations in labs and other special classrooms (e.g., science labs, Technology Education, Family and Consumer Science labs, art labs).
- 6.078 Class Size - A good faith effort will be made to balance the number of special education students to regular education students in each classroom at each grade level or subject area as appropriate.

6.08 SCHOOL YEAR

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

- 6.081 Night Activities – All teachers shall be required to work only one night activity per school year. The exceptions are those with multi-building assignments, and those activities covered elsewhere in this Agreement.

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

6.09 STAFF MEETINGS

6.091 Elementary Staff Meetings – Elementary teachers may be required to attend up to ten (10) staff meetings per school year that may extend before or after the normal teacher workday. The length of each meeting is not to exceed one hour duration.

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

6.093 High School and Middle School teachers may be required to attend one staff meeting per semester that will extend one and one-half hours beyond the workday.

6.10 POST-SECONDARY ENROLLMENT

The determination of student eligibility for post secondary enrollment will be restricted as much as allowable under Ohio Revised Code mandates.

6.11 WEST GEAUGA PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

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

- 6.113 The WGPDC shall determine the time, place, and dates of its meetings.
- 6.114 Expenses of the WGPDC shall be borne by the Board up to an annual cap of \$17,500.00, which includes stipends, costs for release time, chairperson stipend, and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of eight (8) meetings during the school year. A maximum of four (4) meetings can be held outside of the school day or school year. Each teacher committee member who attends one of these four (4) meetings will be provided a stipend of \$150.00 per meeting. Attendance at related professional development workshops and/or training shall be provided for WGPDC members as deemed necessary to perform their duties.
- 6.115 No action of the WGPDC shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
- 6.116 Members of the WGPDC shall be indemnified for actions related to the proper performance of their duties as members of the WGPDC.
- 6.117 The chairperson shall be elected by a majority of the WGPDC.
- 6.118 The chairperson shall receive a stipend of \$1,500.00 annually.
- 6.119 Secretarial help will be provided to the committee from within the current central office staff.

6.12 MENTORING PROGRAM

- 6.121 All teachers with a two-year Provisional License or a four-year Resident Educator License and zero (0) years of teaching experience employed by the West Geauga Local School District are required to participate in an entry-level mentoring program. As part of the entry year program, a Level 1 Mentor will be assigned to provide professional support. All teachers new to the West Geauga Local School District with one (1) or two (2) years of teaching experience will be assigned a Level 2 Mentor. Level 2 Mentors will perform the same duties as Level 1 Mentors with the exception of entry-level program activities. All teachers new to the West Geauga Local School District with three (3) or more years of teaching experience will be assigned a department head/steering teacher to

provide professional support. A Level 2 Mentor may be assigned to a new teacher with three (3) or more years of teaching experience depending upon the resources available to the district. The Building Principal shall, upon consideration of the recommendations of the Lead Mentor, select and assign Level 1 Mentors and Level 2 Mentors from a list of qualified applicants.

6.1211 All teachers with a four-year Resident Educator License who successfully complete the entry-level mentoring program in year one (1) of their employment with the West Geauga School District will be assigned a Level 2 Mentor in year two (2) of their employment. Level 2 Mentors will perform the same duties as Level 1 Mentors with the exception of entry-level program activities.

6.122 It is recognized that others may desire support through the mentoring program. The following individuals may request the assignment of a Level 2 Mentor: a teacher assigned to a new grade level or new area of certification and/or licensure, or a teacher returning from a leave of absence of one (1) year or more, or a new teacher to the West Geauga Local School District with three (3) or more years of experience, or a teacher with a 2-year Provisional License in the second year of employment with the West Geauga Local School District who has successfully completed the entry-level program. These individuals may request, by completing an application, the assignment of a mentor, or the Building Principal may recommend, but not require, the assignment of a mentor. The Superintendent shall consider such applications based upon the resources available to the district.

6.123 Level 1/Level 2 Mentor Eligibility Criteria – Bargaining unit members must meet the following criteria to be eligible for assignment as a Level 1/Level 2 Mentor:

6.1231 Have at least three (3) years of teaching experience in the West Geauga Local School District; and

6.1232 have completed a state-approved training program by August 1st of the ensuing school year.

6.1233 Teachers who hold a two-year Provisional License, a four-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Level 1 or Level 2 Mentors.

6.124 Level 1/Level 2 Mentor Requirements – Bargaining unit members must meet the following requirements:

6.1241 Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);

6.1242 attend a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Director of Academic Services. Level 1/Level 2 Mentors may be required to attend up to two (2) additional special meetings as called by the Lead Mentor or Director of Academic Services. Meetings shall not exceed three (3) hours in duration; and

6.1243 meet expectations for Level 1/Level 2 Mentors as outlined in the current West Geauga Mentor Handbook.

6.125 Level 1/Level 2 Mentors shall not participate in the evaluation of the mentee. No Level 1/Level 2 Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No Level 1/Level 2 Mentor shall be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, Level 1 and Level 2 Mentors will confirm the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.

6.126 Application and Assignment Process – Level 1/Level 2 Mentors

6.1261 Positions for Level 1/Level 2 Mentors shall be posted according to district policy. The same application for Level 1/Level 2 Mentors will be available in each building. Interested teachers shall submit applications to the West Geauga Professional Development Committee (WGPDC). The WGPDC will submit the list of applicants to each building principal and to the Lead Mentor in a timely manner.

6.1262 Level 1/Level 2 Mentors may request the assignment of no more than two (2) mentees per school year. When possible, no Level 1/Level 2 Mentor will be assigned two

(2) mentees who are teaching under a Provisional License or Resident Educator License.

6.1263 Level 1/Level 2 Mentors will be compensated as follows:

6.12631 Level 1 Mentors will be paid 0.045 of the base salary for one (1) mentee and an additional 0.0225 of the base salary for each additional mentee teaching under a Provisional License or Resident Educator License per year.

6.12632 Level 2 Mentors will be paid 0.034 of the base salary for one (1) mentee and an additional 0.017 of the base salary for each additional mentee per year.

6.1264 Level 1/Level 2 Mentors will be provided up to four (4) release days per year per mentee or the equivalent amount of release time to perform mentoring duties. Additional release time may be granted at the Superintendent's discretion.

6.1265 The contract for Level 1/Level 2 Mentors shall be in effect for one (1) school year. A Level 1/Level 2 Mentor may apply for the position in subsequent school years.

6.1266 The mentoring process shall be periodically reviewed by the WGPDC.

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

6.1271 Have at least five (5) years of teaching experience in the West Geauga Local School District; and

6.1272 have completed a state-approved training program by August 1st of the ensuing school year.

6.1273 Teachers who hold a 2-year Provisional License, a 4-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Lead Mentor.

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

6.1281 Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);

6.1282 attend and/or lead a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Director of Academic Services. Up to two (2) additional special meetings may be called by the Lead Mentor or Director of Academic Services. Meetings shall not exceed three (3) hours in duration;

6.1283 work collaboratively with the Director of Academic Services in the implementation of the mentor program; and

6.1284 meet expectations for the Lead Mentor as outlined in the current West Geauga Mentor Handbook.

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

6.130 Application and Assignment Process – Lead Mentor

6.1301 The position of Lead Mentor shall be posted according to district policy. Applications for Lead Mentor will be available in each building. Interested teachers shall submit applications to the Superintendent.

6.1302 The Lead Mentor will be paid 0.060 of the base salary for the Lead Mentor role.

6.1303 The Lead Mentor may request an additional assignment as a Level 1 or Level 2 mentor of no more than one (1) mentee per school year. The Lead Mentor will be paid

0.045 of the base salary for a mentee teaching under a Provisional License or Resident Educator License and zero (0) years of teaching experience or 0.034 of the base salary for a mentee with one (1) or more years of teaching experience in addition to the Lead Mentor stipend.

- 6.1304 The Lead Mentor will be provided up to four (4) release days per year per mentee or the equivalent amount of release time to perform mentor duties. Additional release time may be granted at the Superintendent's discretion. The Lead Mentor will also be provided four (4) release days per year or the equivalent amount of release time to perform Lead Mentor duties. Additional release time for Lead Mentor duties may be granted at the Superintendent's discretion.
- 6.1305 The contract for Lead Mentor shall be in effect for one school year. A Lead Mentor may apply for the position in subsequent school years.
- 6.131 Mentees will be provided up to four (4) release days per year or the equivalent amount of release time to meet the responsibilities outlined in the current West Geauga Mentee Handbook. Additional release time may be granted at the Superintendent's discretion.
- 6.132 Procedure to Resolve Concerns of a Mentor/Mentee – If the Building Principal, Lead Mentor, Level 1/Level 2 Mentor or Mentee determines the mentor-mentee situation is not constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be reviewed by the Building Principal who, upon consideration of the recommendations of the Lead Mentor, may end the Level 1/Level 2 Mentor appointment. In that event, the Level 1/Level 2 Mentor shall be compensated for the portion of the school year she/he has served. An alternate Level 1/Level 2 Mentor may be assigned by the Building Principal. The Superintendent will intervene in any conflicts not resolved by this procedure.

6.14 JOB SHARE

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

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

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

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

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

6.1441 Each teacher will be required to pay the half-time percentage amount for insurance if they opt to use the District's insurance policies.

6.14411 The Board's total cost for benefits for both teachers will not exceed the cost of one (1) Family insurance plan.

6.1442 Each teacher will be entitled to one and one-half (1.5) personal days.

6.1443 Each teacher will be entitled to one and one-half (1.5) professional days.

6.1444 Each teacher will accrue sick leave at a rate of 0.625 days per month.

6.1445 Each teacher will earn 0.500 seniority credit for the year.

6.145 Each teacher sharing the full-time position will teach one-half (0.5) day as determined in Section 6.07 (e.g. the first 230 minutes of the designated teacher work day or the last 230 minutes of the designated teacher work day at the high school and middle school; the first 223 minutes of the designated teacher work day or the last

223 minutes of the designated teacher work day at the elementary buildings).

- 6.1451 Staff meetings, committee work, and related activities will be divided equally between participants in the job share arrangement.
- 6.1452 The teacher working the first half (0.5) of the day will attend all before-school meetings that are required for all full-time teachers, and the teacher working the second half (0.5) of the day will attend all after-school meetings that are required for all full-time teachers.
- 6.1453 It is the responsibility of each job share participant to fully-inform their counterpart, in a timely manner, of information disseminated during before-school and after-school meetings.
- 6.1454 When feasible, mutual planning time will be scheduled for job share participants (e.g. at the end of the morning schedule and beginning of the afternoon schedule)
- 6.1455 If a substitute is needed for one (1) of the teachers in the shared position, the other teacher agrees to work for the full day at the teacher's per diem rate, provided no other substitute could be found. Exceptions include last-minute notice or other extenuating circumstances that will be handled on a case-by-case basis.
- 6.146 Each teacher sharing the full-time position will be fully responsible for all teaching duties of said position (including, but not limited to, lesson planning, preparation of classroom materials, parent communications, record keeping, grading and grade reporting, etc.)
- 6.147 Each teacher sharing the full-time position will be scheduled for performance review according to current building policy.
- 6.148 A long-term substitute will be hired to fill the full-time position of one (1) of the two (2) teachers in the shared position. Determination of placement will be made by the Superintendent.
- 6.1481 At the end of the year in a shared position, both teachers will return to the full-time positions held prior to the job share, if said positions still exist. If said positions do not

exist, each teacher will be assigned to a position for which they are certificated and/or licensed.

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

6.15 MASTER TEACHER COMMITTEE

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

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

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

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

6.154 Expenses of the Master Teacher Committee shall be borne by the Board and will be included as part of the annual cap of costs associated with Section 6.114. Expenses will include stipends, costs for release time, chairperson stipend and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of five (5) meetings during the school year. A maximum of one (1) meeting can be held outside of the school day or school year. Meetings will only be held if needed. Each teacher committee member who attends the meeting that is held outside of the school year will be provided a stipend of fifty dollars (\$50.00). Attendance at related professional development workshops and/or training shall be provided for Master Teacher Committee members as deemed necessary to perform their duties.

- 6.155 No action of the Master Teacher Committee shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
- 6.156 Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee.
- 6.157 The chairperson shall be elected by a majority of the Master Teacher Committee.
- 6.158 Any bargaining unit member elected as chairperson shall receive a stipend of two hundred fifty dollars (\$250.00) annually.
- 6.159 Secretarial help will be provided to the committee from within the current central office staff.

ARTICLE VII – TEACHER RIGHTS AND RESPONSIBILITIES

7.01 NONDISCRIMINATION

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

7.02 WORK ENVIRONMENT

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

7.03 ELEMENTARY SPECIALIST SUBSTITUTES

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

7.04 STUDENT TEACHERS

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

7.05 NON-TEACHING DUTIES

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

7.06 LESSON PLANS

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

7.07 STUDENT GRADES

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

7.08 PERSONNEL FILES

- 7.081 Maintenance – An official personnel file shall be maintained for all teachers in accordance with Ohio law.
- 7.082 Records – The following records must be provided to the administration by all members of the bargaining unit for the personnel file, within one (1) month of appointment.
- 7.0821 A complete transcript of college credits.
 - 7.0822 A copy of each teaching certificate held.
 - 7.0823 A copy of discharge papers from the armed services of the United States, if available.
 - 7.0824 Teacher withholding exemption certificates.
 - 7.0825 State Teachers Retirement System membership information, if available.
 - 7.0826 Any other records required by law, the Superintendent, or the Board.
 - 7.0827 No records to which the public has access shall display the teacher's address and social security number. Upon written request, the teacher's telephone number will not be released as a public record.
- 7.083 Examination of File – A member of the bargaining unit may examine his/her personnel file upon request and upon the availability of the Superintendent or designee and shall be entitled to one (1) copy of any document contained therein excepting confidential letters of recommendation. Additional copies will be provided at the teacher's cost.
- 7.084 Reply to Filed Information – A member of the bargaining unit shall be entitled to attach a reply to any document contained in the file.
- 7.085 Prohibition Against Anonymous Information – No anonymous letter, report, or communication shall be included in the teacher's personnel file.
- 7.086 Filing of Evaluations – All final evaluations, including those for supplementals, if completed, will be included in each teacher's personnel file.

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

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

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

7.09 COMPLAINTS AGAINST TEACHERS

Prior to any administrative action based primarily on a complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint and shall be allowed to participate in attempts to resolve the complaint. No administrative or Board action against the teacher shall result unless he/she knows the identity of the complainant(s).

7.10 PARENT-TEACHER CONFERENCES

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

7.11 BOMB THREATS

No member of the bargaining unit shall be requested to participate in search for a bomb in the event of a bomb threat.

7.12 STUDENT MEDICAL ASSISTANCE

Members of the bargaining unit, other than school nurses who hold valid nursing licenses and intervention specialists, shall not be required on a routine basis to administer medicine to students, nor provide assistance in

any medical treatment, nor help with bodily functions. Bargaining unit members may be expected to provide medical assistance in response to life-threatening emergencies for which the teacher is specifically trained. Appropriate and applicable training for bargaining unit members who do not hold valid nursing licenses will be provided by the district annually.

7.13 CRIMINAL RECORDS INVESTIGATIONS CHECK

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

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

7.14 NO SMOKING REGULATIONS

The Board and Association expressly agree that, effective with the start of the 1995-1996 school year, all facilities owned by the Board will be designated SMOKE FREE BUILDINGS. As a result, the use of any kind of tobacco, including but not limited to, cigars, pipes, cigarettes, chewing tobacco, snuff, etc., will not be permitted inside any facility owned by the Board. In addition, the Association will abide by any further restrictions which are agreed upon by the other bargaining unit and enforced with other staff, the students, and community members.

7.15 ACCEPTANCE OF CHILDREN OF BARGAINING UNIT MEMBERS

Any child of a bargaining unit member who is residing outside the West Geauga Local School district boundaries shall be allowed to enroll in the West Geauga Local School District under the parameters of the Board-adopted State of Ohio provisions for open enrollment at no tuition cost. Children of bargaining unit members shall be given first preference for enrollment while the district has an open enrollment policy in effect. If the district no longer maintains an open enrollment policy, children of bargaining unit members shall be allowed to enroll in the West Geauga Local School District upon the payment of fifty percent (50%) of the appropriate Pupil Tuition amount, as determined annually by the Ohio Department of Education (2009-2010 is \$9,023.80). Payments, if required, shall be made either in the form of a lump sum in August or in ten (10) equal monthly payments via payroll deduction to begin with the second paycheck in

September. A child of a bargaining unit member no longer qualifying under the open enrollment policy shall be permitted to stay upon payment of the tuition as indicated above.

7.16 STAFF DISCIPLINE

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

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

7.162 A joint Administration-Association Committee will meet periodically to review the administrative guidelines for staff discipline. The Committee shall set its ground rules for meetings, but it has no authority other than to meet, confer, and report on its discussions. Such written reports shall be made within two (2) weeks of each meeting to the Board and the Association.

7.17 OUTSIDE PROVIDERS

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

7.18 TEST ADMINISTRATION

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

ARTICLE VIII – LEAVE PROVISIONS

8.01 PERSONAL LEAVE

8.011 The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. No reasons shall be given, but use must follow the guidelines listed below:

8.0111 To transact personal business that cannot reasonably be transacted outside school hours.

8.0112 Affairs of a personal nature that cannot reasonably be conducted outside the regular school day.

8.0113 Emergency beyond the teacher's control.

8.0114 Other good and just cause as shall be determined and approved by the Superintendent.

8.0115 During the months of May and June, two (2) additional options shall be utilized by teachers. One (1) option or the other will be chosen for each day requested:

- ◆ The date of this obligation is not under my control.
- ◆ The date of this obligation is flexible. Contact me in the event of a substitute shortage on the date requested.

8.012 Personal leave is not cumulative. Request for personal leave should be in writing with five (5) days notice prior to the leave on an official form provided by the Office of the Superintendent and must be approved by the Superintendent prior to the date of leave, except in the case of an emergency. Any personal leave time not used by the end of the employee's contract year shall be converted to sick leave time.

8.013 Forms for personal leave will be provided by the principal in each building. Such forms shall conform to this personal leave policy.

8.014 Personal leave shall not be used for the following:

8.0141 Entertainment, recreation, or vacation.

8.0142 Seeking other employment unless approved by the Superintendent.

8.0143 To extend a vacation or school recess.

8.015 All personal leave requests will be processed through the teacher's immediate supervisor and forwarded to the Superintendent for approval.

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

8.017 The Personal Leave form which is to be used is as found at Section 8.018 herein and shall remain in effect during the term of this Contract.

8.018

(Submit in Duplicate)

WEST GEAUGA LOCAL SCHOOLS
REQUEST FOR PERSONAL LEAVE

NAME _____ SCHOOL _____

Grade/Subject/Work Area _____ Is substitute required? _____

Dates of Requested Leave _____ No. of Days Requested _____

The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. No reasons shall be given, but use must follow the guidelines listed below:

- ◆ To transact personal business that cannot reasonably be transacted outside school hours.
- ◆ Affairs of a personal nature that cannot reasonably be conducted outside the regular school day.
- ◆ Emergency beyond the employee's control.
- ◆ Other good and just cause as shall be determined and approved by the Superintendent.

Personal leave is not cumulative. Request for personal leave should be in writing with five (5) days notice prior to the leave on an official form provided by the Office of the Superintendent and must be approved by the Superintendent prior to the date of leave, except in the case of an emergency.

Forms for personal leave will be provided by the business manager/principal in each building. Such forms shall conform to this personal leave policy.

Personal leave shall not be used for the following:

- ◆ Entertainment, recreation, or vacation.
- ◆ Seeking other employment unless approved by the Superintendent.
- ◆ To extend a vacation or school recess.

All personal leave requests will be processed through the employee's immediate supervisor and forwarded to the Superintendent for approval.

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

One box must be checked for applications submitted in May or June:

- The date of this obligation is not under my control.
- The date of this obligation is flexible. Contact me in the event of a substitute shortage on the date requested.

Signature of Employee _____

Date Submitted _____

APPROVED BY _____ DATE _____
(Principal or Supervisor)

APPROVED _____ DATE _____

NOT APPROVED _____ DATE _____
(Superintendent)

8.02 SICK LEAVE

8.021 Entitlement to Sick Leave

8.0211 Teachers may use sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the teacher's immediate family.

8.0212 Immediate family for other than death, shall be interpreted to include the teacher's father, mother, husband, wife, siblings, child, mother-in-law and father-in-law, or any member of the household. Immediate family for funerals shall also include grandparents, grandchildren and in-laws: mother, father, brother, sister, son, daughter, and grandparents.

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

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

8.024 Justification for Use of Sick Leave – The Superintendent shall require a teacher to furnish a statement to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

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

8.0251 The teacher must have the ability to earn the advanced sick leave prior to the expiration of the contract year (earned at a rate of 1-1/4 days per month for full-time teachers).

8.0252 The normal procedure for repaying the advanced sick leave is to utilize earned sick leave immediately earned after the advance. However, in the event that a teacher

needs additional sick leave after the advanced five (5) days, days will be authorized provided that the teacher can contractually repay both the five (5) days advanced leave and other days from earned sick leave.

8.0253 In the event that a teacher leaves during the contract year with a negative sick leave balance as a result of advanced or authorized sick leave days, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days. In the event that a contract year ends with a negative sick leave balance, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days.

8.026 Sick Leave Accumulation – Accumulation of sick leave credit shall be at three hundred fifteen (315) days maximum effective with the 2010-2011 school year.

8.027 Sick Leave Bank

8.0271 A sick leave bank will be created, to be administered by the Association. In order to be eligible to receive days from the bank, a teacher must donate two (2) days to the sick leave bank. Donations of days shall occur again whenever the bank falls below seventy-five (75) days and must be in writing. The maximum days that may be utilized from the bank in any school year shall not exceed three hundred (300).

8.0272 Eligible recipients must be teachers who are about to exhaust their sick leave. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries of the teacher or his/her immediate family.

8.0273 The Treasurer must receive written notification from the Association identifying the recipient and number of days to be awarded prior to a teacher utilizing donated sick leave.

8.03 ASSAULT LEAVE

8.031 Any member of the bargaining unit who is absent from work due to a disability resulting from an assault which occurred in the course of or as a result of Board employment shall be maintained on full pay

status during the period of his/her absence up to a maximum of thirty (30) days per assault. Assault pay shall be reduced by the amount received by that teacher for workers' compensation.

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

8.033 The teacher agrees to reimburse the Board for assault leave from any successful litigation concerning the incident that led to the assault.

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

8.04 PROFESSIONAL LEAVE

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

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

8.043 Attendance at Professional Conferences or Conventions

8.0431 Any member of the bargaining unit wishing to attend any conference, meeting, or convention may be absent for such purpose for a period not to exceed one week [five (5) teaching days] for any one such conference, meeting or convention upon the approval of the Superintendent, if such attendance will be in the interest of the schools, except that leaves for the OEA Representative Assembly Association delegation shall be granted for two (2) duly elected delegates.

8.0432 Reimbursement of expenses incurred by the person attending such conference, meeting, or convention shall be made by the Treasurer based upon an established schedule. Maximum expenditure for travel to and from a

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

8.05 COURT LEAVE

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

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

8.053 It is agreed between the Association and the Board that they will follow the Contract, Section 8.05, Court Leave, and Section 8.051, which recognizes court subpoenas and jury summons only. The intent of this section applies to court subpoenas and jury summons in which the employee is not a party to a personal lawsuit. In the event a bargaining unit member is a party to a personal lawsuit that is directly related to their employment, the provisions of 8.051 will be applicable unless:

- (1) the bargaining unit member and Board are on opposite sides of litigation (Plaintiff v Defendant) and/or
- (2) the bargaining unit member files a civil action against either the Association or Board.

8.06 PARENTAL LEAVE

Parental leave of absence shall be granted, upon request, to a teacher who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave may begin at any point in the pregnancy, at or immediately prior to the time of official adoption, or thereafter for up to one (1) year. Upon request of the teacher, parental leave shall be extended for a period of up

to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools at least thirty (30) days immediately preceding the first day of the new leave period. Application for a parental leave shall be made in writing to the Superintendent of Schools not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave.

8.07 LEAVE OF ABSENCE

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

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

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

8.074 Leaves of absence may be granted for the following purposes:

8.0741 Illness – The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.

8.0742 Disability – See Section 8.0741 above.

8.0743 Education, Professional, or Other Purposes – A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.

8.0744 Service in the Armed Forces of the U.S. – Any regular teacher who is conscripted or recalled into the armed services of the United States for service or training shall be granted a military leave.

8.07441 Upon discharge, he or she shall be reinstated into the school system in accordance with provisions of the law.

8.07442 His/her contract status shall be that held prior to entering military service with a maximum increment for two (2) years military experience unless the law requires more, providing he/she shall make application for reinstatement not later than ninety (90) days from the date of said release or discharge from military service.

8.0745 Federal Family and Medical Leave Act of 1993 – Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

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

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

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

8.08 REPRESENTATION/WITNESS LEAVE

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

ARTICLE IX – SALARY AND FRINGE BENEFITS

9.01 GENERAL SALARY GUIDELINES

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

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

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

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

9.0141 Except for fair share fees which are mandatory payroll deductions, payroll deductions for Association membership dues, assessments, fees, and political contributions shall be made in accordance with the teacher's requests for such deduction.

9.0142 Optional payroll deduction(s) of the cost of any insurance coverage(s) that is not provided by the Board and which has been authorized by the teacher shall be made from the second pay of each month beginning in September and ending in August of the following year.

- 9.0143 Optional payroll deduction of the cost of tax-sheltered annuities that have been authorized by the teacher shall be made from each pay of each month.
- 9.0144 The Board shall continue all payroll deductions provided in the last previous school year, and shall include, but shall not be limited to, the following:
- Credit Union
 - Association Membership Dues and Fees
 - Insurance Deductions
 - Federal Tax
 - State Tax
 - City of residence tax (multiple rate flexibility limited to capabilities of payroll program)
 - Tax-Sheltered Annuities (each teacher shall be allowed the choice of annuity program from the District's approved list)
- 9.0145 The District's approved list of tax-sheltered annuity providers shall undergo an annual review by a joint Administration-Association Committee. The committee shall be able to recommend which providers are added to or deleted from the approved list. The committee shall also be able to recommend which third-party or in-house administrator will oversee the annuity program. These recommendations will not be binding on the district.
- 9.0146 Payroll deductions required by law or authorized by this Contract are the only deductions which the Treasurer is required to make.
- 9.0147 A teacher may terminate payroll deductions as of the next pay date, by providing at least five (5) days written notice to the Treasurer and the recipient of the deducted monies.

9.02 PAY SCHEDULE

- 9.021 Pay Dates –The Contract shall be divided into twenty-four (24) payments in accordance with 9.011 and shall be paid on the 15th and 30th of each month, or the last day of the month for February beginning in September of the school year and ending the following August. For transition purposes, the new schedule of pay dates will begin July 1, 2007.

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

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

9.024 Waiver of Past Practices and Procedures – It is expressly agreed by both the Board and the Association that the changes made in Article 9.02, entitled Pay Schedule, are intended to supersede all relevant past practices and procedures regarding implementing of this Article.

9.03 BASE SALARY AND SALARY SCHEDULES

9.031 Effective at the beginning of the school year 2010-2011 the base salary, as applied to salary schedule indices shall be \$36,074 (2% increase). This base shall become \$36,795 (2% increase) as of the first workday of the 2011-2012 school year.

9.0311 For the 2010-2011 school year ONLY, all teachers will maintain the same step and column placement (index factor) as that held in the 2009-2010 school year. Step and column (index factor) movement will resume in the 2011-2012 school year. This provision affects salary amount only and does not affect the accrual of seniority as defined in Section 6.03.

For Reference: Salary examples for 2010-2011

A teacher at Step 5, Column 5 (BS + 15 with 5 years of experience) in the 2009-2010 school year will remain at Index Factor 1.2658 in the 2010-2011 school year even if he/she has completed the requirements for movement to Column 6 – MS Degree (or higher level of education) prior to the effective date of this Contract (July 1, 2010). Said teacher will move to Step 6 and the appropriate column for earned level of education in the 2011-2012 contract year. Salary advancement for years of experience and level of education will be deferred for one year, and will not be “made up” during the life of this Contract.

A teacher at Step 16, Step 20, or Step 25 will stay on a salary plateau for one additional year during the life of this Contract.

Salary placement for years of experience will lag behind seniority credit by one year.

Specific questions related to salary placement and movement should be directed to the WGEA President, the WGEA Negotiators and the district's Superintendent and Treasurer.

9.032 Teacher Salary Index Schedule – The teacher salary index schedule as found at 9.034 herein shall remain in effect during the term of this Contract, and it shall reflect the above base salary. Teachers shall be placed on this schedule in accordance with the following:

9.0321 Placement at the 150 hour column shall be made for all teachers who effectively qualify for such placement under the law or at the Superintendent's discretion. The Superintendent shall apply his discretion in a fair, equitable, and consistent manner.

9.0322 After the 150 hour column, all undergraduate hours must be related to the field of service provided to the district by the individual member of the bargaining unit.

9.0323 All graduate hours in education or related to the field of education from an accredited institution as recognized by the United States Secretary of Education and the Council of Higher Education Accreditation (CHEA) shall qualify for salary schedule movement. Upon written request, the Board shall provide the CHEA list of accredited institutions to teachers for reference.

- 9.0324 Hours, as referred to on the salary schedule, shall be semester hours or quarter hours after conversion to their equivalent semester hours.
- 9.0325 This section applies only to hours earned after April 1, 1984. All current teachers will retain the same status that they held on February 21, 1984, for currently held hours.
- 9.0326 Attainment of National Board Certification will result in an annual stipend of two thousand five hundred dollars (\$2,500).
- 9.0327 Placement on the salary schedule indices before the 2004-2005 school year will be maintained on the NBC/Masters+45/PhD column throughout the duration of the National Board Certification period for those teachers who hold National Board Certification.
- 9.0328 At the conclusion of this National Board Certification period, those bargaining unit members who maintain their National Board Certification will retain their placement on the salary schedule index at the NBC/Masters+45/PhD column.

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

- 9.0329 Any 2003-2004 or earlier candidate for National Board Certification will be placed on the NBC/Masters+45/ PhD column of the salary schedule index upon successful completion of the National Board Certification process, or will receive a \$2500 annual stipend, whichever is higher. Upon expiration of National Board Certification, the rules in 9.0328 shall apply.
- 9.033 Supplemental Salary Index – The Supplemental Salary index as found in Section 9.035 herein reflects an index for each position relative to the base salary and shall go into effect for all supplemental contracts listed during the contract year.

- 9.0331 Creation or Alteration of Supplemental Contracts – The creation of additional supplemental contract positions may be suggested by an administrator or a bargaining unit member. Bargaining unit members may petition for creation of a new supplemental by completing form 9.0335. If new supplemental positions are created by the administration or after petition by a bargaining unit member, or if the duties connected with an existing position are substantially altered, the pay for the newly created or altered position shall be mutually agreed upon by the Superintendent or designee and the Association President or designee. Once added, a supplemental position shall remain in effect until the termination of this Contract. A revised list of supplementals may be published during each year of the contract at the joint discretion of the Superintendent and the Association President. Such additional supplemental positions and supplemental salary indices shall be added in an Appendix of this Contract. The question of filling a position or not filling a position is a decision that shall remain with the Administration.
- 9.0332 The Board agrees to follow the statutory procedures and requirements in filling supplemental positions.
- 9.0333 All applicants shall submit an application for the desired supplemental position to the building principal and/or a designated administrator. In the event a candidate is not afforded an interview, the building principal or designee will notify the applicant in writing as to the reasons why the interview was not granted.
- 9.0334 All applicants will be notified in writing as to whether or not they will be recommended for the supplemental position.

9.0335 Application for New Supplemental Position

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

1. Name of Requestor: _____ Building: _____ Date: _____
2. Proposed Supplemental Name/Club/Organization: _____
3. Building(s) served by the supplemental: _____
4. Anticipated number of students involved: _____
5. How often will this group meet? Weekly Monthly Other _____
6. What is the duration of this activity?
 Entire year One semester Other _____
7. Define the major goals of this group:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
8. In addition to meeting with and leading students, what, if any, are other time commitments required of the advisor?
9. Please list any other information you believe useful.
10. If possible, please submit salaries from other districts offering similar supplemental positions.

9.0336 Application for Supplemental Contract
WEST GEAGA LOCAL SCHOOLS
8615 Cedar Road ~ Chesterland, Ohio 44026 ~ (440) 729-5900

APPLICATION FOR SUPPLEMENTAL CONTRACT

SCHOOL YEAR: _____

NAME _____ TELEPHONE: () -

ADDRESS _____ CITY _____ ZIP _____

POSITION APPLIED FOR _____
(Please list the position as it appears on the supplemental contract listing)

Have you previously held this position? _____

West Geauga supplemental experience: _____

Qualifications/experience for this position: _____

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

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

Signature _____ Date: _____

ADMINISTRATOR'S RECOMMENDATION

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

Administrator's Signature Building Date

This position is an all year assignment: YES NO

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

FOR CENTRAL OFFICE USE ONLY

Date Received: _____ BOE Approval Date: _____

Contract Amount: \$ _____

Notes:

Rev. 5/05

9.034 Base Salary Schedule Index

**WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2010-2011 (BASE SALARY: \$36,074)**

<u>Exp.</u>	<u>No</u>	<u>BS</u>	<u>150</u>	<u>MS</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>NBC/PhD/ MS+45</u>
<u>Exp.</u>	<u>Degree</u>	<u>Degree</u>	<u>Hours</u>	<u>BS+15</u>	<u>Degree</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
0	28,549	36,074	36,619	37,445	38,271	39,923	40,746	41,568
	0.7914	1	1.0151	1.038	1.0609	1.1067	1.1295	1.1523
1	29,584	37,549	38,137	39,090	40,204	41,954	42,860	43,758
	0.8201	1.0409	1.0572	1.0836	1.1145	1.163	1.1881	1.213
2	30,620	39,032	39,656	40,735	42,134	43,985	44,970	45,955
	0.8488	1.082	1.0993	1.1292	1.168	1.2193	1.2466	1.2739
3	31,659	40,507	41,178	42,373	44,064	46,016	47,084	48,144
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	32,690	41,983	42,697	44,017	45,998	48,047	49,194	50,341
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	33,729	43,462	44,216	45,662	47,928	50,078	51,308	52,538
	0.935	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	34,761	44,941	45,738	47,307	49,858	52,109	53,418	54,728
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	35,800	46,416	47,257	48,949	51,791	54,140	55,532	56,982
	0.9924	1.2867	1.31	1.3569	1.4357	1.5008	1.5394	1.5796
8	36,832	47,895	48,779	50,601	53,721	56,174	57,643	59,111
	1.021	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	37,802	49,371	50,298	52,235	55,651	58,205	59,757	61,308
	1.0479	1.3686	1.3943	1.448	1.5427	1.6135	1.6565	1.6995
10	38,902	50,850	51,817	53,877	57,581	60,236	61,867	63,389
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.715	1.7572
11		52,329	53,335	55,521	59,515	62,267	63,981	65,694
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		53,804	54,854	57,166	61,445	64,298	66,091	67,884
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		55,283	56,376	58,808	63,375	66,329	68,205	70,081
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		56,762	57,895	60,449	65,308	68,360	70,319	72,278
		1.5735	1.6049	1.6757	1.8104	1.895	1.9493	2.0036
15		56,762	59,443	62,094	67,238	70,391	72,429	74,478
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		56,762	59,443	62,094	69,168	72,422	74,543	76,664
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
20		58,238	60,936	63,736	71,102	74,457	76,654	78,851
		1.6144	1.6892	1.7668	1.971	2.064	2.1249	2.1858
25		59,713	62,455	65,381	73,032	76,488	78,768	81,047
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		60,453	63,216	66,852	73,995	77,505	79,825	82,144
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

**WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2011-2012 (BASE SALARY: \$36,795)**

<u>Exp.</u>	<u>No</u>	<u>BS</u>	<u>150</u>	<u>MS</u>			<u>NBC/PhD/</u>	
	<u>Degree</u>	<u>Degree</u>	<u>Hours</u>	<u>BS+15</u>	<u>Degree</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
0	29,120	36,795	37,351	38,193	39,036	40,721	41,560	42,399
	0.7914	1	1.0151	1.038	1.0609	1.1067	1.1295	1.1523
1	30,176	38,300	38,900	39,871	41,008	42,793	43,716	44,632
	0.8201	1.0409	1.0572	1.0836	1.1145	1.163	1.1881	1.213
2	31,232	39,812	40,449	41,549	42,977	44,864	45,869	46,873
	0.8488	1.082	1.0993	1.1292	1.168	1.2193	1.2466	1.2739
3	32,291	41,317	42,001	43,219	44,945	46,936	48,025	49,107
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	33,344	42,822	43,551	44,897	46,917	49,007	50,177	51,347
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	34,403	44,331	45,100	46,575	48,886	51,079	52,334	53,588
	0.935	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	35,456	45,839	46,652	48,253	50,854	53,150	54,486	55,822
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	36,515	47,344	48,201	49,927	52,827	55,222	56,642	58,121
	0.9924	1.2867	1.31	1.3569	1.4357	1.5008	1.5394	1.5796
8	37,568	48,853	49,754	51,612	54,795	57,297	58,795	60,292
	1.021	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	38,557	50,358	51,303	53,279	56,764	59,369	60,951	62,533
	1.0479	1.3686	1.3943	1.448	1.5427	1.6135	1.6565	1.6995
10	39,680	51,866	52,852	54,953	58,732	61,440	63,103	64,656
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.715	1.7572
11		53,375	54,401	56,631	60,704	63,512	65,260	67,007
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		54,880	55,950	58,309	62,673	65,583	67,412	69,241
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		56,388	57,503	59,983	64,641	67,655	69,568	71,482
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		57,897	59,052	61,657	66,614	69,727	71,724	73,722
		1.5735	1.6049	1.6757	1.8104	1.895	1.9493	2.0036
15		57,897	60,631	63,335	68,582	71,798	73,877	75,967
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		57,897	60,631	63,335	70,551	73,870	76,033	78,197
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
20		59,402	62,154	65,009	72,523	75,945	78,186	80,427
		1.6144	1.6892	1.7668	1.971	2.064	2.1249	2.1858
25		60,907	63,703	66,687	74,491	78,016	80,342	82,667
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		61,661	64,480	68,188	75,474	79,054	81,420	83,786
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

9.035 Supplemental Salary Schedule

9.0351 Non-Athletics/Department Heads/Steering Teachers
Supplemental Schedule

WEST GEAUGA LOCAL SCHOOL DISTRICT
SUPPLEMENTAL CONTRACTS – NON-ATHLETICS
2010 – 2012

<u>Base Salary</u>		<u>\$36,074</u>	<u>\$36,795</u>
<u>Position</u>	<u>Index Factor</u>	<u>2010-11 Amount</u>	<u>2011-12 Amount</u>
Academic Challenge Tutors 40 hr max (per hr)	0.0006825	24.62	25.11
Academic Decathlon	0.040	1443	1472
Academic Tutor (per hour)	0.000685	24.71	25.20
Academic Tutor, Special Ed (per hour)	0.00090	32.47	33.12
Audio-Visual Computer Advisor (4)	0.054	1948	1987
Book Club (MS)	0.017	613	626
Class Advisor (Freshman)	0.026	938	957
Class Advisor (Sophomore)	0.026	938	957
Class Advisor (Junior)	0.050	1804	1840
Class Advisor (Senior)	0.063	2273	2318
Club Advisors (Latin, Art)	0.030	1082	1104
Club Advisor (MS Foreign Language)	0.025	902	920
Club Advisor (World Languages)	0.025	902	920
Curio Literary Advisor	0.025	902	920
Destination Imagination (District)	0.030	1082	1104
Dramatics (HS)	0.050	1804	1840
Dramatics (MS)	0.050	1804	1840
Dramatics Assistant	0.025	902	920
Drama Club (Elementary) (2)	0.030	1082	1104
Elementary Musical (2)	0.050	1804	1840
Elementary Musical Assistant (2)	0.025	902	920
Envirothon Advisor	0.030	1082	1104

Base Salary		\$36,074	\$36,795
Position	Index Factor	2010-11 Amount	2011-12 Amount
HUGS	0.025	902	920
Instructional Technology Specialists (4)	0.067	2417	2465
Instrumental Music	0.087	3138	3201
Instrumental Music Assistant	0.073	2633	2686
It's Your Move Club (MS)	0.025	902	920
Latin Academic Team	0.040	1443	1472
Lighting and Sound	0.050	1804	1840
Marching Band	0.120	4329	4415
Marching Band Assistant	0.080	2886	2944
Marching Band Auxiliary	0.080	2886	2944
Master Teacher Committee Chair	stipend	250 per year	
Master Teacher Committee Member	stipend	50 per meeting (1)	
Mentor, Level 1 - First Mentee	0.045	1623	1656
Mentor, Level 1 -Second Mentee	0.0225	812	828
Mentor, Level 2 – First Mentee	0.034	1227	1251
Mentor, Level 2 – Second Mentee	0.017	613	626
Mentor – Lead	0.060	2164	2208
Mock Trial Coach	0.040	1443	1472
Musical	0.079	2850	2907
Musical Accompanist	0.025	902	920
Musical Assistant (HS)	0.040	1443	1472
National Honor Society	0.030	1082	1104
Newspaper (HS)	0.031	1118	1141
Newspaper (MS)	0.031	1118	1141
Overnight Trip not covered by another supplemental (per night)	stipend	50 per night	
PANDA Club (MS)	0.030	1,082	1,104
Power of the Pen	0.040	1,443	1,472
Proficiency Tutor/Academic Coach (per hr)	0.0006825	24.62	25.11

<u>Base Salary</u>		<u>\$36,074</u>	<u>\$36,795</u>
<u>Position</u>	<u>Index Factor</u>	<u>2010-11 Amount</u>	<u>2011-12 Amount</u>
Science Club (MS)	0.030	1082	1104
Science Olympiad (District) (2)	0.030	1082	1104
Sixth Grade Outdoor Education Director	0.030	1082	1104
Student Council (HS)	0.063	2273	2318
Student Council (MS)	0.063	2273	2318
Student Council (Elementary) (2)	0.040	1443	1472
Teen Institute	0.030	1082	1104
West G TV	0.054	1948	1987
Vocal Music	0.087	3138	3201
Vocal Music Assistant	0.067	2417	2465
Vocal Ensemble (Elementary) (2)	0.030	1082	1104
WAM (Women and Math)	0.030	1082	1104
WEB Masters (Building) (4)	0.054	1948	1987
WGPDC Chairman (per year)	stipend	1500 per year	
WGPDC Member (per meeting - 4)	stipend	150 per meeting (4)	
Yearbook (HS)	0.080	2886	2944
Yearbook Assistant (HS)	0.060	2164	2208
Yearbook (MS)	0.040	1443	1472
Yearbook Assistant (MS)	0.029	1046	1067
Yearbook (Elementary) (2)	0.035	1263	1288

WEST GEAUGA LOCAL SCHOOL DISTRICT
 SUPPLEMENTAL CONTRACTS – DEPARTMENT HEADS
 2010 - 2012

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

Department Heads:

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

<u>Base Salary</u>	\$36,074	\$36,795
<u>Index Factor</u>	<u>2010-11 Amount</u>	<u>2011-12 Amount</u>
0.01	361	368
0.02	721	736
0.03	1082	1104
0.04	1443	1472

Steering Teachers:

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade

9.0352 Athletic Supplemental Schedule

WEST GEAUGA LOCAL SCHOOL DISTRICT
 SUPPLEMENTAL CONTRACTS – ATHLETICS
 2010-2012

<u>Base Salary</u>		<u>\$36,074</u>	<u>\$36,795</u>
<u>Position</u>	<u>Index Factor</u>	<u>2010-11 Amount</u>	<u>2011-12 Amount</u>
Fall Faculty Manager	0.100	3607	3680
Winter Faculty Manager	0.100	3607	3680
Spring Faculty Manager	0.090	3247	3312
Faculty Manager/MS	0.104	3752	3827
Head Football	0.190	6854	6991
Asst. Football /HS	0.140	5050	5151
Asst. Football /MS	0.090	3247	3312
Head Boys Basketball	0.180	6493	6623
Asst. Boys Basketball /HS	0.122	4401	4489
Asst. Boys Basketball /MS	0.090	3247	3312
Head Girls Basketball	0.180	6493	6623
Asst. Girls Basketball /HS	0.122	4401	4489
Asst. Girls Basketball /MS	0.090	3247	3312
Head Wrestling	0.170	6133	6255
Asst. Wrestling /HS	0.112	4040	4121
Asst. Wrestling /MS	0.097	3499	3569
Head Soccer	0.150	5411	5519
Asst. Soccer /HS	0.104	3752	3827
Asst. Soccer /MS	0.078	2814	2870
Head Baseball	0.120	4329	4415
Asst. Baseball /HS	0.085	3066	3128
Asst. Baseball /MS	0.078	2814	2870

<u>Base Salary</u>		<u>\$36,074</u>	<u>\$36,795</u>
<u>Position</u>	<u>Index Factor</u>	<u>2010-11 Amount</u>	<u>2011-12 Amount</u>
Head Track	0.120	4329	4415
Asst. Track /HS	0.085	3066	3128
Asst. Track /MS	0.078	2814	2870
Asst. Track Level 2	0.030	1082	1104
Head Gymnastics	0.120	4329	4415
Asst. Gymnastics /HS	0.085	3066	3128
Head Softball	0.120	4329	4415
Asst. Softball /HS	0.085	3066	3128
Asst. Softball /MS	0.078	2814	2870
Head Volleyball	0.150	5411	5519
Asst. Volleyball /HS	0.104	3752	3827
Asst. Volleyball /MS	0.090	3247	3312
Head Cross Country	0.120	4329	4415
Asst. Cross Country /HS	0.085	3066	3128
Asst. Cross Country /MS	0.078	2814	2870
Head Golf	0.100	3607	3680
Asst. Golf	0.070	2525	2576
Head Tennis	0.100	3607	3680
Asst. Tennis	0.070	2525	2576
Weight Room Coordinator	0.030	1082	1104
Athletic Coordinator/MS	0.042	1515	1545
Cheerleader Advisor/HS	0.060	2164	2208
Cheerleader Advisor/MS	0.040	1443	1472
Intramural/HS	0.070	2525	2576
Intramural/MS (up to four positions per building)	0.010	361	368

9.04 PAY RATE FOR TUTORS

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

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

9.05 WORK OUTSIDE THE CONTRACTUAL YEAR

Staff members who agree to work outside the contractual year (e.g. curriculum writing) shall be paid at a daily rate equal to 0.0040 of the current base salary. This does not include extended service which is part of an employee's limited contract.

9.06 TRAVEL REIMBURSEMENT

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

9.07 SEVERANCE PAY

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

9.0711 The teacher must meet the minimum requirements of age and service for retirement in the State Teachers Retirement System of Ohio (on the date on which he/she terminates his service, and must apply for severance pay within 120 days of the date of the termination of service).

9.0712 The teacher must file a copy of the retirement application papers with the Treasurer of the Board and write a letter of resignation for retirement purposes to the Board.

- 9.0713 A teacher will not be eligible for severance payment from the West Geauga Local School District if he/she has collected prior severance pay from an employer unit covered by the SERS or OPERS Systems of Ohio.
- 9.0714 Severance payment will be based on one-fourth (1/4) of the teacher's accumulated and unused sick leave days.
- 9.0715 All sick leave days accrued in the West Geauga Local School District and sick leave days that are legally transferable from prior employment shall be used in computing condition 9.0714.
- 9.0716 The number of days as determined in condition 9.0714 shall be multiplied by the per diem rate of the retiring teacher in order to determine the amount of the severance payment. The per diem rate is determined by dividing the (regular) annual salary (exclusive of extra duty compensation) by the number of days in the adopted calendar for the position.
- 9.07161 Number of allowable severance days will not increase from current levels for the life of this Contract.
- 9.07162 Maximum number of sick leave days to compute severance pay. Computation shall not exceed three hundred (300) days.
- 9.0717 A person who retires and receives severance payment from an employing unit covered by the STRS, SERS, or OPERS Systems of Ohio and later is employed in the West Geauga Local School District shall have the total number of accumulated and unused sick leave days used in the calculation of prior severance payment deducted from his/her total balance of accumulated sick leave days.
- 9.0718 The retiring teacher shall not be eligible for unemployment compensation.
- 9.0719 The teacher must sign for the severance check certifying that all eligibility criteria have been met. Said payment shall be made in a lump sum within one hundred twenty (120) days from the last date of employment or, at the

option of the teacher, in two (2) payments: one (1) within one hundred twenty (120) days from the last date of employment and one (1) in the next tax year. If the teacher elects to receive his/her severance pay in two (2) payments, the amount of each payment shall be determined at the option of the teacher. A teacher must indicate in writing at the time of retirement which option of payment he/she wishes to elect.

9.0720 Severance payment may be withheld by the Board until all debts and obligations of the retiring teacher due the Board are discharged.

9.08 EARLY RETIREMENT INCENTIVE

Any bargaining unit member who is or will become eligible for retirement with the State Teachers Retirement System (STRS), as defined in Section 9.083, may elect to participate in the early retirement incentive program by providing written notice to the Superintendent's office prior to March 15 in the first year of retirement eligibility.

9.081 Effective for the duration of this contract, any bargaining unit member who first becomes eligible for retirement during a school year, as defined in Section 9.083, accrues the right to this retirement incentive if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible.

9.082 Payment of Retirement Incentive

<u>2010-2011 Years of Service</u>	<u>Payment</u>
Based on first year eligibility (see 9.083)	\$25,000
<u>2011-2012 Years of Service</u>	<u>Payment</u>
Based on first year eligibility (see 9.083)	\$25,000

9.083 First eligibility for this retirement incentive will be in the following school years:

9.0831 A school year that a bargaining unit member turns age 55 and has at least 25 years of service credit; or

9.0832 a school year that a bargaining unit member achieves 25 years of service and is at least 55 years of age; or

- 9.0833 the school year that a bargaining unit member achieves 30 years of service credit.
- 9.0834 The Association and the Board agree that in the event the State Teachers Retirement System (STRS) changes eligibility requirements for retirement during this contract, the eligibility requirements contained in this article will match the new STRS requirements.
- 9.084 Payment of the retirement incentive and severance pay shall be as follows:
- 9.0841 For those retiring in the 2010-2011 school year:
- a) One-third (1/3) severance in January, 2012, and one-half (1/2) incentive in August, 2012
 - b) One-third (1/3) severance in January, 2013, and one-half (1/2) incentive in August, 2013
 - c) One-third (1/3) severance in January, 2014
- 9.0842 For those retiring in the 2011-2012 school year:
- a) One-third (1/3) severance in January, 2013, and one-half (1/2) incentive in August, 2013
 - b) One-third (1/3) severance in January, 2014, and one-half (1/2) incentive in August, 2014
 - c) One-third (1/3) severance in January, 2015
- 9.0843 Participating staff members who purchase out of state, military service credit, etc., will be required to provide documentation which will serve as proof as to when eligibility to retire occurred. When the purchase of time is involved, eligibility to receive the retirement bonus will only be available until July 10th following the date of purchase.
- 9.085 Payments issued under the retirement incentive bonus plan will be exempt from retirement contributions in accordance with Ohio Revised Code.
- 9.086 The retirement incentive bonus program ends July 10, 2012.

9.09 CROWD CONTROL ADMISSIONS

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

9.10 INSURANCES

The Board shall provide an eighty percent (80%) paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription, and dental. Part-time employee's benefits shall be pro-rated on the same basis, as is currently the practice. The Board shall provide one hundred percent (100%) paid \$25,000 life insurance for all employees. Employees on maintenance prescription drugs should use the mail-in program. The Board will provide a reimbursable vision program as follows: \$100 per calendar year for employees with single dental coverage and \$200 per calendar year for employees with family dental coverage. Coverage shall meet or exceed the insurance in effect as of December 1, 2002. Comprehensive Major Medical Expense Coverage through a Preferred Provider Organization/Network (PPO) has been added as managed care plan. If available, individuals shall have the right to purchase and pay for more than \$25,000 life insurance with the same company.

The medical, prescription, and vision carrier and plan for the Board and Association effective December 1, 2005 shall be Anthem Blue Cross Plan Blue Access (PPO) Option 1, with the list of benefits or better than stated in Appendix B, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Option 1 Summary of Benefits'. Any modifications which act to lessen the total aggregate of covered benefits in said insurance plan, except those modifications described in Sections 9.105, 9.106 and Appendix C herein, shall be covered by the Board until the Contract expires, at which time said changes shall be a part of bargaining. (Changes in formulary or PPO doctor members are not a part of the above modifications to covered benefits.)

Dental coverage shall be provided by Humana PPO 196/185 plan with the attached list of benefits or better than stated in Appendix B. Any modifications which act to lessen the total aggregate of covered benefits in said insurance plan shall be covered by the Board until the Contract expires, at which time said changes shall be a part of bargaining. (Changes in members of the dental PPO are not a part of the above modifications to covered benefits.)

An ongoing insurance committee shall continue to study available plans and make recommendations to the membership, deal with transitions, issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits. No change in benefits will be made without the recommendation of the insurance committee and a vote of the parties.

9.101 All teachers employed by regular contract may elect to participate in the medical and/or dental plan according to the following schedule:

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

9.1011 Teachers scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.

9.102 The Board shall provide one hundred percent (100%) paid insurance package, either in the form of two single plans or one family plan, for members of the bargaining unit who meet all of the following criteria:

- a) A bargaining unit member legally married to another bargaining unit member, and
- b) where both are employed prior to June 15, 1998, and
- c) where both are currently employed.

9.103 Any bargaining unit member who becomes legally married to another bargaining unit member after June 15, 1998 will receive benefits based upon Section 9.10.

9.104 Beginning with the 2009 insurance plan year (calendar year), a four tier medical insurance plan will be offered. The tiers are Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the open enrollment period for the

2009 insurance plan year and subsequent years by completing the appropriate enrollment form(s).

9.1041 Members will be notified of the rate structure for Single, Employee & Spouse, Employee & Child(ren), and Family medical insurance plans before the conclusion of the open enrollment period each insurance plan year.

For Reference: 2010 Plan Year Rates – Employee 20%

	Current PPO	Alternate PPO
Single	\$114.72	\$101.45
EE + Spouse	\$240.91	\$213.04
EE + Children	\$217.96	\$192.75
Family	\$355.63	\$314.49

9.1042 For purposes of this agreement “family” as indicated in Article 9.10, Appendix A, Appendix B, and Appendix C shall include the tiers titled Family, Employee & Spouse, and Employee & Child(ren).

9.105 Beginning with the 2010 insurance plan year (calendar year), an alternate medical insurance plan will be offered. The alternate medical, prescription, and vision carrier and plan for the Board and Association effective January 1, 2010 shall be Anthem Blue Access (PPO) Alternate Plan, with the list of benefits or better than stated in Appendix C, ‘Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Alternate Plan Summary of Benefits’.

9.1051 Eligible employees who previously enrolled in the Anthem Blue Cross Plan Blue Access (PPO) Option 1 plan, or those not previously enrolled in the district’s medical insurance plan may elect to change their coverage to the Anthem Blue Access (PPO) Alternate Plan during the open enrollment period for the 2010 insurance plan year and subsequent years by completing the appropriate enrollment form(s).

9.1052 Employees shall have the right to enroll in the Anthem Blue Cross Plan Blue Access (PPO) Option 1 plan during the open enrollment period for any plan year regardless of previous enrollment in the Anthem Blue Access (PPO) Alternate Plan.

9.1053 For purposes of this agreement "family" as indicated in Article 9.10, Appendix A, Appendix B, and Appendix C shall include the tiers titled Family, Employee & Spouse, and Employee & Child(ren).

9.106 Beginning with the 2010 insurance plan year (calendar year), the Anthem Blue Cross Plan Blue Access (PPO) Option 1 and the Anthem Blue Access(PPO) Alternate Plan, with the list of benefits or better than stated in Appendix B, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Option 1 Summary of Benefits', and Appendix C, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Alternate Plan Summary of Benefits' shall include a mandatory mail service pharmacy provision for maintenance medications.

9.1061 The penalty for using a retail pharmacy rather than the mail service pharmacy for maintenance medications shall not exceed 100% of the drugs' discounted retail price.

9.1062 Employees may fill a prescription for maintenance medications up to three times at a network retail pharmacy, paying the applicable co-pay, before switching to the mail service pharmacy.

9.11 HEALTH MAINTENANCE ORGANIZATION

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

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

9.12 FLEXIBLE SPENDING ACCOUNT

- 9.121 A Plan Design for a Flexible Spending Account shall be offered to Teachers on a voluntary basis to use pre-tax dollars for qualified non-covered medical, dental and vision care expenses including deductibles and coinsurance.
- 9.122 A Plan Design for a FSA shall be offered to Teachers on a voluntary basis to use pre-tax dollars to pay for qualified dependent care expenses including, but not limited to babysitting and day care.
- 9.123 The FSA Plan Designs shall be administrated by Vantage Financial Group Plan Services, Inc., (VFGPS).
- 9.124 VFGPS shall present to Teachers the necessary enrollment forms, materials, and other documents for the purpose of educating Teachers before they decide to enroll in the FSA. VFGPS shall come to the school district to make the needed presentation(s) prior to the annual open enrollment period.
- 9.1241 The Board shall cover all administrative costs including but not limited to set-up fees and ongoing administrative fees.
- 9.125 The Teacher shall pay all per participant fees [six dollars (\$6.00) per month for the FSA taking effect January 1, 2007], whether by debit card or standard check reimbursement.
- 9.126 It is understood by the parties that implementation of the FSA will continue through December 31, 2010. Prior to this date, the FSA Plan Designs will be reviewed by the joint insurance committee. A recommendation from the joint insurance committee and a vote of the parties to either continue or discontinue offering the FSA shall be made prior to the open enrollment period for the 2011 Plan year.

9.13 INSURANCE CONTRACTS

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

9.14 DESCRIPTION OF PLAN BENEFITS

Within thirty (30) days following the signing of this Contract and thereafter as amendments in coverages are made, each teacher shall receive a plan description for each insurance benefit provided by the Board as it is available from the insurance company.

9.15 STRS PICKUP

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

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

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

9.16 SUBSTITUTE TEACHER PAY

A substitute teacher shall be paid no less than 0.0025 of the base salary (\$90.19 – 2010-2011) (\$91.99 – 2011-2012) per day.

9.161 Long Term Substitute Pay - Teachers employed as a substitute with an assignment to one (1) specified teaching position shall be paid at the daily substitute rate determined in Section 9.16 for the number of days of their long-term assignment as determined by Board Policy 3120.04 – Employment of Substitute Teachers (2007-2008 is thirty days). After said number of days in one (1) assignment, Long Term Substitutes shall be placed on the Teacher Salary Index Schedule in accordance with Sections 9.0321 through 9.0329 with an experience level from BS + 0 to BS + 5 years maximum, depending upon years of experience.

9.1611 Long Term Substitutes who are former regular employees of the West Geauga Local School District shall be paid at the daily substitute rate as determined in Section 9.16 for not more than the first thirty (30) days of their assignment to one (1) specified teaching position. After said number of days, former West Geauga Local School district regular employees shall be placed on the Teacher Salary Index

Schedule in accordance with Sections 9.0321 through 9.0329 with an experience level of BS + 0 to BS + 5 years maximum, depending upon years of experience.

9.17 CLASSROOM COVERAGE BY TEACHERS

The Board agrees to pay the rate of twenty dollars (\$20.00) per hour at the elementary schools and twenty dollars (\$20.00) per class period at the middle school and high school for classroom coverage by teachers.

9.18 REHIRING A RETIRED WEST GEAUGA TEACHER

Any bargaining unit member who wishes to retire contingent upon being rehired to the same position may indicate same in writing to the Superintendent by March 15. The Superintendent will notify the bargaining unit member of his/her intent to recommend the rehire to the Board pending a public hearing no later than May 15. If that bargaining unit member is recommended by the Superintendent for the position being requested, said bargaining unit member shall earn seventy percent (70%) of the annual salary held upon their retirement for each year that they are rehired based on the teacher salary schedule at the appropriate training level and shall receive all the other rights and benefits of the contract between the Association and the Board, except that the bargaining unit member shall receive only a one (1) year contract. Employment in subsequent years shall be at the discretion of the Board. Also, the bargaining unit member shall not be eligible for additional severance pay unless he/she works five (5) years.

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

ARTICLE X – EFFECTS OF THE CONTRACT

10.01 NO REPRISALS

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

10.02 AMENDMENT

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

10.03 SEVERABILITY

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

10.04 LEGAL RIGHTS

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

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

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

10.05 INDIVIDUAL CONTRACTS

All individual contracts entered into between a teacher and the Board

shall be consistent with the terms and conditions of this Contract. Compensation for bargaining unit positions shall not exceed those rates set forth in this Contract except as agreed to by the parties to this Contract.

10.06 DUPLICATION AND DISTRIBUTION

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

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

10.07 TOTAL AGREEMENT

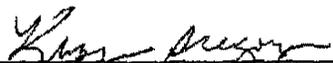
The parties acknowledge that this Contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

10.08 DURATION

This Contract shall remain in force from July 1, 2010, through 11:59 PM June 30, 2012.

The parties to this Contract signed this date April 26, 2010.

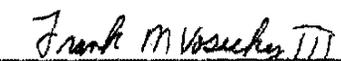
FOR THE ASSOCIATION



Kristin J. Gregory, President



Patricia A. Wright, Chairperson

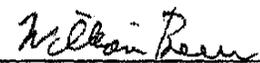


Frank Vosicky III, Treasurer



Todd Jaeck, Labor Relations Consultant

FOR THE BOARD



William Beers, President



Anthony Podojil, Superintendent



Michele Tullai, Treasurer



John Podgurski, Attorney

APPENDIX A – INSURANCE CERTIFICATE OF COVERAGE

The following will appear in your insurance plan booklet:

Certificate of Coverage

Increase in the deductible for out-of-network providers:

\$150 – Single \$300 – Family

Increase in the out-of-pocket expenses for out-of-network providers:

\$600 – Single \$1,200 – Family

Network Provider benefits will be paid for Non-Network Providers in the following circumstances:

1. Covered persons residing outside the Network Provider service area who are treated by providers outside the service area.
2. Student Dependents living outside the Network Provider service area who are treated by Non-Network Providers while attending school or Covered Persons visiting outside the Network service area who require Medically Necessary care.
3. Referrals by Network Providers.
4. Treatment of an Acute Medical Condition.
5. Charges made by Non-Network Providers for services that are not available within the scope of the Network.

Network Providers benefits will be paid for certain Network Hospital-affiliated Physicians who are Non-Network Providers. This is limited to charges for anesthesiologists and emergency room Physicians and the professional component charges for pathology and radiology. Charges made by a Hospital-affiliated Physician must be Reasonable and Customary as determined by the Plan.

APPENDIX B – INSURANCE PLAN SUMMARY

Your Anthem Benefits



West Geauga Local Schools
 Blue AccessSM (PPO) Option 1 - Current Plan
 Summary of Benefits, Effective 01/01/2010

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	None	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • routine and non-routine mammograms (regardless of outpatient setting) • diabetic education (regardless of outpatient setting) • certain medical nutritional therapy (regardless of outpatient setting) • MRAs, MRIs, PETS, C-Scans Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds 	\$10/\$10 \$5 No copayment/coinsurance \$10 \$10 \$10 No copayment/coinsurance	20% 20% 20% 20% 20% Not Covered 20%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	\$10/\$10 No copayment/coinsurance	20% 20%
Emergency and Urgent Care <ul style="list-style-type: none"> • Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services 	\$75 \$35	\$75 \$35
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	No copayment/coinsurance	20%
Inpatient Facility Services Unlimited days except for: <ul style="list-style-type: none"> • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days Network/Non-Network combined for skilled nursing facility 	No copayment/coinsurance	20%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> • Surgery and administration of general anesthesia 	No copayment/coinsurance	20%
Other Outpatient Services (including but not limited to): <ul style="list-style-type: none"> • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/ Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices \$4,000 benefit maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services 	No copayment/coinsurance No copayment/coinsurance	20% No copayment/coinsurance No copayment/coinsurance

West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary -
 Current Plan (continued)

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical therapy: 20 visits Occupational therapy: 20 visits Manipulation therapy: 12 visits Speech therapy: 20 visits 	\$10/\$10 No copayment/coinsurance	20% 20%
Behavioral Health Services	Copayments/Coinsurance based on setting where covered services are received	Copayments/Coinsurance based on setting where covered services are received
Human Organ and Tissue Transplants³ Acquisition and transplant procedures, harvest and storage.	No copayment/coinsurance	50%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip Mandatory mail after 3 retail fills for maintenance medication Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$15/\$30 \$25/\$37/\$75	50%, min \$30 ⁵ Not covered
Lifetime Maximum (Combined Network and Non-network)⁶	\$5 million	\$5 million

- Notes:**
- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
 - Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
 - Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
 - Dependent Age: to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.
 - Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
 - Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections. No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
 - PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
 - SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
 - Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
 - Benefit period = calendar year

¹These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

²Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

³If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

⁴Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

⁵Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum

met, no additional Prescription Drug claims will be paid.

**West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary -
Current Plan (continued)**

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period: None

Exceptions (subject to medical policy guidelines):

- Plan would provide coverage for sexual dysfunction.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Attachment "B" Humana PPO 196/185 Dental Benefits Summary

Effective Date: January 1, 2007		
Page 1/2		
Carrier	<i>Humana</i>	
Plan Type	PPO 196/185	
CALENDAR YR. DEDUCTIBLE		
- Per Individual	\$25 per Individual	
- Per Family	\$50 per family	
- Deductible Waived for Preventive	Yes	
DENTAL BENEFITS		
	Network	Non-Network
- Type 1 - Preventive/Diagnostic	100% (No Ded.)	100% (No Ded.)
- Type 2 - Basic Services	Ded. then 90%	Ded. then 80%
- Type 3 - Major Services	Ded. then 60%	Ded. then 60%
- Type 4 - Orthodontia	60% (under age 19)	
REIMBURSEMENT PERCENTILE		
	90th percentile UCR	
ANNUAL MAXIMUM		
- Type 1, 2 and 3 Services	\$1,500 per individual/cal. yr.	
- Type 4 Services	\$1,000 per lifetime	
WAITING PERIODS		
- Type 1 Services (Preventive)	None	
- Type 2 Services (Basic)	None	
- Type 3 Services (Major)	None	
- Type 4 Services (Orthodontia)	None	
- New Employees	None	
- Late Applicants	0/12/12/12	
TYPE 1 SERVICES (PREVENTIVE)		
	Oral Examinations	
	Prophylaxis-Cleaning & Scaling	
	Space Maintainers (under age 19)	
	Topical Fluoride Applications	
	Full mouth & Bitewing X-rays	
	Sealants (molars only, to age 14)	

Page 2/2	
Carrier	Humana
Plan Type	PPO 196/185
TYPE 2 SERVICES (BASIC)	Fillings
	Extractions
	Endodontics-Root Canal
	Periodontics
	Anesthesia
	Injections of Antibiotic Drugs
	Oral Surgery
	Emergency Palliative Treatment
	Repair of crowns, dentures, inlays & onlays
	Repair of Bridgework

TYPE 3 SERVICES (MAJOR)	Bridgework
	Crowns, Onlays & Inlays
	Dentures
TYPE 4 SERVICES (ORTHODONTIA)	\$1,000 lifetime maximum benefit.
DEPENDENT AGE	19/23; End of calendar year

Note: The above information includes highlights of the proposed benefits. Benefits and rates can change depending on actual enrollment. The benefit information provided above is only a summary of the plan of benefits. For a complete description of benefits and exclusions under the plan, please request a Certificate of Coverage.

APPENDIX C – ALTERNATE INSURANCE PLAN SUMMARY

Your Anthem Benefits



West Geauga Local Schools
 Blue AccessSM (PPO) - Alternate Plan
 Summary of Benefits, Effective 01/01/2010

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000
Physician Home and Office Services (PCP/SCP)	\$25/\$25	30%
Primary Care Physician (PCP)/Specialty Care Physician (SCP)	\$5	30%
Including Office Surgeries and allergy serum:	10%	30%
• Allergy injections (PCP and SCP)	\$25	30%
• Allergy testing		
• Routine and non-routine mammograms (regardless of outpatient setting)	\$25	30%
• Diabetic education (regardless of outpatient setting)	\$25	Not Covered
• Certain medical nutritional therapy (regardless of outpatient setting)	10%	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds		
Preventive Care Services		
Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Routine Vision and Hearing exams	\$25/\$25 10%	30% 30%
• Physician Home and Office Visits (PCP/SCP)		
• Other Outpatient Services @ Hospital/Alternative Care Facility		
Emergency and Urgent Care		
• Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted)	\$75	\$75
• Urgent Care Center Services	\$35	\$35
Inpatient and Outpatient Professional Services	10%	30%
Include but are not limited to:		
• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		
Inpatient Facility Services	10%	30%
Unlimited days except for:		
• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)		
• 90 days Network/Non-Network combined for skilled nursing facility		
Outpatient Surgery Hospital/Alternative Care Facility	10%	30%
• Surgery and administration of general anesthesia		

Other Outpatient Services (including but not limited to): <ul style="list-style-type: none"> • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices \$4,000 benefit maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services 	10% 10% 10%	30% 10% 10%
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West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary - Alternate Plan (continued)

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> • Physical therapy: 20 visits • Occupational therapy: 20 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits 	\$25/\$25 10%	30% 30%
Behavioral Health Services	Copayments/Coinsurance based on setting where covered services are received	Copayments/Coinsurance based on setting where covered services are received
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> • Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip Mandatory mail after 3 retail fills for maintenance medication Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$30/\$60 \$25/\$75/\$150	50%, min \$30 ⁵ Not covered
Lifetime Maximum (Combined Network and Non-network)⁶	\$5 million	\$5 million

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- **Dependent Age:** to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.
- **Specialist copayment** is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.

- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
Benefit period = calendar year

These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits or limitations.

Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

xx Non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary - Alternate Plan (continued)

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period: None

Exceptions (subject to medical policy guidelines):

- Plan would provide coverage for sexual dysfunction.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

