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AGREEMENT

BETWEEN THE

WICKLIFFE EDUCATION ASSOCIATION

AND THE

WICKLIFFE CITY BOARD OF EDUCATION

2013-2015

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ARTICLE I

PROCEDURAL AGREEMENT

SECTION 1 – RECOGNITION

The Wickliffe Board of Education (hereinafter "Board") recognizes the Wickliffe Education Association (hereinafter "Association") as the sole and exclusive representative for the purposes of collective bargaining for all classroom teachers, special teachers (art, remedial, learning disability, reading, Title I, music, project director, physical education), department heads, guidance counselors, certified librarians, nurses, and other certificated employees of the Board (hereinafter usually referred to as "teachers or employees") who are eligible for membership in the Association.

1.01 Scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

1.02 Such employees have the right to join or to refrain from joining any organization.

1.03 The period of organization shall continue unless a successor is elected or recognition is withdrawn in accordance with O.R.C. 4117.

1.04 Representative elections shall be in accordance with O.R.C. 4117 State Employment Relations Board (SERB) Procedures.

SECTION 2 – PROCEDURES

2.01 Both the Association and the Board shall establish standing negotiating committees limited to six individuals whose membership lists shall be submitted in writing to the Association President and to the Superintendent at least two (2) days in advance of the first meeting. The membership of such committees shall remain unchanged unless mutually agreed upon by both parties. Both the Association and the Board have its choice of representation in negotiations.

2.02 By the last business day of the first full week in January of the negotiating school year, the negotiating committees of the Association and the Board shall each prepare and submit a preliminary list of items to be negotiated. These lists shall be the basis of subsequent negotiating sessions but shall not restrict either committee from proposing other items for discussion as provided in Section 2.03.

2.03 By the last business day of the second full week of January of the negotiating school year the Superintendent shall meet with the President of the Association for the purpose of finalizing the list of negotiation items for that school year. Any additions to this list may be made only by the mutual consent of the

Superintendent and the President of the Association. Such additions must be submitted in writing to the chairperson of each negotiating committee. By the last business day of third full week in January of the negotiating school year the Superintendent shall meet with the President of the Association for the purpose of exchanging all written proposals.

2.04 A mutually convenient initial meeting shall be held no later than the first week in February for the purpose of beginning negotiations. The effective dates of each item in the package shall be negotiated.

2.05 Consultants may be used by either party.

2.06 During the period of consideration, interim reports of progress may be made to the Association and the Board by their respective negotiating committees. Any public reports shall be written and issued only by mutual consent when signed by the Superintendent and the President of the Association.

2.07 While discussions are in process, any release prepared for news media shall be approved by both groups and signed by the Superintendent and the President of the Association.

2.08 The Board agrees to furnish the Association's negotiating committee, upon reasonable request, all available information concerning the financial resources of the district and such other information as will assist the Association.

SECTION 3 – AGREEMENT

Agreement will be reached when the following steps have been sequentially completed:

3.01 Within the mutually agreed upon period of time, the Board's negotiating team and the teachers negotiating team reach agreement on the items negotiated; the items are reduced to writing; and the negotiated package is signed by the chairperson of each negotiating team.

3.02 Within two weeks after the signing of the negotiation package by the chairmen of the negotiating teams, the Association membership ratifies the negotiated package agreed upon by the negotiating committees; the President of the Association signs the negotiated package ratified by the Association and sends it by registered mail to the President of the Board.

3.03 Within two weeks of receipt of the negotiated package from the Association, the Board at a public meeting approves the negotiated package that has been ratified by the Association. The President of the Board and the President of the Association sign the Board-approved negotiated package. The items in the negotiated package are incorporated in the Official Policies of the Board.

SECTION 4 – DISAGREEMENT

4.01 Disagreement exists when any of the following conditions occur:

4.011 The Board's negotiating team and the Association's negotiating team fail to reach agreement on the items to be negotiated during the mutually agreed upon period of time.

4.012 The Association membership fails to ratify the negotiated package agreed upon by the Board's negotiating team and the teachers negotiating team within two (2) weeks after being signed by the chairmen of the negotiating teams.

4.013 The Board fails to approve the negotiated package approved by the Board's negotiating team and the teachers' negotiating team and ratified by the Association membership within two (2) weeks after receipt from the Association.

4.02 In the event that agreement is not reached per Section 3, either the Board or the Association may request the assistance of a Federal Mediator by contacting the Federal Mediation and Conciliation Service (FMCS). This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14 (C) (1) (f).

SECTION 5 – AMENDMENTS

5.01 Either party to this agreement may propose amendments thereto, furnishing written copies of such proposed amendment(s) to the other party at least ten (10) days prior to anticipated consideration.

5.02 At the next meeting of the Negotiating Committees following notice as provided above, consideration of the proposed amendment(s) shall be printed, and such consideration shall proceed as stipulated in Section 3 above.

5.03 Any mandatory Ohio statutes hereinafter enacted which are pertinent hereto shall be observed as though part and parcel of this Agreement.

ARTICLE II

GRIEVANCE PROCEDURE

SECTION 1 – DEFINITION

1.01 A "grievance" shall mean a complaint by a person, or group of persons, that there has been a violation of this Agreement. The term "grievance" shall not apply to any matter to which the school is without authority to act.

If a person, or group of persons, have complaint(s) relating to policy and/or procedure outside of the bounds of this negotiated agreement, he, she, or they may formally pursue a resolution to that complaint by taking the matter up at first with the lowest administrative level possible; then, if necessary, with the Superintendent; and finally, if necessary, with the Board of Education.

1.02 An "aggrieved person" is the person or group of persons making the complaint.

1.03 A "party of interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

SECTION 2 – PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances of all professional personnel. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION 3 – INFORMAL PROCEDURE

3.01 A person with a grievance shall first discuss it with his principal or immediate superior, either directly and/or through the Association, with the objective of resolving the matter informally. At any step, the administrator may waive the grievance to a higher step.

3.02 A grievance must be filed within thirty (30) school days from the time the grievant knew or should have known of the occurrence of the alleged grievance.

SECTION 4 – FORMAL PROCEDURE

4.01 Level One – If the aggrieved person is not satisfied with the outcome of informal procedures, he may present his claim as a formal grievance in writing to his principal or immediate superior and to the Association. The principal or immediate superior shall, within five (5) school days after receipt of the written grievance, render his decision and the reasons therefor in writing to the aggrieved person with a copy to the Association.

4.02 Level Two – If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file his written grievance with the Association within two (2) school days.

4.021 The Association shall, within five (5) school days after receipt, review the grievance and the answer and, if it desires, refer the matter in writing to the Superintendent or his authorized representative.

4.022 The Superintendent shall, within five (5) school days after receipt of the written grievance, meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance. The parties will make reasonable efforts to schedule the meeting at a mutually-convenient time and will endeavor to give twenty-four (24) hours notice of the meeting.

4.023 The Superintendent shall, within five (5) school days after the hearing, render his decision and the reasons therefor in writing to the aggrieved person with copies to the Association, the principal, and/or immediate superior involved.

4.03 Level Three – If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within two (2) school days request in writing that the Association submits his grievance to the Board.

4.031 The Association shall, within five (5) school days after receipt, review the grievance and the answer and, if it desires, refer the matter in writing to the President of the Board with copies to all parties in interest.

4.032 The Board shall, within ten (10) school days after receipt of the written grievance, meet with all parties in interest for the purpose of resolving the grievance.

4.033 The Board shall, within five (5) school days, render its decision and the reasons therefor in writing to all parties in interest.

4.04 Level Four – If the aggrieved person is not satisfied with the disposition of the grievance by the Board at Level Three, the Association, at the grievant's request,

may request a hearing before an arbitrator. The request for arbitration shall be made within fifteen (15) school days following receipt of the disposition of grievance in Level Three. The request for arbitration shall be by certified mail with return receipt requested to the Treasurer of the Board.

Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant or his designated representative shall mutually petition the American Arbitration Association ("AAA") to provide both parties with a list of seven (7) names.

Within five (5) days following receipt of the list of names from the AAA, the Board or its designated representative and the grievant or his designated representative shall attempt to select the arbitrator.

If an arbitrator cannot be mutually agreed to, he/she shall be selected by the alternate striking of names from the American Arbitration Association list by first one party, then the other party. When six (6) names have been stricken from the list, the remaining name shall be the arbitrator. The first party to strike a name from the list shall be decided by the flip of a coin.

Once the arbitrator has been selected, he/she shall be immediately notified, and he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. If, and only to the extent that, the decision is limited to determining that there has been a violation, misinterpretation, or misapplication of a specific term of this Agreement, the decision of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be fully paid by the losing party, which shall be so determined by the arbitrator in his/her written report.

SECTION 5 – RIGHTS OF INDIVIDUALS

5.01 This grievance procedure governs all professional employees of the school district but does not limit the right of any individual to have a grievance adjusted without intervention of the Association, provided he follows the guidelines set forth in Sections 5.011 through 5.015.

5.011 An individual who has a grievance may take the grievance verbally or in writing to the principal as an individual.

5.012 The principal shall have a conference with the individual within three (3) school days.

5.013 The principal shall make a record in writing of his decision concerning the grievance. A duplicate copy shall be given to the aggrieved person.

5.014 If the individual is not satisfied with the decision of the principal, he may take the problem in writing to the Superintendent, with a duplicate copy to the principal.

5.015 If there is no satisfaction from the Superintendent within five (5) school days, the individual may send his written problem to the President of the Board, with a duplicate copy to the Superintendent.

5.02 No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the WEA or any participant in the grievance procedure by reason of such participation.

5.03 Necessary witnesses, representatives, and grievants (maximum of two), shall be released from regular teaching duties to participate in necessary grievance hearings with pay. Every effort will be made to schedule hearings to minimize classroom disruption.

SECTION 6 – MISCELLANEOUS

6.01 So that the grievance can be processed as rapidly as possible, time limits at each level should be considered at a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual agreement.

6.02 In the event a grievance is filed or is being processed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

6.03 If the Association decides at any level of the grievance procedure that a grievance is without merit, or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction in his own interests, according to guidelines set forth in Section 5.01.

6.04 If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two.

6.05 Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

- 6.06** Only authorized forms for filing grievances made available by the Association shall be used by the parties in interest. Sample copies of authorized forms are attached to the grievance procedure.
- 6.07** The Board agrees that the Wickliffe Education Association, as sole official representative of all professional employees of the school district, shall be the only organized representative of certified personnel in grievance proceedings.
- 6.08** The Association shall furnish to each school principal and the Superintendent before October 1 of each school year the names of the Association building representatives.
- 6.09** No newspaper releases shall be made at any time during the grievance process by any of the parties of interest including administrators, association leaders, and Board members unless jointly approved.
- 6.10** This grievance procedure is a means of solving problems within the framework of the school organization; therefore, the only active participants in this entire procedure through Level Three shall be the staff of the Wickliffe City School System and/or representatives of the Association.

ARTICLE III

ASSOCIATION RIGHTS

SECTION 1

The Wickliffe Education Association shall be authorized to use the interschool mail facilities and the teachers' mailboxes. Such usage shall not include any attempts to disrupt the normal educational process.

SECTION 2

The Board shall designate reasonable space on a bulletin board in each building for the general use of the WEA. The bulletin board shall, when possible, be located in an area readily accessible to, and normally frequented by teachers. Such usage shall not include any attempts to disrupt the normal educational process.

SECTION 3

The administration shall make all reasonable efforts to avoid scheduling post-classroom duties which would conflict with the WEA's regularly scheduled monthly general membership meetings. The WEA shall give the Superintendent a tentative schedule of meetings for the school year by September 15, and shall notify the Superintendent of any necessary changes in the schedule as far in advance as possible. Except in emergencies, teachers shall be excused from post-classroom duties which conflict with WEA general meetings provided the Administration has had more than one week's advance notice of the date and the time of the meeting.

SECTION 4

The WEA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.

SECTION 5

During the hours when the school buildings are normally open, the WEA shall have the right to make reasonable use of school facilities for meetings and reasonable use of school equipment (such as typewriters and duplicating equipment) when it is not in use or needed for other purposes. The WEA shall give the building principal advance notice of use of facilities. Also, the WEA shall inform the school principal if extended use of such

equipment is contemplated. Supplies necessary for equipment use shall be provided by, or paid for by WEA. The WEA's use of facilities and equipment shall not disrupt the normal education process.

SECTION 6

The UniServ Consultant may enter a school building to consult with a teacher before the beginning and after the conclusion of the teachers' day, provided the consultant adheres to the previously arranged and stated visitor regulations.

In the event an emergency situation should arise, and the teacher should feel an urgent and immediate need for a consultant's services, the teacher shall notify the principal of the emergency situation and the intended contact with the consultant. In the event the nature of the emergency directly involves the school administration and its relationship with the teacher, the teacher may then notify the WEA building representative and explain the emergency situation calling for the immediate need for the consultant's services. The building representative shall then promptly apprise the principal of the emergency situation and of the intended contact by the teacher with the consultant. In the event of an emergency, the only times a teacher will be prohibited from meeting with, or consulting with, the consultant are as follows:

6.01 During those periods when the teacher is actually engaged in classroom instruction.

6.02 During periods when the teacher has previously scheduled a student or parent conference.

Before conferring with a teacher on school premises respecting the emergency, the consultant will inform the building principal's office of his presence in the building.

Nothing in this agreement is intended to restrict or limit the rights upheld by the Wickliffe teachers to meet with and confer with Association representatives.

SECTION 7 – FINANCIAL STATEMENTS

The Association President or his/her designee shall receive:

7.01 Board agenda;

7.02 A copy of the monthly fund report; and

7.03 A copy of the (unofficial) minutes of the previous meeting prior to each Board meeting.

Completed copies of financial documents needed for a yearly general fund analysis will be forwarded to the Association upon request. Other financial documents to allow the Association to prepare for negotiations will be available to the Association upon request. Information provided to the Association in accordance with this Section shall be at no cost to the Association. Information provided to the Association pursuant to a public records request shall be provided in accordance with the Districts public records policy.

SECTION 8

The Administration shall not schedule post-classroom duties for the purpose of preventing WEA officers and faculty representatives from fulfilling their obligations to the Association. The Administration will attempt to arrange a preparation period at the end of the day for the WEA President.

SECTION 9 – AGENCY FEE

9.01 Payroll Deduction of Agency 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, an agency fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

9.02 Notification of the Amount of Agency Fee – Notice of the amount of the annual agency 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 September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

9.03 Schedule of Agency Fee Payors

9.031 All Agency Fee Payors – Payroll deduction of such annual agency fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which shall be the required probationary period or (2) January 15.

9.032 Upon Termination of Membership During the Membership Year – The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the agency fee with respect to the former member, and the amount of the fee

yet to be deducted shall be the annual agency fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

9.04 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 agency fee deductions were made, the period covered, and the amounts deducted for each.

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

9.06 Entitlement to Rebate – Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the agency fee pursuant to the internal procedure adopted by the Association.

9.07 Indemnification of Employer – The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

9.071 The Employer shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;

9.072 The Association shall reserve the right to designate counsel to represent and defend the Employer;

9.073 The Employer 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/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

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

SECTION 10 – HEALTH-RELATED CONDITIONS

10.01 The parties shall comply with OSHA Blood borne Pathogen Rules and Regulations applicable to them.

10.02 An employee who has been exposed to or who contracts a chronic communicable disease shall be treated consistent with Americans with Disabilities Act requirements and applicable state laws.

10.03 Teachers and administrators will be offered training in the administration of prescribed oral medications and the use of EPI pens and inhalers with students while on field trips and/or in emergency situations. Such training will be offered at least annually. Teachers with such training may have responsibility for accompanying other classes on field trips and/or for assisting in school with other grade levels or on other floors.

The administration of daily medications at school to students shall remain the responsibility of school health professionals.

10.04 The administration of daily medications at school to students shall remain the responsibility of school health professionals.

10.05 For field trips parents of students who may require health oversight will be encouraged to accompany the class.

10.06 On a field trip, a tiered approach to providing health oversight assistance to students will be followed, starting with the parent (if present), then to the school health professional (if present), then to the educational aide or other qualified aides (if present), then to the teacher/administrator. Finally, the trip may be cancelled by the teacher with the approval of the building administrator.

ARTICLE IV
TEACHING YEAR

The teacher school year shall include a maximum of one hundred eighty-three (183) workdays; according to the school calendar, NEOEA Day will be a day when school will not be in session and will not be included in the official school calendar.

On days when school is closed as a result of inclement weather, lack of energy, or any other public calamity, teachers shall not be required to report for work and, furthermore, will not be docked pay nor lose sick or other paid leave credit.

Makeup days shall be scheduled only if the number of closed days exceeds the five (5) days mandated by Section 3319.08 O.R.C.

Makeup days, if any, shall be scheduled by the Superintendent in consultation with the WEA President, and it is understood that the teachers shall report on makeup days exceeding the five (5) days allowed by the state with no further compensation for those days.

ARTICLE V
SCHOOL CALENDAR

SECTION 1

Before submitting his annual school calendar recommendation to the Board, the Superintendent shall seek input from the WEA. The Superintendent shall also notify the WEA prior to recommending a change in the calendar during the year so that the WEA may, if it chooses, provide input on the change. Also, on its own initiative, the WEA may request that the administration consider recommended changes in the calendar to the Board.

SECTION 2

If input by the WEA, pursuant to Section 1, is not incorporated in the Superintendent's recommendation to the Board, the WEA may send a copy of its input to the Board.

SECTION 3

After complying with the above procedures concerning input, the final decision as to the calendar rests with the Board. However, once a calendar has been adopted, it shall not be unilaterally amended by the Board to extend the school year more than one (1) week due to catastrophe, calamity, or other unforeseen circumstances, beyond the original scheduled termination date.

ARTICLE VI

HOURS

SECTION 1

The maximum length of the teachers' normal scheduled workday shall be seven (7) hours and twenty (20) minutes in the high school; seven (7) hours and twenty (20) minutes in the middle school. At the elementary school the teachers' work day shall average no more than seven (7) hours and fifteen (15) minutes but in no event more than seven (7) hours and forty-five (45) minutes per day or thirty-six (36) hours and fifteen (15) minutes per week. These workdays shall include an uninterrupted duty-free lunch period of at least forty (40) minutes in the high school (exclusive of passing time); forty (40) minutes in the middle school; and fifty-five (55) minutes in the elementary school. Teachers may be required to report as much as twenty (20) minutes before the beginning of the instruction day, and may be required to stay after the end of classes until their normal responsibilities are completed. The administration may extend the teacher workday beyond the limits stated in this section for necessary faculty meetings; conferences with the administration, students, or parents; and emergencies. Such extensions normally shall not exceed one hour. Except in the case of an emergency there shall be no more than one such meeting per month. "Workday" means the time a teacher is required to be in the school building. "School day" is the time students are required to be in the building for classes.

SECTION 2

Teachers may leave the building at any time they do not have direct responsibilities for students or required administration or parent conferences or faculty meetings. However, as a matter of courtesy and communication, the principal or his designee shall be made aware of the teacher's absence from the building. The teacher is held responsible to return to his/her next assignment within the daily schedule. Teachers shall be free to engage in other activities when students are in other classes except in the case of when students are in the library and the principal requests the presence of the teacher.

SECTION 3

Elementary teachers may be required to remain on the building site until the buses leave the school premises or for a maximum of ten (10) minutes after the dismissal bell, whichever is lesser.

ARTICLE VII

TEACHER LOAD AND ASSIGNMENT

SECTION 1 – CLASS SIZE AND OVERAGE COMPENSATION

Because class size ratios, pupil-teacher ratios, and support and special teacher ratios are important to the learning process, and affect teacher welfare, it is the intent of the Board to maintain the best ratios possible consistent with quality education, the Board's responsibility to the will of the taxpayer, and State Department of Education standards. If any significant changes are contemplated, both the Association and Board will attempt to reach mutual agreement; however, the Board has the final decision-making authority. To address these shared objectives the Board shall make a good faith effort to assign students according to the ratios below, starting with the 2008-09 school year. (These ratios shall not apply to art, music and physical education classes in Grades K-12.):

1.01 Kindergarten: Not to exceed twenty-five (25).

1.02 Primary (Grades 1, 2, 3 and 4): Not to exceed twenty-six (26).

1.03 Combined total in teacher's regular classes (excluding art, music and physical education) in the Middle and High Schools: (based on a five day week): All core subjects shall not exceed 180 assigned students per teacher in 6 instructional periods or 150 assigned students per teacher in 5 instructional periods. Core subjects are Math, Science, Social Studies, foreign language and Language Arts

1.04 Should any classroom exceed these guidelines, or should the teacher feel that the composition of students in his/her classroom, even within these guidelines, will make achievement of instructional objectives unusually difficult, the teacher and the building principal shall consult and collaboratively work to identify possible solutions. If no solution occurs then the teacher(s) shall receive a stipend of two hundred fifty dollars (\$250.00) per semester for each student that is over the guidelines.

1.05 Teachers assigned IEP and 504 students shall be afforded access to those instructional documents within a week of the team and parent/guardian signing the IEP or 504.

1.06 Specialists shall have the following ratios:

- | | |
|-----------------------|--------------------------------|
| a. Vocal Music | 1:400 pupils |
| b. Physical Education | 1:400 pupils |
| c. Art | 1:400 pupils |
| d. Instrumental Music | 1:400 pupils |
| e. Speech and Hearing | 1:1000 pupils (1:60 qualified) |

- | | | |
|----|--|---------------------|
| f. | Social Workers | 1:2000 pupils |
| g. | Psychologists | 1:2000 pupils |
| h. | Reading Specialists | 1:500 pupils |
| i. | School Counselors | 1:600 pupils |
| j. | Nurses | 1:1500 pupils |
| k. | Librarians/Media Specialists | 1:1500 pupils |
| l. | Such other specialists as may be required by State Minimum Standards in such ratios as are required. | |
| m. | ESL Tutors | (Per ODE Standards) |

SECTION 2 – ASSIGNMENT CONTACT TIME

2.01 Daily student contact time will be two hundred ninety-five (295) minutes at the elementary school, two hundred eighty (280) minutes at the middle school and two hundred eighty-eight (288) minutes at the high school. At the middle and high schools, there shall be no more than six (6) instructional periods per day.

2.02 A reasonable effort will be made to equally distribute student contact time among teachers in the building.

SECTION 3 - SUBBING

Anytime a class needs coverage the building administrator will start by utilizing casual substitutes within the building during their unassigned (conference and preparation periods) before any permanent teacher is assigned.

Any teacher required to add additional students to their regularly assigned number of students because another teacher is absent due to illness or attendance at a meeting or conference will be compensated at .0008 times the district's base salary per hour, prorated for fractions of the hour.

Example: \$36,830 base pay = \$36,830 x .0008 = \$29.47 per hour.

1. If the entire class is added for the entire day (6.25 hours), the teacher will be paid \$19.63 x 6.25 hours or \$122.69 for the day.
2. If the entire class is added for four (4) hours, the pay will be \$29.47 x 4 hours or \$117.88, etc.
3. If the class is divided into parts and the parts are added to more than one teacher, the teachers involved will receive equal shares of the prorated hourly rate (\$29.47).

4. If a class is divided among three (3) teachers for the entire day, each teacher will receive one-third of the daily rate (\$206.29) or \$68.76.
5. If the same condition is in effect for a half day, the receiving teachers will receive one-third of half the daily rate (\$103.15) or \$34.38, etc.

STIPULATIONS

1. An entire class shall be defined as a regular classroom teacher's class.
2. In order for a teacher to be compensated under this provision, five (5) or more students must be added to the teacher's normal number of students.
3. Three-fourths of an hour would result in the following pay, \$19.63 x .75 hours or \$14.72 for three-fourths hour.

SECTION 4

Teachers who are required to move to another classroom and/or building due to an administrative decision shall be compensated for time spent moving. The compensation rate shall be one hundred dollars (\$100) per day (seven (7) hours) to a maximum of two hundred dollars (\$200) as certified by the teacher, provided the moving work is accomplished during non-contractual days. Partial days are compensated on an hourly basis.

SECTION 5

A teacher required to substitute during his/her conference period or special class period shall be compensated at .0008 times the district's base salary per hour, prorated for fractions of the hour.

SECTION 6 - PREPARATION/PLANNING PERIOD

6.01 All high school and middle school teachers shall have, in addition to their lunch period, one preparation/planning period per day.

6.02 Elementary building teachers shall receive no less than two hundred ten (210) minutes per week of preparation/planning time, at least thirty (30) minutes of which shall be consecutive per day. High School teachers shall have forty-eight (48) minutes per day of consecutive planning and conference time. Middle School teachers shall have a maximum of eighty (80) minutes per day, forty (40) minutes of which shall be consecutive per day.

6.03 Preparation/planning time in this section is prorated for part time teachers, but no part time teacher shall receive less than one-half (1/2) the amount of preparation/planning time allocated for the building.

ARTICLE VIII

IN-SERVICE

Approved in-service programs will be applied as credit for salary increments. Such credit would apply only to increments in this district and is not to be interpreted as applicable to, or equal to, university course credit. The regulations under which this would operate are:

SECTION 1

In-service credit programs will be made available to Wickliffe teachers when necessary; but no less than two (2) per year commencing in October and in February of each school year. Any change in the foregoing may be made by mutual agreement between the Superintendent of Schools and the President of the Association.

SECTION 2

The programs will be determined as qualifying for credit by the Superintendent of Schools, and will parallel university courses as closely as possible. Credit will assume fifteen (15) contact hours per semester credit.

SECTION 3

Participants must attend ninety percent (90%) of the meeting dates of such program.

SECTION 4

In-service advances teachers on the salary schedule if the teacher is not paid for the time taking the course. Such credit shall be applied to the salary schedule twice/year—October and February—retroactive to beginning of each semester.

SECTION 5

Certificates of completion will be granted to teachers enrolled in these programs, and such certificates will be included in their personnel records.

SECTION 6

Credit may be used only toward salary increments and will not apply toward degree status. The amount of credit will be pre-determined by the Superintendent.

SECTION 7

With the permission of guest lecturer, all in-service programs will be videotaped. Teachers who are unable to attend all of the live presentations may meet the ninety percent (90%) requirement by viewing the videotapes.

7.01 The responsibility for operating the videotaping equipment will be assumed by the Board, and every effort will be made to have a qualified operator available.

7.02 Make-up viewing must not be during the regular school day, including conference time.

ARTICLE IX
CURRICULUM STUDY

The curriculum needs will be studied annually. Input will be accepted from teachers who wish to submit it. Teachers who are engaged by the Board or Administration to perform work beyond their normal duties in connection with curriculum study and who do not receive additional compensation for such work will be granted release time necessary to accomplish the assigned tasks.

ARTICLE X

ASSIGNMENT, TRANSFERS, AND VACANCIES

SECTION 1 – VACANCIES

- 1.01** Any administrative, teacher, or nursing vacancy or new position will be clearly posted in every school building immediately upon receipt by the Superintendent of a written resignation, or the creation of a new position until that vacancy or new position is filled and approved by the Board.
- 1.02** During the summer, notification of any vacancy or new position shall be printed and mailed with each teacher's regular paycheck. Such notification shall continue until that vacancy or new position is filled and approved by the Board.
- 1.03** No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) working days during the regular school year, or fifteen (15) calendar days during the summer months, providing that vacancies arising after July 10 may be filled five (5) days after posting.

SECTION 2 – VOLUNTARY TRANSFERS

- 2.01** Teachers who desire to transfer into a vacancy or new position may make written application to the Superintendent. Such application will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Members of the bargaining unit applying for a transfer or a new position shall be afforded an interview.
- 2.02** No teacher may request a transfer to a position for which s/he is not highly qualified in accordance with state or federal law.
- 2.03** The Superintendent shall review voluntary transfer requests and may consider individual qualifications, seniority, instructional requirements, and the best interests of the students, teachers, and the school system. If the Superintendent decides to transfer one of several applicants for voluntary transfer to a vacancy, seniority shall control if other factors are equal.
- 2.04** If a teacher's request for a transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefor from the Superintendent or his designee.

SECTION 3 – INVOLUNTARY TRANSFERS

- 3.01** No teacher may be involuntarily transferred to an area for which s/he does not hold appropriate certification/licensure.
- 3.02** Notice of an involuntary transfer will be given to the teacher prior to June 1, except as they relate to vacancies arising after May 10.
- 3.03** Before giving notice of an involuntary transfer, the Superintendent or his designee will contact the teacher and afford the teacher an opportunity to discuss the proposed transfer with him. Upon request, the teacher will be given written reasons for the proposed transfer. If, after making a good faith effort, the Superintendent or his designee has been unable to contact the employee, then notice of the transfer may be sent.
- 3.04** Certified personnel shall be transferred upon agreement of the personnel being transferred and the building principals involved, with the approval of the Superintendent. If any of those personnel disagree, the Superintendent will render the decision. Seniority will be taken into consideration when making this decision. If the teacher believes he or she has been dealt with in an arbitrary, unreasonable, or unnecessary manner, he or she may follow the established grievance procedure.

SECTION 4 – DEFINITIONS

- 4.01** For purposes of this Article, "transfer" means reassigning a teacher to a different department at the secondary level; to a different grade at the elementary level; or to a different building.
- 4.02** Seniority herein shall be defined in Article XIV, Section 2, § 2.01 of this Contract.

SECTION 5 – NOTICE OF ASSIGNMENT

Notification of tentative assignment shall be made by the Superintendent or designee on or before June 1. Notification of permanent assignment shall be made no later than August 1.

ARTICLE XI
ABSENCES AND LEAVES

SECTION 1 – SICK LEAVE

Each regular (certified) employee of the Board shall be entitled for each completed month of service, to sick leave of one and one-fourth (1-1/4) workdays with pay.

The unused portion of sick leave is subject to unlimited accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year.

A regular certified employee who is absent because of illness and whose position has not been terminated, as provided by law, is still in service of this district, and accumulates sick leave credit while absent. Certified employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

- 1.01** Personal illness;
- 1.02** Pregnancy (From the birth of child can use up to 8 weeks of sick leave);
- 1.03** Injury (personal);
- 1.04** Exposure to contagious disease which could be communicated to others; or
- 1.05** Absence due to illness, injury, or death in the employee's immediate family (O.R.C. 3319.141).
- 1.06** An adoption eligible for leave shall be defined as an instance where neither biological parent is living in the household with the child. In the event of the adoption of a child, a teacher who is the adoptive parent and whose presence is temporarily required for the well-being of the child shall be granted sick leave. Such leave shall be up to forty (40) days in duration upon the written request of the teacher submitted to the Superintendent as much in advance of the commencement of the leave as circumstances permit.

The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, grandparent, or member of the same household.

Such absences shall be approved by the Superintendent or his designated representative. When feasible, reasonable advance notice should be given.

Upon return from sick leave, each employee of the Board shall furnish a satisfactorily signed statement indicating that the employee was absent for just cause and shall, upon request, give the name and address of an attending physician if medical attention was required. When sick leave is used, the substitute assigner shall be so notified at the earliest possible time so that he may secure an adequate substitute teacher. The teacher shall call the substitute assigner on the evening preceding, or not later than 7:00 a.m. of the day of absence.

1.07 Sick Leave Donations

In the event a member of the bargaining unit experiences a personal catastrophic illness or injury and exhausts sick leave as a result, the WEA and the Superintendent may agree to establish a mechanism to allow for continued medical coverages and/or receipt of compensation. Any agreement on, failure to agree on or failure to request the establishment of such a mechanism shall not be precedent setting and shall not be subject to the grievance procedure and/or an unfair labor practice charge.

SECTION 2 – PROFESSIONAL LEAVE

Teachers may attend professional meetings with permission of the Superintendent. When money is available, a fair amount will be allowed for expenses.

Professional meetings are defined as those conferences, conventions, school visitations, or other activities approved by the Superintendent. Delegates to the OEA and NEA conventions, upon approval of the building principal, may use professional leave days for this purpose but not remuneration for expenses.

Teachers in all departments will share or take turns in attending conventions as recommended by the building principal.

SECTION 3 – PERSONAL LEAVE

All certified personnel shall be granted up to four (4) days of paid personal leave each contract year. One (1) such day shall be unrestricted. Unused personal leave days are non-accumulative.

The three (3) restricted paid personal leave days shall be provided for the following purposes:

3.01 Observance of a religious obligation which is not a legal holiday.

3.02 Attendance at the employee's college graduation ceremonies, or those of a spouse, sibling, parent, child, or grandchild.

3.03 Legal appearance other than jury duty.

3.04 Personal or family business. Personal or family business is defined as necessary personal or family matters which cannot be conducted outside the regular school day.

3.05 Emergency. Emergency is defined as an urgent matter which requires absence from work that cannot be applied for in advance.

3.06 Other good and just cause.

Personal leave shall not be used to extend holidays or recesses, to provide vacations, for recreation, for social or fraternal functions, to engage in or seek other employment, to attend business trips with spouse, or matters properly covered under sick leave.

Application for paid personal leave shall, except in urgent emergencies, be made through the principal to the Superintendent prior to the date of such leave through the AESOP system for one of the following reasons (as listed in Appendix IV, 1-6). Every effort should be made to apply at least three (3) days in advance.

The leave shall be deemed approved upon timely receipt of a properly completed form, except that approval is required for Item 6 in the attached form.

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

3.07 Unused personal leave shall be compensated as follows:

One (1) or more unused days = \$100 per day
Four (4) days unused = \$450 total

SECTION 4 – PARENTAL LEAVE

Leave without pay for a period not to extend beyond two (2) complete school years shall be granted teachers requesting parental leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision may be waived by the Superintendent.

The Board may require that the termination of such leave coincide with the end of a school year, the end of a semester, or some other point in time at which the teacher's

return coincides with the needs of the Board to avoid disruption of the studies of pupils and work schedules of other employees. This provision shall not be construed to require return while illness or disability precludes their return.

Upon return to service at the expiration of such leave, the teacher shall resume the contract status which the teacher held prior to such leave, and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

If a teacher on leave decides not to return at the end of the leave, the teacher must notify the Superintendent promptly and submit a written resignation for Board action. Further, in order to insure consideration for transfer, assignment, and RIF of other employees, a teacher on leave should verify his/her intention to return with the Superintendent for the following school years by April 1 of the calendar year in which the school year begins, or should submit a resignation.

SECTION 5 – MEDICAL LEAVE

A Medical Leave of Absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need therefor.

5.01 The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.

5.02 If a teacher has been granted a Medical Leave of Absence for less than one (1) year and requests an extension of that Medical Leave of Absence, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original leave.

5.03 A teacher may not return to work prior to the expiration of the Medical Leave of Absence granted hereunder unless the Director of Personnel and Instruction approves the same.

5.04 Teachers with three (3) or more years contractual service with the Wickliffe Schools shall receive such Board-paid fringe benefits as are provided in this Contract while on Medical Leave. Other teachers shall be allowed to continue their group insurance coverages at their own expense.

5.05 Upon return to service at the expiration of such leave, the teacher shall resume the contract status which he/she held prior to such leave, and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

If a teacher on leave decides not to return at the end of the Medical Leave, he/she must notify the Superintendent promptly and submit a written resignation for Board action. Further, in order to insure consideration for transfer, assignment and RIF of other employees, a teacher on Medical Leave should verify his/her intention to return with the Superintendent for the following school year by April 1 of the calendar year in which the school year begins or should submit resignation.

SECTION 6 – SABBATICAL LEAVE

A leave for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment.

6.01 In order to apply for this, the teacher must have completed five (5) years of employment in the Wickliffe City School District. Each teacher must present a plan of action for the proposed leave for approval by the Board and the Superintendent.

6.02 The employee agrees to return to the district for a period of at least two (2) years. The Board will pay a minimum of the fringe benefit package. If the replacement teacher's salary is less than the expected salary of the teacher on sabbatical leave, the Board will pay the complete fringe benefit package and one-half the difference between the replacement salary and the regular teacher's salary, less the costs of the fringe benefit package, while on leave (maximum \$3000.00). This amount must be returned to the school district if the employee does not return to the school district for the required two-year period immediately following such leave.

6.03 No such leave shall be granted unless there is available a satisfactory substitute, nor shall such leave be granted to more than five percent (5%) of the staff at any one time. No such leave shall be granted to a teacher more than once for each five (5) years of service.

SECTION 7 – ASSAULT LEAVE

7.01 "Assault" means the causing of or attempt to cause physical harm or causing mental harm to an employee by any person when such employee charges such person with an offense prohibited by Title XXIX of the Ohio Revised Code. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of physical injury and/or emotional trauma resulting from an assault. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio revised code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence up to a maximum of sixty (60) days.

An employee shall be granted assault leave upon approval of the Superintendent according to the following rules:

The incident resulting in the absence of the employee must have occurred during the course of employment with the Board of education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or materials to or from said premises, activity, or event.

Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, any employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.

To qualify for assault leave for personal injury, the employee shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave. In addition, to qualify for assault leave fro emotional trauma, the report must be from a licensed psychiatrist if the leave extends beyond three (3) working days and the Superintendent may require a second opinion from a licensed psychiatrist selected by the Superintendent.

An employee shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

An employee who is approved for assault leave shall file a police report.

Employees shall not be permitted to accrue assault leave.

Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.

Falsification of a statement for assault leave is grounds for suspension or termination of employment.

Payment under this policy shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 of the Ohio revised Code.

SECTION 8 – JURY DUTY

In the case of jury duty, no deductions shall be made from accumulated sick leave or personal leave. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror.

SECTION 9 – OTHER LEAVES

Other leaves of absence without pay may be granted at the discretion of the Wickliffe City School District.

SECTION 10 – MISCELLANEOUS

No benefits that incur an expense to the Board will be granted to a teacher while on leave of absence without pay, except as required by law. Provided that if the benefit carrier permits, teachers on approved leave of absence without pay may elect to continue Board-approved group benefit plans so long as the teachers make immediate election to pay the cost thereof.

Evidence indicating to the Board that leave of absence without pay privileges have been abused may be considered just cause for dismissal from service.

SECTION 11 – FAMILY AND MEDICAL LEAVE ACT

11.01 Teachers shall have rights provided by the Family and Medical Leave Act. The Board may require the employee to take leave pursuant to other provisions of this contract when the purpose of a leave qualifies both under the FMLA and another contract leave provision. Such leave shall count towards the twelve (12) week FMLA entitlement, provided that the employee shall receive paid benefits (to the extent such benefits are otherwise Board-paid) for the first twelve (12) weeks of the leave even if he/she would not otherwise be entitled to paid benefits. Thus, for example, if an employee has six (6) weeks accrued sick leave and needs to be absent under circumstances qualifying for FMLA, sick leave (Section 1 of this Article) and unpaid medical leave (Section 5 of this Article), the employee shall first exhaust his/her six (6) weeks sick leave and then go on Section 5 medical leave; however, for the first six (6) weeks of the medical leave, the employee will be entitled to receive paid benefits. Similarly, if an employee who has not exhausted his/her twelve (12) week FMLA entitlement requests unpaid parental leave (Section 4 of this Article), then the time spent on parental leave shall count toward the FMLA entitlement provided that the employee shall have paid benefits for the first twelve (12) weeks (or balance of the FMLA entitlement).

11.02 The Board or administration shall designate a leave as FMLA leave at the commencement of the leave if the leave is to be counted toward the twelve (12) week FMLA entitlement.

11.03 For purposes of determining whether a teacher has worked sufficient hours during the preceding year to qualify, and for determining whether a teacher has exhausted the twelve (12) weeks of family leave during the current year, the term "year" shall be defined as the school year, July 1-June 30.

SECTION 12 – ASSOCIATION LEAVE

12.01 The Association shall be granted ten (10) days per school year for Association business. The WEA shall assign such days to elected or designated delegates of the WEA for the purpose of attendance at meetings or participation in the business of professional organizations affiliated with the WEA. The WEA President shall notify the Superintendent of the days and persons elected, designated or delegated as soon as possible but not less than five (5) school days before the leave days. The Board shall pay the costs of substitutes. An additional five (5) days shall be allowed with the cost of the substitute, if any, paid by the WEA.

ARTICLE XII

EVALUATIONS

SECTION 1 - EVALUATION PROCEDURE

Evaluations of members of the faculty who spend at least fifty percent (50%) of her/his time providing content-related student instruction shall be made in accordance with this Article XII and Board policy GCN.

SECTION 2

All such observations, walk-throughs and evaluations shall be written on the Wickliffe evaluation, observation and walk-through forms. eTPES shall be used when appropriate.

2.01 For the 2013-2014 school year, district Administrators employed by the Wickliffe City Schools, shall conduct an evaluation of each teacher at least annually. At the end of the 2013-2014 school year this provision will be reviewed. Each evaluation shall consist of:

1. Two (2) cycles of formal observations of at least thirty (30) minutes each and two (2) classroom walk-throughs by the evaluator. Preconferences will be scheduled with the individual teacher prior to each formal observation. During the preconference, the evaluator and the teacher will have the opportunity to discuss what the evaluator will observe during the classroom visitation. The teacher can share characteristics of the learners and the learning environment as well as objectives of the lesson and the assessment of student learning. The preconference provides the teacher an opportunity to identify areas in which he/she would like focused feedback from the evaluator. The teacher will complete and submit a pre-observation form (Appendix VIII) prior to each formal observation and no later than forty-eight (48) hours in advance of each scheduled preconference. In the event the scheduled observation does not take place, every reasonable attempt will be made to schedule and conduct the observation within two (2) school days of the previously scheduled observation.

A formal observation should last a minimum of thirty (30) minutes and should be conducted for an entire class period or lesson.

A post-observation conference shall be held within five (5) work days after each formal observation unless either the teacher or evaluator is absent or unavoidably detained by an emergency situation. If an absence or emergency occurs, the conference shall be re-scheduled in two (2) work days. The completed evaluation observation rule book will be provided to the teacher prior to the post-conference to enable the teacher to assemble evidence to

contribute to the post-conference discussions. The purpose of the post-conference is to provide teachers with opportunities to self-reflect on their lessons with the guidance and support of the evaluator. During the classroom observation the evaluator will document specific information related to teaching and learning. Each formal observation will be analyzed by the evaluator using the Teacher Performance Evaluation rubric (Appendix XII).

Should an observation result in identification of performance deficiencies rising to the unsatisfactory level, that observation shall be followed within five (5) work days by conference between the evaluator and the teacher to allow arising from the observation to be discussed and means of improvement to be addressed. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the 10th day of May.

For teachers who are on limited or extended limited contracts in accordance with a pursuant to O.R.C. 3319.11 and who are under consideration for non-renewal, one evaluation consisting of at least three (3) formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the 10th day of May.

Prior to any formal observation, the teacher to be observed shall complete and submit, to the evaluator, the pre-observation form (Appendix VIII). That form shall be completed and submitted to the evaluator at least forty-eight (48) hours prior to the pre-evaluation conference.

WALK-THROUGHS

Observations resulting in identification of performance deficiencies rising to the unsatisfactory level shall be followed within five (5) work days by conference between the evaluator and the employee in order for questions arising from the observation to be discussed and means of improvement to be addressed.

Walk-throughs (a minimum of two [2]) will be conducted by the evaluator for each classroom teacher. Walk-throughs typically last from five (5) to ten (10) minutes and are intended to establish a connection between the evaluator and the teacher and monitor the teacher's progress on targeted areas of instruction. These visits also provide the opportunity to gather evidence of instruction over a series of short classroom visits.

Teachers will be provided written feedback on evaluator walk-throughs on the Classroom Walk-through and Informal Observation Form (Appendixes IX and X). Feedback will be provided promptly following the completion of the walk-through,

The evaluator will complete and share the informal observation/walk-through form, (Appendixes IX and X).

PERFORMANCE EVALUATION

Upon completion of the formal observations and the walk-throughs, the evaluator will complete the teacher performance evaluation rubric (Appendix XII).

For those teachers on limited or extended limited contracts or under consideration for nonrenewal, one evaluation consisting of at least three formal observations will be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the 10th day of May.

All other teachers, the annual performance evaluation rubric (Appendix XII), shall be completed and shared with the teacher on or before May 10. By that same May 10 date the final summative rating of teacher effectiveness (Appendix XI) shall be completed and shared with the teacher.

Any teacher who disagrees with an observation in and/or a final evaluation may make a written reply prior to the last day of school, which reply shall be annexed to the evaluation and copies thereof, and shall be retained as part of the evaluation record. The teacher may sign the evaluation document at the end of the post-conference, or may return a signed copy to the principal within forty-eight (48) hours of the post-conference. The teacher's signature on the evaluation does not signify agreement, but merely that she/he has examined the document.

Seniority

Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations. For the 2013-14 school year, all teachers holding continuing contracts shall be deemed "comparable" in their areas of licensure for purposes of evaluation when seniority is considered in connection with retention decisions. For the 2014-15 school year, all teachers employed by the Board holding continuing contracts who have received evaluation ratings of accomplished, skilled and developing shall be deemed "comparable" in their areas of licensure for purposes of evaluation when seniority is considered in connection with retention decisions.

For the 2013-14 school year, all teachers employed by the Board and holding limited contracts shall be deemed "comparable" in their areas of licensure for purposes of evaluation when seniority is considered in connection with retention decisions. For the 2014-15 school year, all teachers employed by the Board holding limited contracts who have received evaluation ratings of accomplished,

skilled and developing shall be deemed "comparable" in their areas of licensure for purposes of evaluation when seniority is considered in connection with retention decisions.

ARTICLE XIII

TERMINATION

SECTION 1 – CONTRACT TERMINATION

Continuing teacher termination shall be in accordance with current applicable Ohio statutes. Upon the completion of the fourth year of employment, limited teachers shall be entitled to arbitrary, capricious, and unreasonable standard for contract termination. Appeals for limited teachers shall be made through the grievance procedure. This provision shall not apply to terminations effected under Article XIV, Reduction in Force.

SECTION 2 – NONRENEWAL OF LIMITED TEACHING CONTRACTS

Pursuant to O.R.C. Section 4117.10, the parties agree that the following procedures for non-renewal of teaching contracts shall supersede the provisions of state law, including O.R.C. Sections 3319.11 and 3319.111.

2.01 The Board of Education shall vote to non-renew limited teaching contracts no later than April 30 of the year in which the contract will expire.

2.02 The Board of Education shall notify the teacher in writing of non-renewal action not later than April 30. Any of the following shall constitute notice sufficient to comply with this section: (a) Personal delivery of the notice to the teacher. (b) Mailing the notice to the teacher's home address, postmarked no later than April 28. (c) Placing the notice in the teacher's mailbox at school. (d) Actual receipt of written notice by teacher from any source and by any means.

2.03 A teacher whose limited contract is not renewed may request a meeting with the Board of Education in executive session. The request must be made in writing and delivered to the Superintendent or Treasurer no later than May 10. Upon receipt of such timely written request, the Board of Education shall meet with the teacher in executive session before the end of the school year. At the meeting, the teacher shall be afforded the opportunity to present his/her case to the Board as to why his/her contract should be renewed. The meeting need not be conducted as a formal hearing.

2.04 Unless the Board of Education votes to reverse itself and reemploy the teacher, the Board of Education's non-renewal decision shall be final and non-appealable, except that a teacher with less than four (4) years of teaching experience in Wickliffe City Schools may grieve alleged procedural defects, but reinstatement will not occur unless it is shown that the alleged procedural defect has prejudiced the teacher.

Upon the completion of the fourth year of employment, limited teachers shall be entitled to arbitrary, capricious, and unreasonable standard for contract termination. Appeals for limited teachers shall be made through the grievance procedure.

SECTION 3 – OTHER CONTRACTS

Sections 1 and 2 of this Article shall apply to teaching contracts. It shall not apply to supplemental contracts. All such contracts shall be deemed non-renewed each year unless the Board of Education affirmatively acts to rehire the teacher and renew the contract.

ARTICLE XIV

REDUCTION IN FORCE (RIF)

School districts are finding it necessary to reduce their teaching staffs because of budgetary constraints, declining enrollments, changing course offerings and selections, and other comparable factors. In recent years, the Wickliffe School System has found it necessary to reduce staff for similar reasons and may be required to do so in the future.

In accomplishing reductions in force, the overriding concern has been, and in the future must continue to be, the welfare of the children of the school district.

Staff reductions can be achieved through administrative procedures and efforts which are as fair as is practicable to the personnel of the school system as a whole, under the difficult circumstances almost always attendant when a reduction in force takes place. Because of the compelling interests that come into play, no set of procedures for staff reduction is likely to be personally satisfactory to everyone affected or concerned.

Hard and fast rules cannot be applied in determining the extent to which reductions are necessary, or for determining which positions or employees will be affected. Seniority, for example, can and should play a legitimate role in determining the order in which reductions in force are made, but inflexible adherence to seniority does not. Compliance with state and federal laws relating to employment decisions or achievement of the educational aims of the school system may require taking factors other than seniority into account.

These administrative procedures have been established so that the certified employees of the school district can better understand in a general way what may happen should a reduction in force take place. These procedures are subject to revision in the future to insure accomplishment of the educational aims of the school system and to insure compliance with state and federal laws relating to employment decisions.

SECTION 1 – ATTRITION

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed on the basis of performance. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification, qualifications, and experience for the position, and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

SECTION 2 – SUSPENSION OF CONTRACTS

2.01 Reductions not achieved through attrition will be made by first determining what positions or educational areas will be reduced, and next by determining which individuals will be affected.

Within each affected position or educational area, reductions shall proceed as follows:

2.011 Teachers on limited contracts shall be reduced in reverse order of seniority as defined in this Article.

2.012 If the reduction level is not satisfied by teachers on limited contracts, teachers on continuing contracts shall be reduced in reverse order of seniority as defined in this Article.

2.013 If a teacher has more than one area of certification and would be reduced from his/her current position under §2.011 or §2.012 of this paragraph, s/he will be considered based on contract status and seniority in each position for which, at the time the Superintendent's recommendation is made, s/he holds certification/licensure, required for that position. A teacher who has not attained HQT status where such is required for the position, shall acquire such status before June 1 of the following year.

2.02 No less than seventy (70) calendar days prior to the effective date of a reduction in force, the administration shall give each affected teacher notice of suspension of his/her contract.

2.03 At least ten (10) calendar days prior to Board action on a recommended reduction in force, the Superintendent shall meet with the WEA representative(s) to review the proposed reduction in force.

As an example, if the Board were to decide at a June 1 meeting to reduce teachers for the following school year, the Superintendent would have had to meet with the WEA representative to review the proposed reduction in force no later than May 22. Teacher contracts could be suspended effective August 10, i.e., prior to the following school year.

2.04 The notice requirement of Sections 2.02 and 2.03 does not apply to any reduction that covers a single teacher and is due to lack of work (special education teacher with no students).

SECTION 3 – SENIORITY

3.01 Seniority –All teachers shall be placed on seniority lists in each of the teaching fields in which the teacher is certified/licensed. The three (3) levels – early childhood (K-3), middle childhood (4-9) and young adult (9-12) – shall be separate and distinct. Teachers holding teaching certificates/licenses which encompass more than one level shall be included on all appropriate lists. A teacher who has not attained HQT status in a position to which she/he bumps or seeks recall and where such is required for the position, shall acquire such status before June 1 of the following year.

3.011 The date of the Board meeting at which the teacher was hired.

3.012 High level of certification appropriate to the position, i.e., permanent, professional, provisional.

3.013 Previous interrupted service in the Wickliffe City School District.

3.014 Number of graduate hours completed after bachelor's degree.

3.015 Number of undergraduate hours completed after bachelor's degree.

3.016 Number of undergraduate hours.

Tie breaking criteria shall be submitted by the individual for his/her personnel file no later than February 1 of the year of the reduction in force.

3.02 **Factors Other Than Seniority** – Notwithstanding Section 2 above, exceptions to preference for retention based on length of continuous service and contract status may be made to insure the retention of particular skills that are needed, to comply with state and federal laws relating to employment matters, and to preserve supplemental duties and extracurricular activities. In any such cases, the President of the Association shall be so informed and consulted prior to determining the final RIF.

3.03 **Measuring Length of Service** – For the purpose of determining preference for retention, length of continuous service in employment with the school district will be measured on the basis of the length of actual uninterrupted service. Persons who are contracted to be at school four (4) hours or more per day for 183 days per year, or equivalent, shall be credited with one (1) year experience for each year under contract. Persons contracted for less than listed above shall be credited with one-half (1/2) year experience for each year under contract. Such crediting shall be exclusively for application to this article (RIF) of this Contract. All credits earned prior to September 1, 1980, shall be retained.

Periods of time on authorized leave of absence shall count towards an employee's continuous service in the district, provided that no employee shall be credited with more than one (1) year on continuous service for time spent on unpaid leave(s) due to reasons other than physical disability. Beginning September 1, 1992, time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority, but shall not constitute a break in seniority. The continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return.

3.031 Seniority List – The Superintendent of Schools or his/her designee shall post at each work site annual seniority lists showing area(s) of certification/licensure by each of the three (3) levels – early childhood (K-3), middle childhood (4-9), and young adult (7-12). The seniority lists shall show, as well, those areas of certification/licensure in which the teacher holds highly qualified status list and shall provide the President of the WEA with the lists by December 15 of each year. Employees shall have fifteen (15) workdays to challenge to the Superintendent in writing any possible inaccuracies contained in the lists. If such adjustment is valid, a new list shall be posted immediately. If there are no challenges to the lists within fifteen (15) days, the lists shall be considered final until the next posting.

SECTION 4 – REINSTATEMENT

Teachers whose contracts are suspended will have a right of restoration in the order of seniority of service in the District, with continuing contracts first recalled then limited, if and when teaching positions become vacant or are created for which any of the teachers are, or become, qualified. Teachers on limited contracts remain on the recall list for two (2) full school years and through August 15. Teachers on continuing contracts remain on the recall list for three (3) full school years and through August 15. The employee is obligated to keep the School District advised in writing of a telephone number and mailing address at which he/she can be reached. A teacher who declines an offered position is removed from the recall list.

This Article governs reductions in force of teachers in the District and supersedes Ohio Revised Code Sections 3319.11 and 3319.111 as related to reductions in force.

ARTICLE XV
PERSONNEL FILE

SECTION 1

There shall be in the District Administrative office the official personnel file for each teacher in which shall be deposited the following items:

- 1.01** Applications for employment including references;
- 1.02** Copy of latest contract, properly signed;
- 1.03** Ohio teaching certificate;
- 1.04** College transcripts and other in-service credits;
- 1.05** Record of tuberculosis test;
- 1.06** Written statements regarding conferences, together with any written replies thereto;
- 1.07** Performance record to include the principal's or supervisor's appraisal of work and growth according to formal evaluation procedures;
- 1.08** Letters of commendation and certificates of award; and
- 1.09** Signed letters of complaint may also be included after notification to the teacher and a conference held. If the teacher requests, the teacher's statement regarding the complaint shall also be included.

SECTION 2

Each item in the file shall be dated as to its entrance therein, and as to the date when such item was made.

SECTION 3

The official District records are maintained as "open files" and any information not classified as confidential by law may be examined by the employee to whom it relates upon request for such opportunity to the Superintendent. A copy will be provided upon request at teacher's expense.

SECTION 4

No anonymous letter shall be the basis for any evaluation or entry in the teacher's personnel file.

SECTION 5

All written formal evaluations to be included in the file shall be in accordance with the official teachers' evaluation procedures of the Wickliffe City Schools with any attached reply.

SECTION 6

All federal and state guidelines will be adhered to regarding personnel files.

ARTICLE XVI

SEVERANCE PAY

Certified employees of the Wickliffe City Schools who retire from the Wickliffe City Schools during the term of this Agreement shall be eligible for severance pay as provided in this Article.

SECTION 1

For the purposes of this section, an employee shall be deemed to "retire" if: (1) the employee becomes eligible for receipt of benefits from the State Teachers Retirement System at the time the employee terminates employment with the Wickliffe City Schools; or (2) the employee leaves the teaching profession when his/her employment in Wickliffe terminates, meets all requirements for receipt of benefits from the State Teachers Retirement System except age, and is within five (5) years of satisfying the age requirement.

SECTION 2

The employee shall file a copy of the retirement application papers with the Treasurer of the Board if the employee is then eligible for retirement benefits, and in any case, shall write a letter of resignation for retirement purposes to the Board.

SECTION 3

The employee shall be eligible for severance payment only once.

SECTION 4

Severance payment will be based on one-fourth (1/4) of the employee's accumulated and unused sick leave days, or sixty (60) days, whichever is the lesser number.

SECTION 5

All sick leave days accrued in the Wickliffe and other Ohio schools shall be used in computing Section 4.

SECTION 6

The number of days as determined in Section 4 shall be multiplied by the per diem rate for the position of the retiring employee in order to determine the amount of the severance payment. The per diem rate is determined by dividing the annual salary by the number of days in the adopted calendar for the position.

SECTION 7

The retiring employee shall not be eligible for unemployment compensation.

SECTION 8

Severance payment shall be made to the eligible employee with the first payday following the last regular paycheck prior to retirement. (Not applicable while Section 11 of this article is in effect.)

SECTION 9

The severance payment shall be subject to federal withholding tax, city and state income tax deductions, but shall not be subject to retirement contributions, hospitalization premiums, tax sheltered annuity payments, credit union payments, insurance premiums, or professional dues.

SECTION 10

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

SECTION 11

11.01 Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain Covered Employees (as defined below) shall have their severance pay and/or early retirement incentive pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Participation in the 403(b) Plan shall be mandatory for all Covered Employees. Such payment shall be in lieu of the payment being made directly to the Covered Employee; and such payment shall eliminate all sick leave credit of the Covered

Employee. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

11.02 The terms of the 403(b) Plan shall, at a minimum, include the following:

- A. A "Covered Employee" shall be any retiring member who meets both of the following requirements:
 - 1. The member is entitled to severance pay and/or early retirement incentive pay under the foregoing provisions of this Article, and
 - 2. The member's last day of employment is in or after the calendar year the member is or will be age 55.
- B. If a Covered Employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan at the time or times otherwise provided for payment of severance pay and/or early retirement incentive pay under the foregoing provisions of this Article provided that such amount is payable no later than the last day of the fifth calendar year following the calendar year of Covered Employee's termination of employment.
- C. In the calendar year of retirement, or in any other calendar year, the total amount that is to be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b) (e.g. under IRC Section 415(c)).
- D. To the extent that a Covered Employee's severance pay exceeds the maximum contribution allowable under the 403(b) Plan for any calendar year, the excess amount shall be payable to the 403(b) Plan in the following January, up to the maximum 403(b) Plan limits for that calendar year. To the extent that the contribution of severance pay under the 403(b) Plan in any calendar year exceeds the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under the federal income tax law for such years (e.g. under IRC Section 415(c)), for up to a maximum of five (5) calendar years after the calendar year of the teacher's retirement; and if there is any remaining amount of severance pay, the excess amount shall be paid to the retired teacher in cash.
- E. A Covered Employee who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the employee's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.

F. If a Covered Employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and shall be paid to the estate of the Covered Employee.

11.03 Any member who is entitled to severance pay who is not a Covered Employee under the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with the foregoing provisions of this Article. The member may elect to defer such payments to a TSA as permitted by law and Board policy.

11.04 All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the WEA guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a member.

ARTICLE XVII

SALARY AND FRINGE BENEFITS

SECTION 1 – SALARY

Provide for experience step, longevity and educational movement each year per current practice.

For 2013-2014, those employees not moving on experience steps nor moving from one longevity step to the next, a one (1) time stipend equal to 1.25% of the employee's base wage as reflected on the index from 2012-2013 to be paid in a single installment in September 2013.

For 2014-2015, those employees not moving on experience steps nor moving from one (1) longevity step to the next, a one (1) time stipend equal to 1.25% of the employee's base wage as reflected on the index from 2012-2013 to be paid in a single installment in September 2014.

1.01 Initial Salary Schedule Placement – The schedule provides that the basic salary classifications of the teacher shall be determined by professional qualifications--training and experience. Placement on the salary schedule shall provide for:

1.011 All years (120 days) of teaching service or substitute service in another public school or private school.

1.012 All years of active military service to a maximum of five (5) years.

1.013 All years (120 days) of teaching or substitute service in the school district.

1.014 Academic training hours from accredited academic institutions based on official college graduate credit relating to the teacher's teaching field and based on the current assignment or a related educational field that contributes to the overall improvement of teaching. Only credit hours obtained after receipt of the MA degree will advance the teacher past the MA column.

1.015 To qualify for the Ph.D. column of the salary schedule, the Ph.D. must be earned at an accredited college or university and either be in education or a field directly related to teaching assignment. Included is an Ed.D. Excluded is a Law Degree and M.D.

The above is subject to statutory limits and teacher's statutory obligations. Notwithstanding the above, for teachers hired on or after the first workday of the 1995-96 school year, the Board will be required to give credit for only the first five

(5) years of teaching experience outside of Wickliffe but may, at its discretion, credit beyond the first five (5) years.

1.02 Advancement on the Salary Schedule – Teachers shall advance horizontally on the salary schedule based on the following:

1.021 Academic training hours from accredited academic institutions based on official college graduate credit relating to the teacher's teaching field and based on the current assignment or a related educational field that contributes to the overall improvement of teaching. Undergraduate level credit that is not available or readily accessible at the graduate level may be credited at the Superintendent's approval.

1.022 To qualify for the Ph.D. column of the salary schedule, the Ph.D. must be earned at an accredited college or university and either be in education or a field directly related to teaching assignment. Included is an Ed.D. Degree. Excluded are a Law Degree and M.D.

1.023 All in-service credits that qualify under Article VIII of this Agreement.

1.024 Only credit hours and in-service hours obtained after receipt of the MA degree will advance the teacher past the MA column. Notwithstanding the above, in-service hours taken prior to obtaining a masters degree may be applied after obtaining a masters degree if the hours have not been previously applied on the salary schedule. To facilitate this deferral opportunity, starting July 1, 2001, all in-service hours will be automatically banked and will be applied to the salary schedule only at the direction of the teacher on a form to be provided for that purpose.

Such credit shall be applied to the salary schedule once/year in the fall effective at the beginning of the school year.

1.03 Longevity Payments – Longevity payments shall be paid in accordance with the following schedule:

YEARS OF SERVICE	INDEX	YEARS OF SERVICE	INDEX
20	.023	24	.027
21	.024	25	.028
22	.025	26	.034
23	.026	27 +	.045

Note: For the term of this contract, employees who are receiving longevity payments for between 28 and 31 years of service as of the 2005-2006 school year shall receive the greater amount of the longevity payment received in 2005-2006 or the Step 27+ payment.

1.031 Anniversary bonus payments on the above schedule will be applied to the salary of each certified employee at the twentieth (20th) year of certified service.

1.032 To qualify for an anniversary bonus payment on the above schedule, an employee must have served at least twenty (20) consecutive years in the Wickliffe City Schools. For the purpose of this section, to define "consecutive years," employees do not accrue longevity service (but do not lose service credit previously accrued) during the term of any approved leave or status of entitlement to recall on the RIF list. (Any person affected by this change must notify the Treasurer in writing no later than September 30, 2003 to qualify for the longevity payment.)

1.033 After twenty (20) consecutive years in the Wickliffe Schools, a certified employee may be credited with a maximum of five (5) years of service as a certified employee in other school systems.

1.034 Only years worked as a full-time certified employee in the public school system shall count towards years of service for anniversary bonus payments.

1.035 Appendix II sets forth the years of service and the amounts of the anniversary bonus payments to be paid. Employees shall receive a lump sum payment at the end of each school year in which the longevity payment was earned.

1.04 **Pay Periods** – Salary will be paid in twenty-six (26) pays each year. Normally pays will be biweekly, except that the biweekly schedule will be modified in years when biweekly pay would result in twenty-seven (27) rather than twenty-six (26) pays. Also, when a payday falls on a legal holiday when banks are closed, paychecks shall be made payable the Wednesday (last banking day) prior to the holiday. All teachers' salaries shall be paid through electronic paycheck deposit. Notification of deposit will be made via the district email system.

1.05 Paychecks shall, at the written option of the teacher, be delivered to the building to which the teacher is normally assigned or mailed by U.S. mail to the address provided to the Treasurer by the teacher.

1.06 At the beginning of each school year, employees will be notified as to their current step on the salary schedule and how many credit hours they have currently accumulated.

SECTION 2 – SUPPLEMENTAL AND SUMMER SALARIES

2.01 Members of the bargaining unit who apply for supplemental positions shall be entitled to an interview. If persons are assigned to perform extra duties listed on the attached supplemental salary schedule (Appendix III), they shall be paid the amounts stated on the attached schedule.

2.02 If the Board or Administration engages teachers to perform other extracurricular activity duties outside of the normal workday, the Board shall provide the Association with notice of the intended engagement and upon timely request by the Association, the opportunity to negotiate wages, hours, and other terms and conditions of employment.

SECTION 3 – HOURLY PAID TEACHERS

Beginning September 1, 1980, the rate of pay for each year will be increased at the same rate as the percentage increase on the base salary. Hourly paid tutors with five (5) years, ten (10) years, and fifteen (15) years experience in the Wickliffe Schools will receive an increment equal to .05 times the hourly rate.

SECTION 4 – LIFE INSURANCE

The Board shall provide a group term life insurance policy in the amount of fifty thousand dollars (\$50,000), and the Board shall pay the entire cost of providing such insurance.

SECTION 5 – HOSPITALIZATION, MAJOR MEDICAL, DENTAL, AND VISION CARE

The Board shall provide dental, group hospitalization and major medical insurance, and vision care policies for employees and their spouses and dependent children, provided that the employee complies with the terms of the policies and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer, or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents. When a husband and wife are employed by the Board, one family coverage will apply.

Effective September 1, 2011, all employees eligible for medical insurance coverage and who elect such coverage shall be enrolled in one of the three standard plan designs offered by the Lake County Schools Health Council. For full-time members, enrollment in PPO Plan 1 shall not require an employee contribution. Employees electing PPO Plan 2 shall require an employee contribution of \$30/month for single and \$60/month. Employees electing PPO Plan 3 shall require an employee contribution of \$80/month for single and \$165/month for family. Benefit descriptions are in attachment A.

Dental shall be no less than the coverage available in the 2000-2001 certificate of coverage. Vision insurance shall be no less than the coverage available during the 2000-2001 certificate of coverage. Effective the 1989-90 school year, the mental illness limit shall be increased to \$2,500 per calendar year.

Effective January 1, 1996, the vision coverage shall include a yearly eye examination, lenses, and/or contact lenses each year and frames every other year.

Effective the first pay in September 2006, employees who work less than full-time shall be eligible for all coverages in this Section as follows:

Under 50% of full-time average scheduled per week	not eligible
50% to 70% scheduled per week	Board pays 60% of the premium it pays for full-time
Over 70% to under 90% scheduled per week	Board pays 80% of the premium it pays for full-time

The Board's percentage premium payments are based on the payment the Board makes for full-time employees under each plan. The remainder of the premium is deducted from the employee's salary. The employee's payments toward premiums do not detract from or offset the employee's other required contributions under this Article, such as co-payments, deductibles, maximum annual out-of-pocket, or premiums.

5.01 The Board will pay those employees currently enrolled in any of the Board sponsored health plans seven hundred fifty dollars (\$750.00) if the employee waives his/her coverage in writing. The payment shall be made in a lump sum on the last payroll in August. The waiver must clearly explain the procedure for enrollment if a spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter. The rejoining is contingent upon the carrier's determination of insurability, subject to the approval of the Board stop loss carrier.

Procedures for insurance waiver and waiver forms shall be available from the Treasurer's Office.

The \$750.00 payment will increase to \$2,000 if four (4) or more people waive their insurance coverage in writing during the open enrollment period of any year.

SECTION 6 – MILEAGE

Employees will be paid mileage at a rate equivalent to the maximum allowable by the Internal Revenue Service.

6.01 Changes in the rate paid for mileage will become effective January 1 of each year.

6.02 Employees will qualify for mileage reimbursement when:

6.021 Traveling between Wickliffe Schools in the performance of their duties and other travels as assigned by the administration to fulfill the regular teaching contract.

6.022 Traveling to professional meetings approved by the Superintendent.

6.03 Payment of mileage shall be made after filling out a mileage expense form and properly completing a requisition order provided by the Board.

SECTION 7

The Board will treat the retirement paid by the teachers as a tax-sheltered annuity.

SECTION 8 – TAX SHELTERED ANNUITY

All tax sheltered annuity deductions shall be promptly forwarded following the billing by the appropriate tax-sheltering agency. If no billing is received by the tax-sheltering agency, the previous month's deduction shall be promptly sent to the agency.

Employee written requests for change in dollar amount and/or tax sheltered annuity company must be received from the tax sheltered annuity company by the payroll department one week prior to the effective pay date.

SECTION 9 – TUITION REIMBURSEMENT

The Board shall reimburse a teacher for the cost of credit courses approved by the Superintendent in accordance with the following guidelines:

9.01 There shall be an annual total limit on reimbursement of twenty-two thousand five hundred dollars (\$22,500.00) per school year.

9.02 Teachers are eligible to seek reimbursement for up to one-thousand dollars (\$1,000.00) in tuition in any year.

9.03 Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Treasurer's office and shall include proof of payment and satisfactory completion of the course.

9.04 In the event applications exceed twenty-two thousand five hundred dollars (\$22,500.00) for any year, the total of twenty-two thousand five hundred dollars (\$22,500.00) shall be allocated on an equal per credit basis among teachers who submit timely and complete applications.

9.05 Reimbursement will be made to eligible teachers on the pay date when the fall supplementals are paid.

SECTION 10 – ENROLLMENT OF CHILDREN OF CERTIFIED STAFF

10.01 Item four (4) of Board policy JECB shall remain in place so long as this section remains in the negotiated agreement.

10.02 Children of faculty members may attend Wickliffe City Schools without payment of tuition provided the child is educated in program offered by WCSD and within the boundaries of the district.

10.03 If the enrollment as a student by a child of a faculty member who is attending tuition-free moves the class size above the limits in 1.01, 1.02 or 1.03, the teacher parent pays the cost of the stipend in 1.04.

ARTICLE XVIII
DRUG-FREE WORKPLACE

SECTION 1

The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this Agency, the Association, and all students served for the Wickliffe City Local Schools to be a drug-free workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

SECTION 2

The Association further recognizes the right and duty of the Employer to make, publish, and enforce rules and policies to assure this result.

SECTION 3

The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

SECTION 4

Employees may be tested for illegal drug usage where there is reasonable grounds to believe that the employee to be tested is abusing illegal drugs as objectively found by at least one (1) qualified Employer representative.

SECTION 5

Provided the Employer had reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be disciplined up to and including discharge.

SECTION 6

Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register." Confirmation

testing shall meet standards recognized by the U.S. Department of Health and Human Services. Testing may include blood or urine.

Testing shall begin with the taking of one (1) fluid sample which will be divided into two (2) separate containers. Second samples shall be retained for a period established under the "Mandatory Guidelines for Federal Workplace," as accepted by the U.S. Department of Health and Human Services or six months, whichever is greater. If an employee tests positive, the second test shall be made from the original sampling.

SECTION 7

In the case of a "positive" test result, the employee shall be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee shall have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.

SECTION 8

The Employer shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures may accept a referral to such a Program.

SECTION 9

The Employer reserves the right to impose discipline, up to and including discharge, for violation of this policy. Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

SECTION 10

The Employer shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at the lab of his/her choice other than the one used by the Employer.

SECTION 11

Employee confidentiality shall be maintained.

SECTION 12

This Article shall be construed and applied so as to be consistent with the American Disabilities Act.

ARTICLE XIX
NO STRIKE/NO LOCKOUT

SECTION 1

During the life of this Agreement, the Association does hereby promise and agree that no member, officer, or employee of the Association shall participate in, approve, or consent to a strike or the withholding of services from the Board by the teachers.

SECTION 2

The Board shall not cause or sanction any lockout against the Association during the life of this Agreement.

ARTICLE XX

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

SECTION 1 – PURPOSE

The purpose of the Wickliffe Local Professional Development Committee is to administrate and review renewal of certificates and licenses in order to meet the requirement set down by OAC 3301-24-08 and O.R.C. 3319.22, and to review and approve coursework and other professional development activities that educators propose to complete for the purpose of license renewal.

SECTION 2 – MISSION

The mission of the district level committee will be to set policy and review individual professional development goals for certification and license renewal for Wickliffe City School District educators.

Professional Development focuses on those experiences which expand and enrich the environment of the classroom, building, and district. These experiences shall be directly related to student and teacher development as well as professional and district goals.

SECTION 3 – AUTHORITY

The LPDC shall have no authority or effect to review, delete, add to, or modify any article or section of the Labor Agreement. Actions of the LPDC are not to be contrary to the Labor Agreement or applicable Ohio Law and regulations, and any such actions will have no force or effect and may be disregarded by the parties.

SECTION 4 – COMMITTEE MEMBERSHIP

4.01 The committee will be comprised of five (5) members. Additionally, there will be an "administrator-on-call" who will serve on the LPDC only when it is reviewing administrator plans. The teacher members will be selected by the Wickliffe Education Association (WEA), and the administrative members and administrator-on-call will be selected by the Superintendent. During reviews/votes on teacher-submitted IPDPs, the administrator-on-call will not vote. During reviews/votes on administrator-submitted IPDPs, one teacher will not vote and the administrator-on-call will vote. The non-voting member will be determined by the committee.

- 4.02** The terms of office for LPDC members and the administrator-on-call shall be three (3) years beginning year 2000. Initial terms were staggered to maintain continuity. Members may serve consecutive terms.
- 4.03** Terms will commence with the August meetings of the LPDC.
- 4.04** Compensation for members of the committee will be based on full-year participation and will be a rate of four percent (4%) of the BA base of the teachers' salary schedule for all bargaining unit members. Bargaining unit members who serve as Recorder or Secretary (two positions) will receive an additional one percent (1%) of the BA base (5% total). Bargaining unit members who serve as chairperson (one position) will receive an additional three percent (3%) of the BA base (7% total). The Board will provide a secretary to provide recordkeeping and duties related to personnel records.
- 4.05** Members of the committee will not review or vote on their own IPDPs. When an LPDC committee member's IPDP is up for approval, the Superintendent will appoint an administrative replacement or the WEA President will appoint a teacher replacement to the committee for those reviews.
- 4.06** Subcommittees may be established in an effort to further the role and intent of the LPDC and meet the needs of the educators.

SECTION 5 – OPERATING PROCEDURES/MEETINGS

- 5.01** The initial meeting will be for a full day held in September. A schedule for the year will be developed at the September meeting and forwarded to the Treasurer for publication under the Sunshine Law. The committee will meet once a month, or as needed, to review proposed plans, forms, CEUs, coursework, PDUs, or participation in workshops, etc.
- 5.02** Notification of approval and/or recommendation or denial will be returned to the educator within ten (10) working days of the monthly meetings.
- 5.03** A quorum of three (3) voting members must exist for the committee to act upon goals, proposals, and completed documents.
- 5.04** The agenda will be set up by the committee chair. The chair will be selected at the September meeting.
- 5.05** The chairperson will appoint another committee member to keep minutes of each meeting. Minutes will be available through LPDC committee members.
- 5.06** The LPDC shall have access to necessary program materials, equipment, and facilities in order to carry out their professional responsibilities.

SECTION 6 – TRAINING

Training for LPDC members will be provided on an as-needed basis as opportunities become available.

SECTION 7 – EMPLOYEE PROTECTION

7.01 The Individual Professional Development Plan shall not be used as part of the evaluation process.

7.02 No Association member of the LPDC shall be subjected to discipline, other adverse employment action, or other form of retaliation based upon their mere membership or participation in the LPDC.

SECTION 8 – APPEALS OF THE LPDC DECISION

8.01 The LPDC shall maintain an appeal procedure.

8.02 The appeals decisions are not subject to the collective bargaining agreement grievance process.

ARTICLE XXI

RESIDENT EDUCATOR PROGRAM

SECTION 1 – RESIDENT EDUCATOR PROGRAM

1. Philosophy

- a. The Ohio Resident Educator Program is a four (4) year program of formative assessment and mentoring support that will culminate in the completion of a statewide summative performance-based assessment. The four (4) year program allows mentors and other colleagues to work with Resident Educators over time and move more deeply into the process of being an effective teacher.
- b. Resident Educators will receive ongoing formative feedback from mentors as they collaborate and document their work together. They will receive more formal, yet still formative, feedback on progress toward goals during the mid-year review and at the end of the school year.
- c. Resident Educators and Mentors will be required to follow the guidelines outlined by ODE.

*This language is meant to align to ODE's requirements. As ODE requirements change, so will contract language.

2. Administration of the Program

a. Resident Educator Planning Committee

- (1) A committee to plan the activities of the program will be comprised of three (3) members appointed by the Superintendent and three (3) WEA members appointed by the WEA President.
- (2) The committee shall plan, direct and assess the program as per ODE guidelines.
- (3) The committee shall assign Mentors to Resident Educators.
- (4) The committee will convene at the beginning of the year and when necessary to plan meetings for both mentors and resident educators, to discuss ODE requirements and to ensure proper implementation of the program.

- (5) At the beginning of each school year, the committee shall convene to ensure proper implementation of the program per ODE guidelines.

3. Mentor

a. Criteria ****ALL CRITERIA MUST MEET ODE'S REQUIREMENTS FOR MENTORS****

- (1) Five (5) year Professional License or two (2) year Provisional License that has been renewed two (2) or more times.
- (2) Five (5) years teaching experience.
- (3) Recent successful classroom experience within the past five (5) years.
- (4) Successfully complete state mentoring training.
- (5) Attend mentoring meetings as required by the Resident Educator Planning Committee.
- (6) Make weekly contact with the Resident Educator during the first semester to provide assistance and direction.
- (7) Meet or communicate regularly after the first semester to observe, give feedback and monitor progress of the Resident Educator.
- (8) Commit to working with the Resident Educator for the duration of their resident educator license.
- (9) Follow ODE's requirement for each year of the Resident Educator program.
- (10) Attend partial session of new teacher orientation to be introduced to Resident Educator and to have initial meeting to review first year resident educator process.

b. Appointment of Mentors

- (1) By May 15 of each year, the Superintendent will post a notice to all licensed staff that the District is seeking year 1 Resident Educator qualified candidates to serve as mentors for the following school year. The posting will include: candidate

requirements, expected hours of service and supplemental contract amount. A list of district-wide applicants will be maintained for review by the Resident Educator Planning Committee to match resident educators with mentors prior to the start of each school year.

- (2) The Resident Educator Planning Committee will create an appropriate match of Mentor and Resident Educator. If no qualified Mentor is available from the list of applicants, a trained mentor shall be recruited by the Committee.

4. Resident Educator

Per ODE's guidelines, to be eligible to participate in the Resident Educator program, beginning teachers must:

- a. Hold a valid resident educator license or alternative resident educator license of any type, or a one (1) year out of state educator license.
- b. Teach at least two (2) classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license.
- c. Be responsible for planning and delivering standards-based, pre-K-12 curriculum to students and evaluating their progress.
- d. Work one hundred twenty (120) days as defined by Ohio Revised Code.

Per District guidelines, the Resident Educator must:

- a. Work cooperatively with mentor teacher.
- b. Attend the one (1) day new teacher orientation prior to the start of school (Year 1 Resident Educators only).
- c. Attend up to five (5) District Professional Development Meetings for Year 1 Resident Educators only.

5. Program Coordinator

- a. The Program Coordinator will be appointed by the Superintendent. He/she will be responsible for reviewing all ODE requirements and informing the Committee of such requirements. The Committee will make adjustments to the program as needed to comply with ODE requirements.

- b. The Program Coordinator shall compile a current list of Mentors and Resident Educators Years 1-4 and forward to the Resident Educator Planning Committee, Union President, and Superintendent as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.
- c. Enter all Resident Educator into CORE on the ODE website and certify the successful completion of each resident educator.
- d. Meet with Mentor and/or Resident Educators to resolve any conflict. If necessary, reassign a new Mentor. Compensation will be prorated for past and new mentor.
- e. Schedule all Resident Educator meetings and send notice of each meeting to all affected members.
- f. Schedule meetings with Resident Educator Planning Committee when deemed necessary.
- g. Keep up to date with ODE requirements.

6. Release Time

Mentor teachers will be provided three (3) one-half (1/2) release days per year to perform mentoring duties. Additional release time may be granted at the Superintendent's discretion.

ARTICLE XXII

REEMPLOYMENT AFTER RETIREMENT

SECTION 1

Any teacher who has retired under an Ohio Public Retirement System and is hired or rehired by the Board will be subject to the following conditions:

- 1.01** Unless agreed otherwise between the Board and the retired teacher, she/he will be hired on no more than Step 5 of the Salary Schedule, and will be considered to have no more than five (5) years of experience for the purpose of longevity scales.
- 1.02** She/he will be hired on limited contracts, and will not be eligible for a continuing contract until five (5) full years of service in the District after retirement. The limited contracts shall be one (1) year contracts, which may be renewed for one (1) year only. Any non-renewal shall follow the non-renewal procedures of this Agreement. This provision supersedes Sections 3319.08, 3319.11, and 3319.111 of the Ohio Revised Code.
- 1.03** She/he will lose all seniority accrued in Wickliffe and elsewhere prior to retirement and will begin seniority at the date of hire/rehire, and will lose any previously accrued seniority.
- 1.04** If she/he is eligible for hospitalization and major medical insurance provided by an Ohio Public Retirement System, she/he will not be eligible for Board-provided hospitalization and major medical. The same applies for dental, vision, and prescription drug coverage.
- 1.05** All terms and conditions of employment other than those specifically mentioned herein will be put into effect as if the teacher were new to the district with five (5) years of teaching experience in another Ohio district.
- 1.06** Subject to these provisions, reemployed teachers who have retired are part of the bargaining unit.

ARTICLE XXIII

FULL-TIME SUBSTITUTES

SECTION 1

Full-time substitutes may be employed on an annual substitute contract under the following conditions:

- 1.01** Full-time substitutes shall be assigned to a designated school on a daily basis, which may be changed in order to best utilize the substitutes.
- 1.02** Full-time substitutes who work less than five (5) days per week shall be paid ninety-five dollars (\$95.00) for the 2001-02 school year per day and ninety-eight dollars (\$98.00) for the 2002-03 school year. Full-time substitutes who work five (5) days per week shall have the option of being paid the above rate per day and receive no medical benefits or seventy-eight dollars (\$78.00) per day for the 2001-02 school year and eighty-one dollars (\$81.00) per day for the 2002-03 school year with single coverage hospitalization and major medical benefits, single coverage dental benefits, single coverage vision benefits, and single coverage prescription drug benefits. The election must be made annually in October or in the first month of employment if after October. Full-time substitutes who elect medical coverages are responsible, at COBRA rates, for premiums over the summer months.
- 1.03** Full-time substitutes who work five (5) days per week shall be entitled to personal leave, Article XI, Section 3. Full-time substitutes shall be entitled to use sick leave as earned, i.e., at the rate of one and one-quarter (1-1/4) days per month and shall not be entitled to an advancement of sick leave, and may not transfer sick days to Wickliffe from another employer. Full-time substitutes are eligible for jury duty leave, assault leave, and FMLA leave (if they qualify under federal law). Full-time substitutes shall not be eligible for any other leave in Article XI.
- 1.04** Full-time substitutes shall not be covered by any provisions in the following: Article X, Assignment, Transfers, and Vacancies; Article XII, Evaluations; Article XIII, Termination; Article XVI, Severance Pay; Article XVII, Salary and Fringe Benefits; or Article VII, Section 3., related to conference periods and special class periods. The first sixty (60) days of service shall constitute a probationary period for full-time substitutes. During that time, full-time substitute teachers shall serve at the discretion of the building principal. Full-time substitutes shall not be entitled to membership in the Association and shall not pay a fair share fee until the expiration of the sixty (60) day period. The first observation/ evaluation may be held during the first sixty (60) day period at the discretion of the building principal. Full-time substitutes shall be observed at least one (1) time for a period of at least thirty (30) minutes in duration, during each semester of full-time substitute

employment. Should the full-time substitute's performance be deemed deficient or if the full-time substitute has engaged in other inappropriate behaviors after completion of the probationary period, the contract of the full-time substitute may be non-renewed following an opportunity for a conference between the full-time substitute and the Superintendent or designee. At such conference, the full-time substitute may be accompanied by a representative of the Association. The building principal shall be in attendance and shall present his/her reasons for recommendation of non-renewal. Any such non-renewal which occurs during the school year shall not be subject to the grievance procedure of this Agreement nor subject to the provisions of Revised Code Section 3319.11.

- 1.05** Employment of full-time substitutes shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board or delivery of notice of non-renewal. Any such non-renewal shall not be subject to the grievance procedure of this Agreement nor subject to the provisions of Revised Code Section 3319.11.
- 1.06** Full-time substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11.
- 1.07** Full-time substitutes may apply for other vacancies which arise in the bargaining unit and, if properly certified, will be given due consideration for the vacancy. If a full-time substitute is employed in a regular unit position by the Board, his/her time in the capacity of a full-time substitute shall count as seniority for all other purposes under this Agreement as defined by Article XIV and include proper salary schedule placement.
- 1.08** Full-time substitutes will be entitled to one duty-free period and one lunch period per day, or the equivalent.

ARTICLE XXIV

ELEMENTARY AND SECONDARY EDUCATION ACT

Notwithstanding any other provisions of this agreement, the parties agree to reopen the contract at the request of either the Board or the WEA to bargain the effects of the "No Child Left Behind Act," which amend the Elementary and Secondary Education Act of 1965, 20 U.S.C. 6301, *et seq.* (2002) or any state or federal law affecting education which is passed and implemented subsequent to the effective date of the Agreement. The procedure set forth in Article I, Section 2 through 6 shall govern said negotiations, except the time frame for agreement in Section 2.04 and 3.01 will be one month from the request for negotiations. The Association shall have the right to strike and the Board the right to implement its final offer if no agreement is reached at the conclusion of the procedures outlined in Article I, Sections 2 through 6.

ARTICLE XXV
SPECIAL EDUCATION

SECTION 1

The special education and regular education classroom teachers will follow the Individualized Education Plan (IEP) of students with disabilities in making the necessary classroom accommodations and/or modifications. Both the special and regular education classroom teacher(s) will be afforded either the opportunity to attend IEP meetings and/or provide input with regard to the IEP, change of placement, or exit IEPs for students in their classes.

SECTION 2

Teachers will not be required to provide medical assistance that is normally provided by a physician. When a student has needs for or has toileting accidents, supportive services will be provided to attend to those needs (catheterization, tubing, suctioning).

SECTION 3

Teachers assigned students with IEPs shall have appropriate in-service meetings to facilitate a successful classroom experience for all students. Regular education teachers with responsibility for implementation of a student's IEP shall have access to the IEP. They shall be advised by the special education teacher or therapist assigned to that student of accommodations/modifications for which they are responsible. Questions pertaining to the implementation of the IEP should be directed to the special education teacher assigned to that student and/or building administrator. Every effort will be made to arrange teacher schedules to facilitate planning for collaborative teaching situations.

SECTION 4

With respect to IEP development, the following procedures will be followed:

- 4.01** Regular education and special education teachers are responsible for the implementation of an IEP and for documenting progress and will be notified of IEP meetings to provide opportunity for input on goals and objectives on current and new IEPs.
- 4.02** For an IEP or IEP review, the special education teacher assigned to that student will make every effort to schedule meetings at a time convenient to all team members including the regular education teacher with the most knowledge about the student.

- 4.03** Upon completion of the IEP, the special education teacher assigned to that student and/or building administrator will insure that the student's regular education teacher(s) for the current and upcoming year have access to that student's IEP and are made aware of the location of other relevant materials (i.e. special education binder, MFE (Multi-Factored Evaluation) ETR (Evaluation Team Report, etc.)
- 4.04** Full-time special education classroom teachers will be provided two (2) release days for the preparation of IEPs. Additional days may be granted by the Administration; such requests will not be unreasonably denied. Other special education teachers (i.e. not full-time) responsible for the preparation of IEPs may be granted release time at the discretion of the building principal.
- 4.05** Opportunities such as workshops/conferences may be afforded to regular and special education classroom teachers responsible for implementing IEPs.
- 4.06** The Administration shall communicate legal updates and other information regarding special education issues and procedures to all special education teachers.
- 4.07** Nothing in this Article is intended to supersede or limit student due process rights or to modify special education law in any manner.
- 4.08** The IEP Case Manager, with support of the building administration, shall make every attempt to schedule IEP Team conference during the teacher work day. Where a parent schedules cannot accommodate meetings during the work day, and where conference calls cannot be used to complete such meetings, teachers who are required by the building administration to attend IEP meetings that must occur outside the scheduled work day will be afforded release time equivalent to the time of the meeting. Such release time shall be arranged in advance with the building administration.

ARTICLE XXVI

LABOR MANAGEMENT COMMITTEE

The Board and the Association agree to establish a Labor-Management Committee (LMC) to confer on issues of mutual concern. The purpose of the LMC shall be to aid in communications between the Board and the Association through informal discussions aimed at clarifying issues and answering questions. Discussions held by the LMC shall not be construed as negotiations and, absent agreement of the parties, shall not result in modifications to this Agreement.

The LMC shall consist of up to five (5) representatives of the Administration and five (5) representative of the Association, as designated by the Superintendent and the Association President, respectively.

The LMC shall meet monthly or more as needed, with meetings of the LMC scheduled prior to scheduled District Leadership Team ("DLT") meetings; additionally with the Board or the Association can request a meeting of the LMC shall be scheduled at a mutually agreed-upon time and place within ten (10) calendar days of the request, unless the parties agree to a later date.

A joint statement prepared and agreed to by the Board's representatives and the Association's representatives will be made in writing at the conclusion of each LMC meeting. Each member of the LMC shall receive a copy of this statement.

Topic(s)/agenda times shall be submitted by either Administration or Association members and shared, ideally, at least five (5) school days in advance of the meeting.

ARTICLE XXVI

FORM, EFFECT, AND DURATION

SECTION 1 – EFFECT AND DURATION

This Contract shall be in effect from July 1, 2013 until June 30, 2015.

If the District is required to modify its evaluation procedures and/or the resident educator program due to changes in the requirements of the State, the Association and Board shall meet to cooperatively develop the new resident educator guidelines and the evaluation procedures and methodology.

All other provisions of the 2010-11 agreement shall continue without change.

SECTION 2 – SEVERABILITY

If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, in a court or administrative agency of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 3 – DISTRIBUTION

This Contract shall be entitled *Agreement Between the Wickliffe Education Association and the Wickliffe City Board of Education, 2013-2015* and shall be printed in a professional manner along with a table of contents in booklet form by the Board at its expense and distributed to each and every certified personnel. The Association shall be provided fifty (50) additional copies for its use. The distribution of the agreements in booklet form shall take place as soon as practicable during the 2013-2015 school year.

FOR THE ASSOCIATION

Melissa Schuch
President

Paul Motta
Team Member

Jim Lee
Labor Relations Consultant

12/15/2013
Date

FOR THE BOARD

James Costanzo
Superintendent

Susan M. H.
Treasurer

William S. Reilly
President of the Board of Education

12-18-13
Date

ARTICLE XXVII

FORM, EFFECT, AND DURATION

SECTION 1 – EFFECT AND DURATION

This Contract shall be in effect from July 1, 2013 until June 30, 2015.

If the District is required to modify its evaluation procedures and/or the resident educator program due to changes in the requirements of the State, the Association and Board shall meet to cooperatively develop the new resident educator guidelines and the evaluation procedures and methodology.

All other provisions of the 2013-15 agreement shall continue without change.

SECTION 2 – SEVERABILITY

If any provision of this Contract or any application of this Contract to any employee or group of employees shall be found to be contrary to law, in a court or administrative agency of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 3 – DISTRIBUTION

This Contract shall be entitled *Agreement Between the Wickliffe Education Association and the Wickliffe City Board of Education, 2013-2015* and shall be printed in a professional manner along with a table of contents in booklet form by the Board at its expense and distributed to each and every certified personnel. The Association shall be provided fifty (50) additional copies for its use. The distribution of the agreements in booklet form shall take place as soon as practicable during the 2013-2015 school year.

FOR THE ASSOCIATION

FOR THE BOARD

President

Superintendent

Team Member

Treasurer

Labor Relations Consultant

President of the Board of Education

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WICKLIFFE CITY SCHOOLS BOARD OF EDUCATION
AND THE
WICKLIFFE EDUCATION ASSOCIATION**

To address the legal requirement to adopt an evaluation policy to meet the standards of ORC 3319.111 and 3319.112, the Association and Board agree as follows:

- A. The bargaining teams for the parties will meet on April 12 or April 19, 2013 to agree on a policy to recommend to the Board for adoption and amendments to Articles XII and XIV regarding evaluation and reduction in force. The resulting policy (which must be adopted by July 1, 2013) and contract amendments will be consistent with Ohio law and will be designated to promote teacher growth and development in a positive not punitive way.
- B. The bargaining teams will assemble and review policies and contract amendments from other districts in an attempt to identify provisions that might be modified to meet the needs and interests of the Wickliffe City Schools.
- C. The bargaining teams will meet on or about April 15, 2014 to assess the success of implementation of the new evaluation procedure and to consider changes in the procedure and related contract provisions, Articles XII and XIV.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WICKLIFFE CITY SCHOOLS BOARD OF EDUCATION
AND THE
WICKLIFFE EDUCATION ASSOCIATION**

WHEREAS, the Wickliffe City Schools Board of Education (the "Board") and the Wickliffe Education Association (the "WEA") desire to find a way to increase time in the elementary building for teachers to make their teaming approaches to educating elementary pupils more effective and efficient, and to increase time for one-on-one and small group instruction during the school day.

NOW, THEREFORE, the Board and the WEA hereby agree as follows:

A committee will be established at the elementary building consisting of elementary teachers and administrators to review the schedule in the elementary building with the goal of finding a way to increase time for teaming activities and for one-on-one and small group instruction during the school day. Any recommendation the committee makes will go to the Superintendent for approval.

If the committee's recommendation requires a change to the collective bargaining agreement, the recommendation must have approval of the Board and the WEA membership prior to implementation.

/s/ Roger L. Vince
For the Wickliffe Board of Education

/s/ James Howell
For the Wickliffe Education Association

APPENDIX I - A
WICKLIFFE CITY SCHOOLS TEACHERS' SALARY SCHEDULE
EFFECTIVE THE 2013-2014 SCHOOL YEAR

YRS EXP	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27	PH.D.
0	36,830 1.0000	36,830 1.0000	37,309 1.0130	37,880 1.0285	38,672 1.0500	39,408 1.0700	40,145 1.0900	40,881 1.1100	41,618 1.1300
1	37,935 1.0300	38,451 1.0440	39,003 1.0590	39,795 1.0805	40,881 1.1100	41,618 1.1300	42,355 1.1500	43,091 1.1700	43,828 1.1900
2	39,592 1.0750	40,145 1.0900	40,734 1.1060	41,728 1.1330	43,091 1.1700	43,828 1.1900	44,564 1.2100	45,301 1.2300	46,038 1.2500
3	41,250 1.1200	41,876 1.1370	42,465 1.1530	43,680 1.1860	45,301 1.2300	46,038 1.2500	46,774 1.2700	47,511 1.2900	48,247 1.3100
4	43,017 1.1680	43,607 1.1840	44,159 1.1990	45,614 1.2385	47,511 1.2900	48,247 1.3100	48,984 1.3300	49,721 1.3500	50,457 1.3700
5	44,748 1.2150	45,338 1.2310	45,890 1.2460	47,658 1.2940	49,721 1.3500	50,457 1.3700	51,194 1.3900	51,930 1.4100	52,667 1.4300
6	46,479 1.2620	47,069 1.2780	47,621 1.2930	49,481 1.3435	51,930 1.4100	52,667 1.4300	53,404 1.4500	54,140 1.4700	54,877 1.4900
7	48,210 1.3090	48,763 1.3240	49,352 1.3400	51,433 1.3965	54,140 1.4700	54,877 1.4900	55,613 1.5100	56,350 1.5300	57,087 1.5500
8	49,905 1.3550	50,494 1.3710	51,083 1.3870	53,367 1.4490	56,350 1.5300	57,087 1.5500	57,823 1.5700	58,560 1.5900	59,296 1.6100
9	51,636 1.4020	52,225 1.4180	52,777 1.4330	55,300 1.5015	58,560 1.5900	59,296 1.6100	60,033 1.6300	60,770 1.6500	61,506 1.6700
10	53,367 1.4490	53,919 1.4640	54,508 1.4800	57,234 1.5540	60,770 1.6500	61,506 1.6700	62,243 1.6900	62,979 1.7100	63,716 1.7300
11	55,061 1.4950	55,650 1.5110	56,239 1.5270	59,167 1.6065	62,979 1.7100	63,716 1.7300	64,453 1.7500	65,189 1.7700	65,926 1.7900
12	56,792 1.5420	57,381 1.5580	57,934 1.5730	61,101 1.6590	65,189 1.7700	65,926 1.7900	66,662 1.8100	67,399 1.8300	68,136 1.8500
13	58,560 1.5900	59,112 1.6050	59,665 1.6200	63,035 1.7115	67,399 1.8300	68,136 1.8500	68,872 1.8700	69,609 1.8900	70,345 1.9100
14	60,622 1.6460	60,806 1.6510	61,506 1.6700	65,005 1.7650	69,609 1.8900	70,345 1.9100	71,082 1.9300	71,819 1.9500	72,555 1.9700
15	62,685 1.7020	62,869 1.7070	63,348 1.7200	66,975 1.8185	71,819 1.9500	72,555 1.9700	73,292 1.9900	74,028 2.0100	74,765 2.0300
16					74,028 2.0100	74,765 2.0300	75,502 2.0500	76,238 2.0700	76,975 2.0900

APPENDIX I - B
WICKLIFFE CITY SCHOOLS TEACHERS' SALARY SCHEDULE
EFFECTIVE THE 2014-2015 SCHOOL YEAR

YRS EXP	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27	PH.D.
0	36,830 1.0000	36,830 1.0000	37,309 1.0130	37,880 1.0285	38,672 1.0500	39,408 1.0700	40,145 1.0900	40,881 1.1100	41,618 1.1300
1	37,935 1.0300	38,451 1.0440	39,003 1.0590	39,795 1.0805	40,881 1.1100	41,618 1.1300	42,355 1.1500	43,091 1.1700	43,828 1.1900
2	39,592 1.0750	40,145 1.0900	40,734 1.1060	41,728 1.1330	43,091 1.1700	43,828 1.1900	44,564 1.2100	45,301 1.2300	46,038 1.2500
3	41,250 1.1200	41,876 1.1370	42,465 1.1530	43,680 1.1860	45,301 1.2300	46,038 1.2500	46,774 1.2700	47,511 1.2900	48,247 1.3100
4	43,017 1.1680	43,607 1.1840	44,159 1.1990	45,614 1.2385	47,511 1.2900	48,247 1.3100	48,984 1.3300	49,721 1.3500	50,457 1.3700
5	44,748 1.2150	45,338 1.2310	45,890 1.2460	47,658 1.2940	49,721 1.3500	50,457 1.3700	51,194 1.3900	51,930 1.4100	52,667 1.4300
6	46,479 1.2620	47,069 1.2780	47,621 1.2930	49,481 1.3435	51,930 1.4100	52,667 1.4300	53,404 1.4500	54,140 1.4700	54,877 1.4900
7	48,210 1.3090	48,763 1.3240	49,352 1.3400	51,433 1.3965	54,140 1.4700	54,877 1.4900	55,613 1.5100	56,350 1.5300	57,087 1.5500
8	49,905 1.3550	50,494 1.3710	51,083 1.3870	53,367 1.4490	56,350 1.5300	57,087 1.5500	57,823 1.5700	58,560 1.5900	59,296 1.6100
9	51,636 1.4020	52,225 1.4180	52,777 1.4330	55,300 1.5015	58,560 1.5900	59,296 1.6100	60,033 1.6300	60,770 1.6500	61,506 1.6700
10	53,367 1.4490	53,919 1.4640	54,508 1.4800	57,234 1.5540	60,770 1.6500	61,506 1.6700	62,243 1.6900	62,979 1.7100	63,716 1.7300
11	55,061 1.4950	55,650 1.5110	56,239 1.5270	59,167 1.6065	62,979 1.7100	63,716 1.7300	64,453 1.7500	65,189 1.7700	65,926 1.7900
12	56,792 1.5420	57,381 1.5580	57,934 1.5730	61,101 1.6590	65,189 1.7700	65,926 1.7900	66,662 1.8100	67,399 1.8300	68,136 1.8500
13	58,560 1.5900	59,112 1.6050	59,665 1.6200	63,035 1.7115	67,399 1.8300	68,136 1.8500	68,872 1.8700	69,609 1.8900	70,345 1.9100
14	60,622 1.6460	60,806 1.6510	61,506 1.6700	65,005 1.7650	69,609 1.8900	70,345 1.9100	71,082 1.9300	71,819 1.9500	72,555 1.9700
15	62,685 1.7020	62,869 1.7070	63,348 1.7200	66,975 1.8185	71,819 1.9500	72,555 1.9700	73,292 1.9900	74,028 2.0100	74,765 2.0300
16					74,028 2.0100	74,765 2.0300	75,502 2.0500	76,238 2.0700	76,975 2.0900

APPENDIX II

WICKLIFFE CITY SCHOOLS

LONGEVITY PAYMENTS

YEARS OF PUBLIC SCHOOLS CERTIFIED SERVICE	INDEX	2013-2014 PAYMENT	2014-2015 PAYMENT
20	0.023	\$847	\$847
21	0.024	\$884	\$884
22	0.025	\$921	\$921
23	0.026	\$958	\$958
24	0.027	\$994	\$994
25	0.028	\$1,031	\$1,031
26	0.034	\$1,252	\$1,252
27	0.045	\$1,657	\$1,657

Note: For the term of this contract, employees who are receiving longevity payments for between 28 and 31 years of service as of the 2008-2009 school year shall receive the greater amount of the longevity payment received in 2008-2009 or the Step 27+ payment.

APPENDIX III
WICKLIFFE CITY SCHOOLS
SUPPLEMENTAL CONTRACTS

2013-2015

This is a complete listing of supplemental contracts and index of B.A. base.

HIGH SCHOOL

Audio Visual Director	.0300
Band Camp Marching Assistants (2 or 3) (1 week extended service)	.0210
Cheerleading Advisor	.1740
Curriculum Specialist	.0350
Department Heads (English, Social Studies, Math, Science)	.0610
Department Heads (All Other)	.0530
Director of High School Talent Show	.0500
Drama Coach	.1000
Drama Coach (Assistant)	.0450
Driver Education Instructor	.000773
Guidance, Psychologist (responsibility factor)	.0460
Instrumental Music Director (2 weeks extended service)	.1250
Jr. Council on World Affairs Advisor	.0340
Marching Band Assistant Director	.0584
National Honor Society Advisor	.0340
Project Love	.0250
Public Relations Liaison	.0950
Saturday School Tutor	.000773
School Paper Advisor (<i>Blue Blaze</i>)	.0630
Student Council Advisor	.0600
Summer School Teachers	.000773
Technical Resource Specialist (one position) **	.0400
Teen Club Advisor	.0300
Tutors	.000773
Vocal Music Director	.0810
Yearbook Advisor (<i>Wick</i>)	.0750
Academic Challenge	.0170
National Art Honor Society	.0170

MIDDLE SCHOOL

Audio Visual Director	.0300
Cheerleader Advisor	.0654
Counselors, Sixth Grade Camp (per week)	.0120
Curriculum Specialist	.0350
Drama Coach	.0300
Instrumental Music Director	.0400
Math Problem Solving (2 positions)	.0200
Play Director	.0330
Play Director (Associate)	.0300
Science Olympiad (Grades 7-9) (two positions)	.0400
Science Olympiad (Grades 5-6) (two positions)	.0250
Student Council Advisor	.0423

Technical Resource Specialist (one position) **	.0400
Vocal Music Director	.0400
Yearbook Advisor	.0150

ELEMENTARY SCHOOL

Curriculum Specialist	.0350
Director of Adult Education	
Safety Patrol Advisor	.0340
E.S.P. Coordinator	.150
E.S.P. Facilitator	\$ 75
Elementary School Music Director	.0070
Teacher in Charge*	\$1000
Technical Resource Specialist**	.0400
4 th Grade Choir	.0400

* A job description will be developed with WEA input.

** Based on the instructional school year. Any additional summer time worked will be compensated on a per hour basis of .000773. A job description will be developed with WEA input.

HIGH SCHOOL ATHLETICS

Athletic Director (3 weeks extended service)	.2200
Athletic Director Assistant (2 weeks extended service)	.1500
Baseball – Head Coach	.1210
Baseball – Assistant Coach	.0830
Baseball – JV Coach	.0830
Basketball – Head Coach (Boys)	.1550
Basketball – Assistant Varsity Coach (Boys)	.1070
Basketball – JV Coach (Boys)	.1070
Basketball – Ninth Grade Coach (Boys)	.0850
Basketball – Head Coach (Girls)	.1550
Basketball – Assistant Varsity Coach (Girls)	.1070
Basketball – JV Coach (Girls)	.1070
Basketball – Ninth Grade Coach (Girls)	.0850
Cross Country – Coach (Boys and Girls)	.0870
Extended Service (\$300.00 per week)	
Football – Head Coach (3 weeks extended service)	.1700
Football – Assistant Coach (3 weeks extended service)	.1400
Football – Head Ninth Grade Coach (2 weeks extended service)	.1063
Football – Assistant Ninth Grade Coach (1 week extended service)	.0963
Golf – Head Coach	.0870
Golf – JV Coach	.0700
Soccer – Head Coach (Boys)	.1210
Soccer – Assistant Coach	.0830
Soccer – Head Coach (Girls)	.1210
Softball – Head Coach	.1210
Softball – Assistant Varsity Coach	.0830
Softball – JV Coach	.0830

Softball – Ninth Grade Coach	.0830
Tennis – Head Coach (Boys)	.0870
Tennis – Assistant Coach (Boys)	.0700
Tennis – Head Coach (Girls)	.0870
Tennis – Assistant Coach (Girls)	.0700
Track – Head Coach (Boys)	.1210
Track – Assistant Coach (Boys)	.0830
Track – Head Coach (Girls)	.1210
Track – Assistant Coach (Girls)	.0830
Volleyball – Head Coach (Girls)	.1210
Volleyball – JV Coach (Girls)	.0830
Volleyball – Ninth Grade Coach (Girls)	.0830
Weight Room Supervisor	.0453
Wrestling – Head Coach	.1550
Wrestling – Assistant Coach	.1070

MIDDLE SCHOOL ATHLETICS

Athletic Coordinator	.1200
Baseball – Seventh/Eighth Grade Coach	.0700
Basketball – Eighth Grade Coach	.0780
Basketball – Seventh Grade Coach	.0780
Basketball – Eighth Grade Coach (Girls)	.0780
Basketball – Seventh Grade Coach (Girls)	.0780
Cross Country	.0500
Football – Eighth Grade Head Coach	.0900
Football – Eighth Grade Assistant Coach	.0850
Intramural – Director	.0750
Intramural – Assistant Director	.0560
Intramural – Golf	.0340
Soccer – Seventh/Eighth Grade Boys Coach	.0700
Soccer – Seventh/Eighth Grade Girls Coach	.0700
Softball – Head Coach (Girls)	.0700
Tennis – Head Coach	.0500
Track – Seventh/Eighth Grade Boys Coach	.0700
Track – Seventh/Eighth Grade Girls Coach	.0700
Volleyball – Seventh Grade Coach	.0700
Volleyball – Eighth Grade Coach	.0700
Volleyball –Assistant Coach	.0450
Wrestling – Seventh/Eighth Grade Coach	.0780
Wrestling – Seventh/Eighth Grade Assistant Coach	.0750

The Extra Step Program (E.S.P.) is a prevention program for children ages 5-12 who come from homes where chemical dependency, divorce, or other stressors are present. These children stand a high chance, 40% – 60% greater than other children, of becoming chemically dependent themselves.

The children meet in small groups (six to ten) for eight to ten sessions. Each session is 45 to 60 minutes in length.

Each E.S.P. Coordinator will be paid \$150 for each session of eight to ten meetings. Each E.S.P. facilitator will be paid \$75 for each session of eight to ten meetings. Each session must be authorized and approved by the building principal prior to the beginning of a session.

APPENDIX V

WICKLIFFE BOARD OF EDUCATION
WICKLIFFE, OHIO

USE OF SICK LEAVE FORM

1. Please complete Part 1 for each period of absence and return to your principal or supervisor immediately upon return to work.
2. This signed certificate is now required according to state legislature rulings and these certificates will become a part of our audit by State Examiners. Therefore, the school administration cannot issue payroll check to individuals who were absent until these signed statements are received in the Payroll Office.

NAME _____ SS# _____

POSITION _____ SCHOOL _____

PART: I hereby request sick leave for the following day (s):

DATE _____ TIME _____
(MONTH (DAY) (YEAR) (FROM) AM/PM (TO) AM/PM

TOTAL _____

REASON FOR ABSENCE:

1. _____ PERSONAL ILLNESS
2. _____ PERSONAL INJURY
3. _____ SERIOUS ILLNESS IN FAMILY RELATIONSHIP _____
4. _____ DEATH OF _____ ON _____
5. _____ OTHER _____

I swear or affirm that above statements are true. Falsification of this statement is grounds for suspension or termination of employment.

(SIGNATURE) (DATE)

ADMINISTRATIVE ACTION

RECOMMENDED _____ APPROVED _____

NOT RECOMMENDED _____ DISAPPROVED _____

PRINCIPAL/SUPERVISOR SUPERINTENDENT/DESIGNEE

APPENDIX VI
WICKLIFFE BOARD OF EDUCATION
WICKLIFFE, OHIO
APPLICATION FOR MENTORING

I, _____ am formally applying to be a mentoring teacher for the _____ school. I have met all the requirements to be a mentoring teacher.

Signature of Teacher

Date

APPENDIX VII

WICKLIFFE BOARD OF EDUCATION
WICKLIFFE, OHIO

GRIEVANCE REPORT

Name of Grievant _____

Building _____ Assignment _____ Date Filed _____

.....

LEVEL ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Administrator _____

Signature Date

LEVEL TWO

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

Signature Date

LEVEL THREE

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Board of School Education _____

C. Disposition by the Board of Education _____

LEVEL FOUR

Submission to Arbitration

APPENDIX VIII

WICKLIFFE CITY SCHOOLS

Pre-Observation Form
(To be submitted to the evaluator forty-eight (48) hours prior to conference)

Teacher:

Evaluator:

Pre-Conference Date:

Observation Date:

	Teacher Response	Evaluator Response
Instructional Planning		
What is the lesson objective?		
What assessment data will be used?		
What are the connections to previous and future learning?		
How is this a developmentally appropriate learning activity?		
INSTRUCTION AND ASSESSMENT		
What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?		
How will the lesson engage and challenge students of all levels?		
What resources/materials will be used in instruction?		
How will the environment support all students?		
How will you use assessment data to inform your next steps?		
PROFESSIONAL RESPONSIBILITIES		
What is your communication style with students? With families? With colleagues?		

APPENDIX IX
eTPES Walk-Through

1.1 Date of walkthrough:



1.2 Beginning time:

1.3 Ending time:

1.4 Subject:

2. Evaluator Observations

Check all items that apply or enter observation notes.

FOCUS ON LEARNING (Standard 4: Instruction)

Learning outcomes and goals are clearly communicated to students

ASSESSMENT DATA (Standard 3: Assessment)

Teacher employs a variety of formal and informal assessment techniques
Multiple methods of assessment of student learning are utilized to guide instruction

PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS (Standards 1: Students; Standard 2: Content; Standard 4: Instruction)

Lesson content is linked to previous and future learning
Content presented is accurate and grade appropriate
Teacher connects lesson to real-life applications

KNOWLEDGE OF STUDENTS (Standard 1: Students)

Teacher demonstrates familiarity with students' background knowledge and experiences

LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)

Teacher explanations are clear and accurate, and use developmentally appropriate strategies
Instruction is developmentally appropriate

DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)

Instruction and lesson activities are accessible and challenging for students

RESOURCES (Standard 2: Content; Standard 4: Instruction)

Varied instructional tools and strategies reflect student needs and learning objectives
Instructional materials and resources are aligned to instructional purposes

CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)

Classroom learning environment is safe and conducive to learning
Instructional time is used effectively
Routines support learning goals and activities

ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)

Teacher provides students with timely and responsive feedback

Observation Notes:

3. Evaluator Summary Comments

Comments:

APPENDIX X

**Wickliffe City School District
Teacher Performance Observation Rubric: Record of Evidence**

Name: _____ Observer: _____

Subject: _____ Date: _____ Time: _____

Instructional Planning					
	Ineffective	Developing	Skilled	Accomplished	
Instructional Planning	Focus For Learning (Standard 4: Instruction) Evidence: Pre Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for students, and/or do not reference Ohio Standards	The teacher communicates a focus on student learning objectives that are appropriate for students and reference the Ohio Standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned to the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio Standards and reflects a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course and school goals for content learning and skills.
	Evidence:				

APPENDIX XI

FINAL SUMMATIVE EVALUATION

Proficiency on Standard's Teacher Performance 50%

Instructional Strategies: This standard assesses the teacher's ability to use a variety of instructional strategies to ensure student learning. The evidence submitted by the teacher demonstrates proficiency in this standard.

reflective Developing Proficient Exceeding

All evaluation criteria have been met by the teacher as a result of the teacher's performance.

Communication: The teacher demonstrates proficiency in this standard.

The evidence submitted by the teacher demonstrates proficiency in this standard.

Area of professional growth:

2. Student Growth Data 50%

Instructional Strategies: This standard assesses the teacher's ability to use a variety of instructional strategies to ensure student learning. The evidence submitted by the teacher demonstrates proficiency in this standard.

reflective Developing Proficient Exceeding

Student Growth Measure of Effectiveness

Area of professional growth:

Final Summative Overall Rating

reflective Developing Proficient Exceeding

Overall Improvement Rating: Exceeding

The teacher has met the requirements of the Standard for Professional Practice and is demonstrating proficiency in this standard.

Area of professional growth:

APPENDIX XII

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING	Ineffective	Developing	Skilled	Accomplished
<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Student; Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
INSTRUCTIONAL PLANNING	Evidence			

INSTRUCTIONAL PLANNING				
KNOWLEDGE OF STUDENTS (Standard 1: Students) Sources of Evidence: Analysis of Student Data Pre-Conference Evidence	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.
	The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student background/prior experiences.	The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher's analysis of student data (student development, student learning and preferred learning styles, and student background/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or misconceptions, and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students do not understand and may be able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively engage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-phrasing or re-explaining content and providing additional support. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively engage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates student confusion or misconceptions in multiple forms and clarifies content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
<p>Evidence</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students. Attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible and challenging for most students. Some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing (to make learning accessible and challenging for the group).</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual learning needs, including those of students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students. Attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible and challenging for most students. Some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing (to make learning accessible and challenging for the group).</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual learning needs, including those of students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<p>Evidence</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students. Attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible and challenging for most students. Some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing (to make learning accessible and challenging for the group).</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual learning needs, including those of students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

INSTRUCTION AND ASSESSMENT

Instruction and Assessment		Effective	Developing	Skilled	Accomplished
RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.	
Evidence					

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are late.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behavior occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher adds relevant questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson with students assuming appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual student behavior. Clear expectations for student behavior are evident. Monitoring and consequences are consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well established and orderly and students with responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are responsible for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>	
<p>CLASSROOM ENVIRONMENT</p> <p>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p>Sources of Evidence:</p> <ul style="list-style-type: none"> Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations 				
<p>Evidence</p>				

Instruction and Assessment					
INSTRUCTION AND ASSESSMENT					
Evidence	Assessment of Student Learning (Standard 3: Assessment)	Source of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	Developing	Skilled	Accomplished
		<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the student's understanding of content. The teacher fails to make adjustments in response to student confusion.</p>	<p>The teacher persists in using a particular strategy, despite evidence when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and adjusts instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p>

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
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