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AGREEMENT
BETWEEN THE
WESTLAKE TEACHERS ASSOCIATION
AND THE
WESTLAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION
JANUARY 1, 2013 THROUGH JUNE 30, 2014
Cuyahoga County

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Forms

All forms are available through the office of the Director of Human Resources and online under Westlake Schools.org, "Forms"

GRIEVANCE REPORT FORM, STEP 2

GRIEVANCE REPORT FORM, STEP 3

APPLICATION FOR USE OF PERSONAL BUSINESS LEAVE

ASSAULT LEAVE REQUEST

APPLICATION FOR USE OF SICK LEAVE

RELEASE OF MEDICAL INFORMATION TO WESTLAKE CITY SCHOOLS' PHYSICIAN

EXTRA DUTY PAY SCHEDULE

REQUEST FOR UNPAID FMLA LEAVE

MEDICAL CERTIFICATION FROM HEALTH CARE PROVIDER FMLA LEAVE

BOARD NOTIFICATION TO EMPLOYEE THAT HIS/HER PAID LEAVE OF ABSENCE QUALIFIES AS FMLA LEAVE

MEDICAL CERTIFICATION FROM HEALTH CARE PROVIDER BOARD REQUESTED SECOND OPINION (OPTIONAL) FMLA LEAVE

MEDICAL CERTIFICATION FROM HEALTH CARE PROVIDER BOARD REQUESTED THIRD OPINION (OPTIONAL) FMLA LEAVE

FITNESS-FOR-DUTY CERTIFICATION FMLA LEAVE

MEDICAL RECERTIFICATION FROM HEALTH CARE PROVIDER FMLA LEAVE

BOARD'S NOTICE TO EMPLOYEE CONCERNING FMLA LEAVE

PPGA, FORM 1;

PPGA, FORM 2

PPGA, FORM 3

PPGA, FORM 4

APPLICATION FORM FOR MENTOR TEACHER

ATHLETICS CURRICULUM CRITERIA SCALES SURVEY

CO-CURRICULUM CRITERIA SCALES SURVEY

WORKING SPOUSE FORM

ARTICLE 1 - EFFECTIVE DATE AND DURATION

- A. This Agreement shall be effective on January 1, 2013, unless indicated otherwise, and shall continue through June 30, 2014.
- B. Hereafter, the Westlake City School District Board of Education shall be referred to as the "Board" and the Westlake Teachers' Association shall be referred to as the "WTA."

ARTICLE 2 - RECOGNITION

The Board hereby recognizes the WTA, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), as the sole and exclusive representative of all full-time and part-time certificated/licensed employees. Any full or part-time certificated/licensed employee who is on Board-approved leave is also in the bargaining unit. A teacher who is hired to fill a position that is expected to be at least one hundred twenty (120) days in duration shall also be considered part of the bargaining unit from the first day of his/her employment. A teacher hired as a substitute shall become a member of the bargaining unit after sixty (60) days of employment in the same assignment. Hereafter all bargaining unit members shall be referred to as "teachers." Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Treasurer, Coordinators, Athletic Director, Principals, Assistant Principals, Administrative Assistants, all non-certificated personnel, all third-party agreement personnel (e.g., PSI Cuyahoga County), casual substitutes, and all other positions defined by Ohio Revised Code § 4117 to be supervisory, casual, confidential or management level.

ARTICLE 3 - RIGHTS

- A. Rights of Individual: Teachers represented by the WTA shall be free to join or not to join the WTA as they may choose and to process grievances under the grievance procedure set forth elsewhere in this Agreement. No reprisals of any kind shall be taken by or against any participant in negotiations by reason of such participation.
- B. Rights of WTA:
 - 1. The Board shall permit the WTA to make use of school buildings for meetings in accordance with the terms of the policy on Use of Board Facilities. WTA business will not be conducted at a time when such business would interrupt the education process.
 - 2. The WTA shall have the privilege of using the school mail service, teacher mailboxes, and the District's e-mail service for WTA communication with members subject to compliance with the District's authorized use policy and provided that use by WTA does not interfere with other District operations. The Board shall not authorize another teacher labor organization to use these services.
 - 3. The Board shall provide bulletin board space in school buildings for posting notices and other material relating to WTA activities. Such bulletin boards may not exceed four (4) feet by four (4) feet in size and placement must be approved by the principal and head of maintenance before installation and shall be in an area frequented by teachers.

4. The WTA will be assigned, on a space available basis, room for the purpose of storing records and equipment used for WTA business.
5. The WTA may use school-owned equipment (excluding consumable supplies) provided that:
 - a. Proper advance request is made and approved;
 - b. Use of equipment does not interfere with school-usage requirements, and the use is conducted by teaching personnel at such times other than contracted service periods; and
 - c. The purpose is solely the legitimate and internal business of WTA (e.g., records, notices, correspondence) and not for public distribution.
6. WTA shall have the use of a total of fifteen (15) days per school year for WTA business which shall be used in either half or full-day increments. The Board shall provide substitutes without cost to WTA. Should the WTA deplete these days, the WTA shall receive an additional five (5) days (in either half or full-day increments) to conduct WTA business with the WTA reimbursing the Board for the substitute cost(s).
7. The WTA shall be given a hard copy or provided on-line access to the Board Policy Book and provided policies as they are approved.
8. Prior to each Board meeting the WTA shall be provided a copy of the Board agenda and any incorporated materials. After the Board meeting, the WTA shall be provided a copy of the Board-approved minutes.
9. Any and all public documents requested by the WTA President or the OEA Labor Relations Consultant in order to fulfill the WTA's bargaining responsibilities shall be provided at no cost.
10. Every reasonable effort will be made by the affected building principal to insure that the WTA President is scheduled such that the President's planning period is scheduled at the end of the student day. With notice to the building principal, the President may leave the building immediately following her/his final teaching period.

C. Rights of the Board:

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board policy; the selection of textbooks and other teaching materials; and the utilization of teaching aids of all kinds;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system and the terms and conditions of employment.

ARTICLE 4 - WTA GENERAL MEETINGS

Teachers may leave their buildings after regular student dismissal to attend WTA general meetings four (4) times each school year. Said teachers may leave for such WTA meetings at an hour mutually agreed upon between the WTA President and the Superintendent. Meeting dates shall be cleared with the Superintendent, and notification of the dates and the hour teachers may leave the buildings will be sent to all building principals by the Superintendent.

ARTICLE 5 - NEGOTIATIONS PROCEDURE

- A. The procedures set forth in this Article shall govern negotiations conducted between the Board and the WTA on matters as provided for in Ohio Revised Code § 4117.08.
- B. Negotiations shall be concluded within thirty (30) calendar days from the date of the initial meeting, unless there has been a mutual agreement to extend this deadline. If negotiations have not been concluded at the end of thirty (30) days after the initial session is held under this Article, or forty-five (45) calendar days before the expiration of this Agreement, whichever comes sooner, unless mutually extended, either party may request that Federal Mediation and Conciliation Service (FMCS) be contacted to assist the parties in reaching an agreement.
- C. If either party makes this request, the parties shall jointly request FMCS to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. The mediation process shall conclude on the date the Agreement expires for the purpose of Ohio Revised Code § 4117.14 (D) (2). The parties agree that the use of mediation as set forth above constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in Ohio Revised Code § 4117.14.
- D. Either the Board or the WTA may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association. The party initiating negotiations will notify the State Employment Relations Board (SERB) with a copy of the existing Agreement (unless previously supplied),

copying the other party with such communication. The first bargaining session will occur within thirty (30) days of the date of the notice to negotiate, unless otherwise agreed.

- E. At the time of the exchange of written proposals, agreement shall be reached as to the time and place of the next meeting. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting. Meetings will be scheduled without interruption of school schedules unless otherwise agreed to by the parties.
- F. Representatives of the Board and of the WTA (not more than four (4) on each team) shall meet for the purpose of negotiating and seeking agreement. Neither party shall attempt to exercise any control over the other's selection of its representatives. In addition, each negotiation team may use two (2) consultants in the course of negotiations meetings. No other person or persons shall be present during the negotiations meetings unless mutually agreed upon by the Board and WTA representatives.
- G. Negotiations meetings shall be held in private and shall be conducted in good faith.
- H. Within a reasonable period of time after request by the WTA, copies of public records pertaining to the financial status of the School District and of other public records, the release of which is not prohibited by state or federal law, shall be made available at no cost. Access to available records in such form as they may exist constitutes compliance with this Section, and there shall be no obligation to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop records other than in their existing form. The WTA agrees to furnish within a reasonable period of time after request, available documentation referred to in any proposals which it advances in negotiations. Neither the Board nor the WTA is obligated to supply data or written information which has been prepared principally for its own confidential use in the course of negotiations.
- I. When a tentative agreement is reached through negotiations, the tentative agreement shall be reduced to writing and initialed by the chairpersons of the Board's and WTA's negotiations team. When tentative agreement is reached on all items, then those items shall be submitted to the membership of the WTA and recommended for approval. Subsequent to its approval by the membership of the WTA, the Agreement shall be submitted to the Board and recommended for approval at its next meeting. Following adoption and after signature on behalf of the parties, the Agreement shall become binding on both parties.
- J. Costs, if any, which may be incurred in securing and utilizing the services of the Federal Mediation and Conciliation Service shall be shared equally by the Board and the WTA.

ARTICLE 6 - FAIR SHARE FEE

- A. Each teacher in the bargaining unit who fails to voluntarily acquire or maintain membership in the WTA by October 1st of any school year, shall be required to pay a fair share fee for the WTA's representation of such non-members during the term of this Agreement if the WTA membership in the previous school year had been eighty-five percent (85%) of the potential membership. The annual fair share fee shall not be more than 100% of the United Education Profession (UEP) dues. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the WTA's work in the realm of collective bargaining.

- B. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of the WTA, shall be transmitted by the WTA to the Board Treasurer by October 15th of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The WTA shall also transmit to the Board's Treasurer by October 15th the names of the teachers who have elected not to join the WTA (those who will be paying a fair share fee). The Board Treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join the WTA beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

- C. The Board Treasurer shall inform the WTA when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the WTA, the WTA shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to the teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first payday after the later of sixty (60) days of employment or the first paycheck in February.

- D. It shall be the responsibility of the WTA, through the Ohio Education Association, to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Ohio Revised Code § 4117.09(C). No teacher is required to become a member of the WTA.

- E. WTA on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to WTA within ten (10) days of receiving the written claim;
 - 2. WTA shall reserve the right to designate counsel to represent and defend the employer;
 - 3. The Board agrees to (a) give full and complete cooperation and assistance to WTA and its counsel at all levels of the proceeding, (b) permit WTA or its affiliates to intervene as a party in any proceedings in which the Board is named

as a party pursuant to this Article, if it so desires, and/or (c) to not oppose WTA or its affiliates' application to file briefs amicus curiae in the action;

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

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim by a teacher, teachers, or the WTA that there has been an alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement.
2. The term "Grievant" means a teacher, teachers, or the WTA.
3. "Days" as used in this Article shall be interpreted as days in the officially adopted school calendar specified as teacher duty days. In the event a grievance is filed after May 15th in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall process the grievance prior to the end of the school year, or as soon thereafter as possible.

B. Purpose:

1. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances as defined in Section A-1, of this Article.
2. If a teacher represented by the WTA believes there is a basis for a grievance, the teacher shall first discuss the matter with his/her immediate supervisor in an effort to resolve the matter informally.

C. Formal Procedure:

Failure of the grievant to complete the process in paragraph (B) (2) above shall mean that no further processing of the grievance is required. If a grievance is not resolved under the informal procedure, the grievance shall be reduced to writing on the appropriate form and shall be submitted in one of the following procedures:

1. By a teacher or teachers, accompanied by a WTA representative if the grievant so chooses, but in no instance by a representative of any other teacher organization;
2. If the teacher desires, the grievance may be submitted through a WTA representative; or
3. By the WTA on behalf of the WTA.

STEP 1.

- a. The written grievance shall be filed by the teacher or teachers or by the WTA on behalf of the teacher with his/her immediate supervisor not later than twenty (20) days after the date on which the alleged grievance occurred. The written grievance must be signed by the grievant or appropriate WTA representative, must be dated, and must state: (a) the alleged facts upon which the grievance is based; (b) the date or dates on which the alleged violation, misapplication or misinterpretation occurred; (c) the provision or provisions of this Agreement that was/were allegedly violated; and (d) the remedy sought.
- b. Within five (5) days of receipt of the written grievance, the immediate supervisor shall meet with the grievant and the representative of the WTA in an effort to resolve the grievance. The immediate supervisor shall submit his/her disposition of the grievance in writing to the grievant and a copy to the Superintendent and the WTA PR & R chairperson within five (5) days of the Step 1 meeting. See Attachment I.

STEP 2

- a. If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within five (5) days of the Step 1 meeting, the grievant, or a representative of the WTA on behalf of the grievant, shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 1. See Attachment II.
- b. Within seven (7) days of his/her receipt of such written notice, the Superintendent shall meet with the grievant and the representative of the WTA in an effort to resolve the grievance. The Superintendent will indicate his/her disposition of the grievance in writing to the grievant and a copy to the Supervisor and the Chairperson of the WTA PR & R Committee within five (5) days of the Step 2 meeting.

STEP 3.

- a. If the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant shall request in writing that the WTA submit his/her grievance to arbitration. The WTA shall review the grievance and the disposition, and within five (5) days if it so decides, shall inform the Superintendent of its intent to advance the grievance to arbitration. See Attachment III. The WTA shall notify the American Arbitration Association of its intent to arbitrate, requesting a list of nine (9) National Academy arbitrators from the northeastern Ohio area. Within five (5) days of the receipt of the list, an arbitrator shall be chosen by the Board and the WTA or their designees, using the alternate strike method. The party striking first shall be determined by a flip of a coin. Once the arbitrator has been selected, he/she shall conduct the hearing on the grievance. The arbitrator shall confine himself/herself to the issues submitted for arbitration. Copies of the written decision of the arbitrator shall be sent to

all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration and the WTA.

- b. The decision of the arbitrator shall be final and binding on the Board, the WTA and the grievant, provided that the arbitrator shall be governed by the express terms of this Agreement in reaching his/her decision and shall have no authority to make any decision which would modify or change this Agreement in any respect or add to or take away from its terms. The arbitrator also is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement or which is contrary to law, or which would conflict with or take away from the reserved rights of the Board. See Attachment III. Costs of the arbitrator shall be borne by the losing party.
- c. The WTA President, WTA PR & R Chairperson, grievant(s) and any witness who are employees of the Westlake School District shall be permitted to participate in or be present at the arbitration with no loss of salary nor shall the time be applied toward any leave.

D. Time Limitations:

- 1. The time limitations set forth in Steps 1 through 3 are considered to be the maximum. The time limitations may be extended, however, by mutual agreement of a representative of the Board and of the grievant or a representative of the WTA on behalf of the grievant.
- 2. If a grievance is not filed in writing within the time limits specified in Step 1, the grievance shall be considered waived.
- 3. If a decision on a grievance is not appealed within the time limit specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition.
- 4. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

E. Rights of the Parties:

- 1. A grievant may appear on his/her own behalf at all steps of the grievance procedure, or may be accompanied at each step by a representative of the WTA if he/she so chooses. WTA shall be informed that a grievance has been filed and may have one representative beginning at the formal procedure steps of the Grievance Procedure.
- 2. The Chairperson of the Professional Rights and Responsibilities Committee of the WTA shall be notified by the grievant, of each meeting in Steps 1 through 3 held to resolve the grievance and shall be given a copy of the disposition of the grievance at each step.

3. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
4. If a grievance arises from a claimed violation, misinterpretation, or misapplication of a provision or provisions of this Agreement and affects more than one teacher, the written grievance may be filed as a group grievance or a WTA grievance and may be initiated at Step 2 of the Grievance Procedure. If a group grievance is filed by teachers from more than one building, or the WTA files a grievance, the grievance can be initiated at Step 2 of the Grievance Procedure without the (B)(2) informal hearing, although the grievant is encouraged to informally discuss the grievance with the Superintendent.
5. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
6. The WTA retains the right to determine whether a grievance may be appealed to arbitration.

ARTICLE 8 - BUILDING ADVISORY COMMITTEE

- A. A Building Advisory Committee will be formed if the faculty so desires. A makeup of the committee will be determined by the certificated staff.
- B. The committee is advisory only.
- C. The principal shall be a member of the committee.
- D. The committee shall select its own chairperson.
- E. A recorder shall be appointed by the committee and a report of all meetings shall be posted in the building.
- F. The committee is not an arm or extension of any local, state or national organization and confines its business to the concerns of that building.
- G. The chairperson, the principal or two (2) members of the committee may call a meeting of the committee.

ARTICLE 9 - CONTINUING CONTRACTS AND INITIAL EMPLOYMENT

- A. All certificated/licensed teaching employees in the Westlake City School District will be subject to one (1) year limited contracts during the first three (3) years of employment regardless of eligibility for continuing contract. This Agreement will supersede any other provisions of this Agreement, Board policy or Ohio Revised Code to provide for three (3) years of one (1) year limited contracts before being eligible for a continuing contract. Employment is dependent upon the teacher's/applicants successful completion of state requirements including but not limited to the Praxis I and Praxis II exams. Additionally,

for a teacher to receive subsequent contracts, he/she must have successfully completed the Praxis III within the state-prescribed timelines.

B. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a teacher who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the teacher on or before April 30th. The parties agree the Board may bypass the procedures under Ohio Revised Code § 3319.11(C) and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of the affirmative action on the extended limited contract on or before the thirtieth (30th) day of April, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notifies the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

C. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which is not inconsistent with the teacher's answers to questions on the job application. In such event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing. If the teacher does not deny the accuracy of the BCII report within two (2) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code § 3319.16 to formally terminate such teacher's contract of employment.

D. If the teacher denies the accuracy of the BCII report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to 90 days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is not inconsistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code § 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE 10 - THE PROGRAM OF PROFESSIONAL GROWTH

During the 2012-13 school year, the teacher evaluation procedures set forth in this Article shall be the procedure used to evaluate members of the bargaining unit.

During the 2012-13 school year, the existing evaluation committee as currently composed shall continue to develop a new evaluation procedure in accordance with H.B. 153.

The Committee shall present the product of its efforts to the WTA President and Superintendent on or before May 1, 2013. The WTA and Board shall then negotiate the inclusion of a new evaluation procedure based on the recommendations of the committee for implementation during the 2013-14 year period. The recommendations shall also include changes to Article 13, Reduction in Force, which are necessary to fully implement H.B. 153. This new evaluation policy will be presented for ratification to the Board and the WTA membership no later than June 30, 2013. The parties agree that during the 2013 -14 school year, the WTA and administration will meet quarterly in order to review, assess, and, if necessary, refine the evaluation procedure as mutually agreed. The new procedure shall remain in effect until changed by mutual agreement of the parties.

- A. The educational philosophy of the Board provides that each student will be accepted as an individual and will be provided the opportunity to reach his/her maximum growth through individualized instruction and alternative programs. In keeping with this philosophy, teachers and educational specialists need to keep pace with significant developments in curriculum and technology. To accomplish this goal, the staff must be involved in a continuous program of individual growth and development as a professional.
- B. The Westlake Program of Professional Growth provides that professional growth should be a continuous, constructive and cooperative experience between a teacher and the administrator. This program enables a teacher to identify development goals and activities that lead to professional growth and personal development. The relationship between the teacher and the administrator should establish a climate that encourages the teacher to make a concerted effort toward significant positive change and to understand his/her level of performance.
- C. The overall goal of the Westlake Program of Professional Growth is to assist teachers in improving learning opportunities for students through a planned program of professional goal setting and performance appraisal.
- D. Objectives - The Program of Professional Growth:
 - 1. Defines the scope of the duties and responsibilities of teachers, counselors and media specialists.
 - 2. Establishes developmental objectives that provide for professional growth and personal development.
 - 3. Identifies activities that provide for an analysis of performance.

4. Provides feedback to each teacher that will enable him/her to understand his/her level of performance.

E. Professional Objectives for Teachers in the Westlake City School District.

1. Eleven objectives have been developed to provide the foundation for growth and appraisal of teachers. They are designed in a sequential manner beginning with the system wide articulation objectives as established through the Westlake City Schools.
2. Each objective is important. Though an objective may not direct itself at the actual in-class situation, it may aid in providing a positive learning environment within the building, staff, and student body.
3. These objectives are associated with those established for the Administration. With the cooperative efforts of all educators in the system, objectives at all levels will be effective and thus the total educational experience for the Westlake students may be fulfilled.

4. Professional Teacher Objective I – LEARNING STANDARDS.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Reviewed all available pertinent standards, benchmarks and indicators in the course of study annually.
- b. Achieved a working knowledge of the standards, benchmarks and indicators in the course of study.
- c. Implemented the standards, benchmarks and indicators in the course of study according to the needs of students.
- d. Developed programs of curriculum that facilitate the instructional program.

5. Professional Teacher Objective II - PLANNING.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Developed daily and long range plans consistent to the articulated objectives.
- b. Established descriptive plans and securing materials for a substitute.

6. Professional Teacher Objective III - PREPARATION.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Secured all appropriate and available equipment, information, and material needed to implement planned lessons in the classroom.
- b. Selected and understands teaching strategies that enable students to meet the planned objectives.

7. Professional Teacher Objective IV - CLASSROOM MANAGEMENT.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Established and enforced guidelines and procedures needed to maintain an appropriate educational environment and to provide for proper use of materials and equipment.
- b. Encouraged pupil growth in self-discipline.

8. Professional Teacher Objective V - INSTRUCTION.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Organized student activities and materials to facilitate the execution of planned classroom objectives.
- b. Utilized teaching strategies that enable students to meet the planned objectives. Examples of sound teaching strategies may be:
 - (1) Consistent encouragement and maintenance of high standards of work
 - (2) Provision for creative independent work
 - (3) Help for each pupil in achieving to the maximum of his/her ability through differentiated assignments and teaching methods
 - (4) Help for each child in developing appropriate work study habits and reading skills for the class
 - (5) Use of motivating questions, pictures, reviews or other concrete materials leading into the day's work
 - (6) Use of questions related to pupils' level of comprehension and ability
 - (7) Provision for assignments realistic in length and difficulty to pupils ability and background and presented with clear and explicit directions.

- c. Demonstrated teacher behavior that shows respect for the personal worth of the students and an understanding of the individual differences of students.

9. Professional Teacher Objective VI - STUDENT EVALUATION (Appraisal).

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Became aware, through cooperative efforts of counselors, psychologists, and administrators, of all available information pertaining to the student (such as psychological, physical, and emotional reports).
- b. Developed and utilized procedures to evaluate the student based upon the degree to which he/she can demonstrate achievement of objectives.
- c. Maintained accurate records for reporting student progress.
- d. Communicated student and parent problems or concerns, to counselors, teachers, psychologist, or principal.
- e. Informed the student, parent, or guardian of pertinent information concerning the student and his/her progress.

10. Professional Teacher Objective VII - SCHOOL MANAGEMENT.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Maintained supervision of students and school property.
- b. Maintained current records of attendance, books, supplies, and equipment used in classroom.
- c. Attended faculty meetings and participated in committee and in-service education.

11. Professional Teacher Objective VIII - POLICIES AND PROCEDURES.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Adhered to and is supportive of building and system policies and procedures.
- b. Discussed disagreements of policy with the building principal and submitted in writing recommendations for change.
- c. Communicate the building and system policies and procedures to students, and when appropriate, to the community.

12. Professional Teacher Objective IX - FISCAL MANAGEMENT.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Followed the fiscal management procedures as established by the building or system.
- b. Submitted appropriation and budget requests by the designated date.
- c. Completed required inventories by the designated date.

13. Professional Teacher Objective X - HUMAN RELATIONS.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Practiced positive human relations with students, faculty, non-certificated employees, administration and community.
- b. Attempted to develop or improve wholesome student, staff, and community relationships.
- c. Attempted to solve professional or personal disagreements in an open, positive, and private manner.

14. Professional Teacher Objective XI - EXTRA-CURRICULAR.

The teacher will have achieved this objective in a satisfactory manner when he/she has:

- a. Supported students and faculty in extra-curricular programs.
- b. Communicated constructively with students and faculty advisors (coaches) pertaining to extra-curricular participation.

F. Professional Objectives for Counselors in Westlake.

1. Professional Counselor Objective I - INFORMATION SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has provided information about educational, career, and personal-social concerns as needed by students.

2. Professional Counselor Objective II - PUPIL APPRAISAL AND RECORD SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has:

- a. Assisted students to gain a better understanding of their potential abilities and to identify their achievements and interests.
- b. Utilized the cumulative record to assist students with self-realization of their abilities, interests, and aptitudes which will enable them to make more relevant educational, career, and personal-social decisions.

3. Professional Counselor Objective III - GROUP GUIDANCE SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has established continuous, sequenced group guidance programs which provide students with opportunities to:

- a. Become oriented to new environmental situations such as middle school and high school.
- b. Develop decision-making skills toward choices they must make in secondary and post-secondary education.
- c. Grow in self-understanding and in a positive attitude toward self.
- d. Develop an understanding and appreciation of the world of work.
- e. Understand the significance of standardized test results and the meaning of test scores.
- f. Learn to make appropriate use of information in educational, career, personal and social planning.

4. Professional Counselor Objective IV - COUNSELING SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has:

- a. Provided guidance services of highly personalized individual and group counseling sessions for students to discuss their concerns and decisions that may assist them to mature.
- b. Communicated in a confidential manner with school personnel, parents, and other concerned adults who may refer students for counseling.

5. Professional Counselor Objective V - CONSULTATIVE SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has:

- a. Assisted school personnel in a better understanding of students.
- b. Assisted school personnel and others to interpret students' test results and record information more meaningfully.

- c. Assisted teachers, supervisors, and administrators to develop a more adequate understanding of the curriculum and instructional needs of students for appropriate placement in the curriculum.
- d. Assisted pupil personnel specialists and teachers to identify students with special needs and to secure the assistance to meet those needs.
- e. Assisted administrators to provide in-service education for the school staff in such areas as pupil appraisal, standardized testing, and mental health.
- f. Assisted in periodic assessments of the school's curriculum so that it may be kept in harmony with changing student needs and community expectations.

6. Professional Counselor Objective VI - PARENT CONFERENCE SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has:

- a. Established parent program opportunities for individual and group discussion concerning the personal, social, educational, and career development of their children.
- b. Established needed parent conferences which may include the principal, teachers, pupil personnel specialists or other adults which may provide assistance to parents to better understand their child.

7. Professional Counselor Objective VII - RESOURCE COORDINATION SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has assisted the administrative staff in the coordination of school and community resources which would include the referral of students to pupil personnel specialists and community resource agencies.

8. Professional Counselor Objective VIII - PLACEMENT SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has:

- a. Assisted students in taking the next step in education or training.
- b. Assisted students to select an appropriate educational program, subjects within the curriculum, and extra-curricular activities.
- c. Assisted students to obtain admission to appropriate schools, technical institutes, colleges, or other post-secondary educational programs.

9. Professional Counselor Objective IX - EVALUATION AND PLANNING SERVICE.

The counselor will have achieved this objective in a satisfactory manner when he/she has gathered survey and research data as needed to use in the modification of guidance, curriculum, and other school services.

10. The nine dimensions of a Guidance Program are not all inclusive of the individual needs of each building, and thus it will be the responsibility of the administrative and counseling staff to develop cooperatively additional specific guidance responsibilities for each school.

G. Professional Objectives for Media Specialist.

1. Professional Media Specialist Objective I – LEARNING STANDARDS.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Reviewed all available pertinent standards, bench marks and indicators in the course of study annually.
- b. Achieved a working knowledge of the standards, bench marks and indicators in the course of study.
- c. Implemented the standards, bench marks and indicators in the course of study according to the needs of students and staff.
- d. Developed a program of media center/AV orientation that facilitates the instructional program.

2. Professional Media Specialist Objective II - PLANNING.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Developed and implemented flexible plans consistent to the articulated objectives.
- b. Developed a scheduling process for use of equipment and the media center.

3. Professional Media Specialist Objective III - PREPARATION.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Secured all appropriate and available equipment, information, and material needed to implement requests by staff and students.
- b. Selected and placed into practice media specialist strategies that enable students and staff to meet the planned objectives.

4. Professional Media Specialist Objective IV - EVALUATION (APPRAISAL).

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Provided input into a job description for additional subordinate media center personnel.
- b. Developed a training program for additional subordinate media center personnel.
- c. Maintained accurate records regarding media assistants.
- d. Established and implemented a student/faculty survey instrument to periodically assess the effectiveness of media center/AV services.

5. Professional Media Specialist Objective V – MEDIA CENTER MANAGEMENT.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Provided a wide range of appropriate materials and equipment suitably organized for maximal use.
- b. Provided instruction in use of various media center materials and equipment.
- c. Stimulated use of media materials and media center facilities.
- d. Established and enforced guidelines and procedures needed to maintain a controlled atmosphere and to provide for proper use of materials and equipment.

6. Professional Media Specialist Objective VI - SCHOOL MANAGEMENT.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Maintained supervision of school property.
- b. Maintained current records of attendance, books, supplies, and equipment used in the media center.
- c. Attended faculty meetings and participated in committee and in-service education as requested or required.

7. Professional Media Specialist Objective VII - POLICIES AND PROCEDURES.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Adhered to and is supportive of building and system policies and procedures.
- b. Discussed disagreements of policy with the building principal and submitted in writing recommendations for change.
- c. Communicated to the students, and when appropriate, to the community, the building and system policies and procedures.

8. Professional Media Specialist Objective VIII - FISCAL MANAGEMENT.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Recommended, prepared and established budgetary priorities.
- b. Followed the established media center budget.
- c. Submitted appropriation and budget requests by the designated date.
- d. Completed required inventories by the designated date.

9. Professional Media Specialist Objective IX - HUMAN RELATIONS.

The media specialist will have achieved this objective in a satisfactory manner when he/she has:

- a. Actively maintained positive human relations with students, faculty, non-certified employees, administration and community.
- b. Sought to develop or improve wholesome student, staff, and community relationships.
- c. Sought to solve professional disagreements in a positive and private manner.

10. Professional Media Specialist Objective X - EXTRA CURRICULAR.

The media specialist will have achieved this objective in a satisfactory manner when he/she has supported students and faculty in extra-curricular programs.

H. Program of Professional Growth

- 1. The purpose of the following schedule is to provide each teacher and his/her administrator with an opportunity to mutually plan a program of professional development that will meet the objectives of the Westlake Program of Professional Growth. It is designed to assure that a teacher will have an understanding of his/her level of performance.
- 2. New Teacher to the Westlake School System by October 10th.

Complete Annual Professional Growth Plan (PPGA Form 1) for year as mutually agreed to by the teacher and administrator. (Administrator is defined as Superintendent, Assistant Superintendent, Principal and Assistant Principal.)

3. Teachers with Westlake Experience.

By October 20th - Complete Annual Professional Growth Plan (PPGA Form 1) with building principal or designated supervisor based upon previous year evaluation, professional self-development results and established goals based on previous evaluation.

4. Elements of the Program of Professional Growth

a. The Annual Professional Growth Plan is mutually agreed upon between teacher and administrator and is derived from:

- (1) The previous year's evaluation and recommendation reports by the administrator.
- (2) The annual self-development program of self-evaluation.
- (3) Other mutually agreed upon activities by teacher or administrator.

b. From these sources the Developmental Objectives for the year are created. PPGA Form 1 is used for this purpose and is completed each year for each teacher.

c. The minimum number of activities for each teacher is based on experience and contract status as indicated below.

<u>Experience</u>	<u>Minimum Number of Activities</u>
<u>New</u> - No experience	3
<u>New</u> - Non-Westlake experience	2
<u>Westlake Experience</u> - limited contract	2
Pre-continuing contract year	2
Continuing contract	1

d. Activities which may be used include peer observations, micro-teaching, inter-action analysis, peer improvement, approved research, enrollment in approved graduate level courses and other self-improvement activities mutually agreed upon between the teacher and administrator. These activities provide flexibility in the cooperative development of an appropriate professional growth program for the teacher.

5. All written records of these supervised activities will be read and signed by the teachers and will become a part of their permanent record.

6. For limited contract teachers, the administrator will prepare annually and submit to the Superintendent by April 1st a report on the limited contract teacher's professional development activities by completing PPGA Form 1 as part of documentation of the teacher's completion of the annual professional growth program. That program appraises individual performance through the use of supervised evaluation and professional self-development techniques.
7. For continuing contract teachers, on or before May 15th, the administrator will prepare annually and submit to the Superintendent a completed PPGA Form 1 as part of documentation of the teacher's completion of the annual professional growth program. That program appraises individual performance through the use of supervised evaluation and professional self-development techniques.

ARTICLE 11 - EVALUATION AND NON-RENEWAL PROCEDURE FOR LIMITED CONTRACT TEACHERS

During the 2012-13 school year, the teacher evaluation procedures set forth in this Article shall be the procedure used to evaluate members of the bargaining unit holding limited contracts.

During the 2012-13 school year, the existing evaluation committee as currently composed shall continue to develop a new evaluation procedure in accordance with H.B. 153.

The Committee shall present the product of its efforts to the WTA President and Superintendent on or before May 1, 2013. The WTA and Board shall then negotiate the inclusion of a new evaluation procedure based on the recommendations of the committee for implementation during the 2013-14 year period. The recommendations shall also include changes to Article 13, Reduction in Force, which are necessary to fully implement H.B. 153. This new evaluation policy will be presented for ratification to the Board and the WTA membership no later than June 30, 2013. The parties agree that during the 2013 -14 school year, the WTA and administration will meet quarterly in order to review, assess, and, if necessary, refine the evaluation procedure as mutually agreed. The new procedure shall remain in effect until changed by mutual agreement of the parties.

- A. By October 10th the evaluation format shall be explained to a teacher new to Westlake. Prior to April 1st no teacher being considered for non-renewal of contract will have received fewer than four (4) classroom observations of at least 30 minutes each by the Principal, Assistant Principal, Superintendent or Superintendent's designee, plus a conference or conferences with the Principal, and if requested by the teacher, a conference with the Superintendent. Two (2) classroom observations shall occur for each written evaluation (PPGA Form 4). The first two observations leading to the first evaluation shall be conducted and completed not later than January 15th, with the teacher receiving a written report of the results of the evaluation (PPGA Form 4) not later than January 25th. The second such evaluation shall be conducted and completed between January 26th and April 1st, with the teacher to receive a written report of said evaluation not later than April 1st (PPGA Form 4). Pre-Observation information will be completed prior to two observations covered by this section utilizing PPGA Form 3. PPGA Form 2 will be utilized to document each observation covered by this section, PPGA Form 4 will be utilized to document each evaluation covered by this section.

- B. There must be assistance given the teacher to correct professional difficulties. The nature of the assistance must be documented in writing and the teacher furnished with a copy within a reasonable time but in no instance later than April 1st.
- C. Annually, by April 1st, the responsible administrator will complete and submit to the Superintendent with a copy to the teacher, a completed PPGA Form 4 including a recommendation regarding reappointment of the staff member and, if eligible, a recommendation regarding continuing contract. If requested by the teacher, a meeting will be held with the principal within five (5) calendar days after receipt of the PPGA Form 4 to discuss any matters addressed therein. All Board action on non-renewals shall occur on or before April 30th. Records from the teacher's professional growth activities under Article 10 also provide a basis for recommendations regarding reappointment of teachers on limited contract.
- D. All teachers on limited contracts who will not be recommended for re-employment by the Superintendent shall be notified in writing by the Superintendent not less than ten (10) calendar days prior to the Board meeting during which contract renewals will be discussed. Each teacher may request from the Superintendent written reasons for recommending his/her non-renewal and may also request a meeting with the Superintendent within seven (7) calendar days of receiving the Superintendent's recommendation of non-renewal. The teacher may be accompanied by a WTA representative at the meeting which shall be held no later than April 15th.
- E. If after the above meeting with the Superintendent, the recommendation to the Board remains in favor of non-renewal of the teacher's contract, the teacher will be notified in writing of that intention at least five (5) calendar days prior to the date of the Board meeting. The teacher will then have a right to be heard regarding the matter before the Board in Executive Session. The teacher may have a WTA representative, President, PR &R Chairperson and/or representative of his/her choice present. The Board may also have counsel at such a hearing, in addition to the Superintendent and Treasurer. This right to be heard shall be an opportunity for the teacher and/or representatives to make an oral or written presentation to the Board (including statements of others on behalf of the teacher), but shall not be an evidentiary hearing which would include the calling of witnesses or taking of testimony.
- F. The Program of Professional Growth, Article 10, shall constitute the evaluation criteria and requirements by which each teacher shall be evaluated, regardless of whether or not he/she is being considered for contract non-renewal. Use of that program is intended to protect the rights of the teacher and the District in determining dismissals due to substandard performance. To the extent that any conflicts or ambiguities arise in the interpretation of this Article and Article 10, the language of this Article shall prevail.
- G. Only the alleged violation of the evaluation or non-renewal procedures provided in this Article shall be subject to challenge and then only through the Grievance Procedure, including binding arbitration. Re-employment shall be awarded by an arbitrator only if it is determined that the procedures of this Article were not followed and, if raised by the Board through the grievance procedure, were timely grieved, i.e. a grievance must be filed within twenty (20) officially adopted school calendar days of any alleged procedural violation. An arbitrator will not have jurisdiction to order the re-employment of a teacher non-renewed under this section on the basis of the subjective observations or evaluative

comments of any administrator appearing in any document utilized in the evaluation and/or non-renewal of said teacher.

- H. It is the intention of the parties that the evaluation and non-renewal procedures provided in this Article shall supersede and prevail over applicable statutes and that the provisions of Ohio Revised Code Sections 3319.11 and 3319.111 shall not apply to teachers.

ARTICLE 12 - APPRAISAL OF CONTINUING CONTRACT TEACHERS

During the 2012-13 school year, the teacher evaluation procedures set forth in this Article shall be the procedure used to evaluate members of the bargaining unit holding continuing contracts.

During the 2012-13 school year, the existing evaluation committee as currently composed shall continue to develop a new evaluation procedure in accordance with H.B. 153.

The Committee shall present the product of its efforts to the WTA President and Superintendent on or before May 1, 2013. The WTA and Board shall then negotiate the inclusion of a new evaluation procedure based on the recommendations of the committee for implementation during the 2013-14 year period. The recommendations shall also include changes to Article 13, Reduction in Force, which are necessary to fully implement H.B. 153. This new evaluation policy will be presented for ratification to the Board and the WTA membership no later than June 30, 2013. The parties agree that during the 2013 -14 school year, the WTA and administration will meet quarterly in order to review, assess, and, if necessary, refine the evaluation procedure as mutually agreed. The new procedure shall remain in effect until changed by mutual agreement of the parties.

- A. The Program of Professional Growth, Article 10, shall constitute the evaluation criteria and requirements by which each teacher on continuing contract shall be evaluated. Use of that program is intended to protect the rights of the teacher and the District in determining dismissals due to substandard performance. Before PPGA Form 4 is completed for a continuing contract teacher, at least one observation, announced or unannounced, will be conducted. If the observation is announced, PPGA Form 3 must be completed prior to the observation. If the observation is unannounced, at the teacher's request a conference will be held with the evaluating administrator prior to the completion of PPGA Form 4.
- B. If performance concerns are identified, additional observations, announced or unannounced, may be conducted by the administrator.

ARTICLE 13 - REDUCTION IN FORCE

Reductions in force shall be for the reasons enumerated in Ohio Revised Code § 3319.17. Any dispute regarding alleged noncompliance with the provisions of the statute or the procedures set forth in this Article shall not be subject to the grievance procedure, Article 7, but rather shall be resolved through the judicial process.

During the 2012-13 and the 2013-14 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for purposes of the negotiated reduction in force. As such, the provisions of Article XIII shall serve as the

procedure followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2012-13 and 2013-14 school years.

If the Board determines it necessary to reduce the number of total teaching staff positions, the following procedures shall apply:

- A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. A teacher whose contract shall be suspended shall be notified of the suspension at least thirty (30) days before the effective suspension date. Those contracts to be suspended will be chosen as follows:
1. Teachers as defined in Article 2 of this Agreement will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
 2. Seniority will be defined as the length of continuous service as a teacher under regular non-administrative contract in this district.
 - a. Board-approved leaves of absence or employment under an administrative contract will not interrupt seniority, but time spent on such leave shall not count toward seniority. b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - (1) The date of the Board meeting at which the teacher was hired, and then by;
 - (2) The date the teacher signed his/her initial employment contract in the district, and then by;
 - (3) date of the original application.
 3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure, provided he/she has successfully taught in the second area of certification/licensure for at least one (1) year in the Westlake City Schools. If a teacher has not successfully taught in the second area of certification/licensure or has not had recent academic training in this area, the teacher will agree to take a refresher course prior to the beginning of his/her teaching in that area or as soon as possible with the concurrence of the Superintendent.
- B. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy and who meet the requirements in paragraph A3 of this Article.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they were certificated/licensed at the time of the reduction in force, with preference to be given to those who had continuing contract status before the reduction in force, provided they meet the requirements in paragraph A3 of this Article.
 3. If a vacancy occurs, the Board will send a certified announcement to the last known address of the most senior teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the Superintendent within seven (7) calendar days from the postmark. Any teacher who fails to respond within seven (7) calendar days from the postmark of the announcement, or who declines to accept the position, will forfeit all recall rights.
 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of suspension.
- C. A seniority list will be made available to the WTA President by March 1st yearly.
- D. Should a reduction in force be necessary, the WTA President shall be notified of the specifics at least five (5) days prior to presentation to the Board.

ARTICLE 14 - JOB SHARING

- A. With the approval of the Superintendent or designee, which approval shall not be unreasonably withheld, two teachers may share a certificated/licensed teaching assignment.
- B. Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal no later than April 1st of the school year preceding the proposed job share. The plan must include the following elements:
1. That the plan will be in effect for a full school year.
 2. The area of teaching assignment, including grade level, buildings and courses to be shared.
 3. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps the participants will employ to insure compatibility of such techniques and practices.
 4. The percentage of the regular full-time workday each participant proposes to teach.

5. What will happen if one of the participants is unable or unwilling to complete the full school year under the job sharing plan.
- C. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.
- D. All negotiated salary and benefits shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than 100% of the cost of one full-time teacher.
- E. Teachers shall acquire one (1) year seniority in each year of job sharing worked provided the teacher works at least three and three quarter (3-3/4) hours per day under the job sharing plan.
- F. Job-sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers.
- G. Whenever there is an in-service that a job-sharing teacher is approved to attend that is scheduled for the part of the day when the job-sharing teacher is not teaching, the job-sharing teacher can attend the in-service and, on the day of the in-service, a substitute will be provided for the job-sharing teacher for the part of the day he/she is normally teaching (e.g., a job-sharing teacher who teaches in the afternoon can attend an in-service in the morning and a substitute will be provided for the job-sharing teacher in the afternoon). With this scenario, the job-sharing teacher will fulfill his/her daily job-sharing obligation to the District, but this obligation will be fulfilled by attending the in-service rather than by teaching.
- H. For those days designated specifically as staff development days for certificated staff, all job-sharing teachers are to attend and participate in the full District/Building activities. Those days will be identified to the job-sharing teachers prior to the start of the first workday for teachers each year.
- I. While a teacher is in a job-sharing situation, he/she is considered to be on part-time leave for the part of the day he/she is not working. Consequently, the District may hire long-term substitutes to fill the vacancies created by job-sharing teachers.

ARTICLE 15 - LONG-TERM SUBSTITUTE TEACHERS

The employment of substitute teachers who become members of the bargaining unit under the provisions of Article 2, Recognition, shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. Such termination is automatic, without the need for any further notice or action by the Board. The provisions in Article 11 of this Agreement relating to evaluation and non-renewal do not apply to such substitute teachers. The provisions of Ohio Revised Code §§ 3319.11 and 3319.111 do not apply to such substitute teachers. Long-term substitute teachers can be offered an unlimited number of one-year contracts. The provisions of this Article 15 supersede those set forth in Ohio Revised Code § 3319.10 with respect to such long-term substitute teachers.

ARTICLE 16 - COMMUNICABLE DISEASES PROCEDURES

A. Purpose.

1. The purpose of these procedures is to describe the manner and method(s) of handling the issues raised when a teacher is diagnosed with a communicable disease. A communicable disease is one that: (1) poses a significant risk of infecting others in a work place; (2) poses a direct threat to the health and/or safety of others; and (3) poses a genuine significant risk of substantial harm which cannot be eliminated or reduced to below the level of "direct threat" by reasonable accommodation.
2. These procedures do not necessarily prohibit a teacher with a communicable disease from performing his/her assigned duties. There will be no mass mandatory testing to determine if teachers have communicable diseases. Additionally, there will be no mandatory testing of an individual teacher without reasonable cause (i.e., the medical inquiry shall be job-related and justified by business necessity). However, school physicians (in accordance with Ohio Revised Code § 3313.71) may make examinations of teachers and other school employees as in their opinion the protection of health of the pupils, teachers and other school employees require. Additionally, and in accordance with Ohio Revised Code § 3313.71, the school physician may immediately (but temporarily) send a teacher home who is found to be ill or suffering from a communicable disease. The school physician shall advise the teacher that he/she should consult his/her family physician. If a subsequent medical examination discloses that the teacher has a communicable disease, the procedures outlined in Paragraph B below of this Article shall be followed. Any temporary exclusion from the work place shall: (1) not exceed fourteen (14) calendar days; (2) be with salary and fringe benefits; and (3) not be charged against any form of leave.
3. Decisions about each teacher with a communicable disease are to be made on a case-by-case basis in accordance with currently available objective medical information and other factual evidence. A determination to exclude a teacher from performing his/her assigned duties shall be based on a consideration of the following factors: (a) the duration of the risk (i.e., how long the carrier is infectious); (b) the nature of the risk (i.e., how the disease is transmitted) and the severity of the risk (i.e., the potential harm to third parties); (c) the likelihood that the potential harm will occur; and (d) the imminence of the potential harm.

B. Procedures.

1. When a teacher with a communicable disease either voluntarily discloses his/her diagnosis, is identified via medical documentation from a physician, or is identified via the procedure outlined in Section A (2) above, notification shall be made to the Superintendent who will notify the Westlake City School's physician.
2. The school physician shall notify the Cuyahoga County Health Commissioner if required to do so by law.
3. The school physician shall obtain written release of pertinent medical information from the teacher with a communicable disease and his/her health care

provider(s) (see Attachment VII). The school physician will share the information with the medical review team.

4. The school physician shall convene a medical review team within seven (7) days of the identification or documentation that a teacher has a communicable disease in order to review the teacher's medical status and make appropriate recommendation(s) to the Superintendent. Such review team shall be comprised of:
 - a. the employee's primary care physician;
 - b. a physician specializing in the communicable disease; and
 - c. the school physician, who shall act as chairperson of the medical review team.
5. The review team shall submit a written report of its findings and recommendations to the Superintendent within five (5) calendar days. The team's written report should represent all members of the medical review team. The medical review team shall only be responsible for reviewing medical data/records and advising the Superintendent/Board about the teacher's functional abilities and limitations in relation to job functions, and about whether the individual meets the Board's health and safety requirements. The medical review team shall not be responsible for making employment decisions or determining whether or not it is possible to make a reasonable accommodation for the teacher with the communicable disease. The medical review team's recommendations and/or conclusions shall focus on two concerns: (a) whether the person is currently able to perform his/her specific job, with or without an accommodation; and (b) whether the person can perform his/her job without posing a "direct threat" to the health or safety of others.
6. The Superintendent will make a decision based on medical information concerning employment assignment within two (2) calendar days after receiving the written report of the medical review team. The teacher with the communicable disease will only be excluded from assignment/reassignment if his/her condition poses an immediate, direct threat to the health and/or safety of others which cannot be eliminated or reduced to a medically acceptable level by reasonable accommodation.
7. A teacher who is excluded from assignment/reassignment shall be: (1) entitled to normal paid sick leave benefits; (2) entitled to utilize FMLA leave as provided in Article 19; (3) entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired; and (4) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed with a communicable disease.
8. A teacher may return to work once a physician or the school physician has certified that he/she has recovered from the disease.

9. A teacher disputing the Superintendent's recommendation may utilize any appeals as provided by the law.

C. Confidentiality.

All information gathered through medical examinations or inquiries must be kept confidential. Teachers' medical records shall be maintained in separate files from teachers' general personnel files, and stored in separate file cabinets. Further, information about the identity and condition of a teacher with a communicable disease shall not be disclosed by the medical review team or by the Superintendent to anyone except as permitted and/or required under federal or state law. Those notified shall observe complete confidentiality.

D. Dissemination of Communicable Disease Information.

All teachers will be in-serviced at least annually and in greater depth every five (5) years on information relating to the proper precautions to be exercised in the work place to prevent possible transmission of communicable diseases. In-services will include the latest information from the Ohio Department of Health, Centers for Disease Control, and the U.S. Department of Health and Human Services. In-services will be jointly planned by the WTA and the administration.

E. Follow-up.

1. The medical review team shall maintain an active role in monitoring a teacher's medical condition.
2. The teacher's primary care physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined in B and C above will be followed.

F. Students Identified as Having Communicable Diseases.

1. Information about the identity and condition of any student with a communicable disease shall not be disclosed by the medical review team or by the Superintendent to anyone other than those teachers and other staff members responsible for the student so that adequate supervision may be maintained. Those notified must observe complete confidentiality.
2. The medical review team shall maintain an active role in monitoring the student's medical condition.
3. Any change in the information about the condition of the student shall only be given to personnel identified in Section F (1) above and said personnel shall observe complete confidentiality.

ARTICLE 17 - SICK LEAVE

A. Sick Leave Credit Earned:

1. Accumulation of Credit. Sick leave is earned at the rate of one and one-quarter (1-1/4) days per month of employment, or fifteen (15) days per year.
2. Part-time Credit. Each part-time certificated/licensed teacher shall receive annual sick leave in proportion to the time actually employed.
3. Credit Available. Each full-time teacher shall have fifteen (15) days of sick leave available at the beginning of employment. If a teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the Board for the sick leave used but not earned.
4. Credit Transfers. Any teacher who transfers to the Westlake Board of Education from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in the public employment upon presentation by the teacher of certification of such days accumulated to the limits expressed in Section A6 of Article 17.
5. Re-employment. Crediting of previously accumulated sick leave of a teacher separated from public service is allowed upon the re-employment of the individual in the public service provided that such re-employment takes place within ten (10) years of the date on which the teacher was last terminated from public service.
6. Limit of Sick Leave Credit. The amount of sick leave credited to a teacher shall be unlimited.

B. Sick Leave Credit Used:

1. Reasons for Sick Leave Utilization. Sick leave may be utilized for reasons expressed in Ohio Revised Code § 3319.141. Members of the immediate family are defined as parents, parents in law, spouse, and children, stepchildren who are or have been dependents of the teacher, and also relatives who permanently reside at least thirty (30) days per calendar year in the home of the teacher or for whom guardianship is the teacher's responsibility. Sick leave may also be used, up to a maximum of three (3) days in a school year, in the event of life threatening illnesses or death of the teacher's siblings, grandparents, son-in-law, daughter-in-law and any other relative for whom the teacher stands in the position of the primary care giver. A teacher who adopts a child who is two (2) years or younger may take up to six (6) weeks (or the amount of accumulated sick leave, whichever is less) of paid sick leave beginning with the date the teacher receives custody of the child. A teacher who adopts a child who is over the age of two (2) may take up to three (3) weeks (or the amount of accumulated sick leave, whichever is less) of paid sick leave beginning with the date the teacher receives custody of the child.

2. Full and Half-Day Use of Sick Leave Credit. Accumulated sick leave credit shall be deducted upon use in terms of full or half days. The Board shall notify each teacher in writing of his/her accumulated sick leave with each paycheck.
 3. Sick Leave and Calamity Days. If a teacher has requested sick leave and school is closed due to a calamity, the sick leave day will be restored to the teacher's cumulative total days of sick leave.
 4. Pregnancy: Earned sick leave may be used for illness or disability related to pregnancy. The teacher's disability shall be presumed to continue for a period of six (6) weeks following delivery, but may vary from individual to individual and will be determined by the teacher's physician.
- C. Proof of Absence. The Superintendent shall require the teacher to furnish a signed statement to the effect that absence was caused by illness or due to any of the foregoing causes. He/she may require the name of the physician and the date he/she was consulted if medical attention was required. Falsification of such a statement shall be grounds for disciplinary action, including dismissal. See Attachment VI.
- D. Return to Full-Time Duty: A teacher who has been absent for ten (10) days or more due to illness may be required to present a statement from a physician validating he/she is physically able to resume his/her duties on a full-time basis.
- E. Summer School: A teacher is eligible to use paid sick leave during Westlake City School District's summer school as provided in this Article.
- F. Accumulated Sick Leave at Retirement (Severance Pay):
1. A teacher employed by the Board may elect, at the time of actual retirement from teaching under the State Teachers Retirement System (STRS) Law, and with five (5) or more years of service with the Board to be paid by check for one fourth (1/4) of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the teacher's rate of pay at the time of retirement.
 - a. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time.
 - b. Notwithstanding the foregoing, if the retiring teacher is a participant in the Plans that are established pursuant to Article 40 of this Agreement, and to the extent that it is permissible to do so under the terms of the Plans, such payment shall be made directly into the 403(b) Plan in lieu of such amount being paid to the teacher by check.
 2. The maximum payment which may be made shall be one fourth (1/4) of two hundred sixty (260) days. If a teacher has given written notification to the Superintendent of his/her intent to retire, but dies before receiving his/her severance pay, except as provided in Article 40 with respect to the Plans, the severance pay shall be paid to his/her surviving spouse or, if none, to his/her estate.

3. Any teacher who has retired under STRS and then is rehired by the District is eligible for Severance Pay under the terms of F1 (above) without having to have worked a minimum of five (5) years. The number of unused sick leave days to be used in the severance pay calculation are those sick leave days accrued in the District after the teacher retired and then was hired by the District.

G. Donation of Sick Leave.

1. If a teacher is currently absent for thirty (30) consecutive days or more, and has exhausted all of his/her accumulated sick leave due to the current or previous catastrophic or long term illness or accident of the teacher, and/or his/her spouse or minor child, another teacher who is on the same or higher step on the salary schedule may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days of absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
2. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
3. Donation of sick days shall be initiated by a teacher on a form furnished by the Board Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
4. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.

ARTICLE 18 - PERSONAL BUSINESS LEAVE

- A. Through the close of the 2008-09 school years, the provisions of Article 18 in the 2006-08 Agreement shall continue to be in effect.

Effective beginning with the 2009-10 school year, teachers will be granted a maximum of three (3) unrestricted days per school year of personal leave. However, personal leave may not be used for any type of employment or self-employment for remuneration. At the end of each year, unused personal days will be credited to the teacher's accumulated sick leave.

- B. Where personal leave is requested on one or both of the two work days immediately preceding or immediately following a school holiday or vacation break, or during the first ten (10) and/or last ten (10) teacher workdays of the school year, or on Fridays or Mondays during May and June ("restricted days"), the teacher shall be required to submit, to the office of the Superintendent, the specific reasons for his/her use of personal leave. Personal leave shall be granted on such restricted days for the following: adopting a child; appearing as a litigant or a subpoenaed witness in court; transporting a child to or from college (two days per school year); attending the funeral of a relative or close friend (one day if within 150 miles of Westlake, two days if more than 150 miles from Westlake); emergency transportation difficulties between home and school; observing a religious holiday; attending graduation of self, spouse or child; accident in family or involving family property; attending marriage ceremony of son, daughter, brother, sister, mother or father; being a member of the wedding party of

son-or daughter-in-law, brother-or sister-in-law; father- or mother-in-law; attending a son's/daughter's school-related activities.

- C. On the day prior to NEOEA Day, not more than 3 members of the bargaining unit may take unrestricted personal leave. Applications will be granted on the basis of the date of receipt of the application at the office of the Superintendent beginning with the first teacher work day of the school year.
- D. Teachers employed in the District from 2001-02 through 2003-04 school years shall be granted one (1) "carry forward" unrestricted personal leave day for each year where the teacher used two (2) personal leave days or fewer during the 2001-02, 2002-03, or 2003-04 school years, to a maximum of three (3) "carry forward" days, provided that the maximum number of unrestricted personal leave days that may be used in any school year shall be five (5). This provision shall not continue beyond the close of the 2008-09 school year. Any teacher with leave days remaining in her/his personal leave "bank" at the end of the 2009-10 school year shall have those days transferred to the teacher's accumulated but unused sick leave beginning with the 2010-11 school year.
- E. Reasons for use of personal leave are privileged information and shall be respected as such.
- F. For situations in which prior notification cannot be given, the teacher will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his/her return to school.
- G. Personal leave may be used if the teacher is unable to return to the teaching assignment after a vacation due to an act of God directly affecting the teacher's return and for which no alternatives or prior planning was possible.
- H. In addition to the foregoing, upon mutual agreement between the Superintendent and teacher, additional personal leave without pay shall be granted.

ARTICLE 19 – RELIGIOUS HOLIDAYS

- A. A maximum of two (2) days may be granted during any one (1) school year for religious holidays which are not recognized on the school calendar and for which the teacher's religion discourages the teacher from working on those days. Religious holidays will not be deducted from sick or personal leave.

ARTICLE 20 - FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

- A. Eligibility.
 - 1. Pursuant to the terms and conditions of this Article, an eligible teacher may take up to twelve (12) work weeks of paid or unpaid leave ("FMLA leave") in any 12-month period, for one (1) or more of the following circumstances:
 - a. the birth of a teacher's child and to care for the child up to age one;
 - b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;

- c. to care for an immediate family member (spouse, child, or parent) of a teacher when that family member has a serious health condition;
 - d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.
2. To be eligible for FMLA Leave, the teacher must:
- a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.
3. Twelve-month period is defined as the 12-month period measured forward from the date the teacher's first paid or unpaid FMLA leave begins. The teacher would be entitled to 12 weeks of paid or unpaid FMLA leave during the year beginning on the first date paid or unpaid FMLA leave is taken. The next 12-month period would begin the first time paid or unpaid FMLA leave is taken after completion of any previous 12-month period. Each time a teacher takes paid or unpaid FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

B. Serious Health Condition - Defined.

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
- a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care;
 - b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - (1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services

- (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider
 - (2) Any period of incapacity due to pregnancy, or for prenatal care
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy. etc.)
 - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)
 - (5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
2. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
 3. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless

complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for paid or unpaid FMLA leave.

4. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for paid or unpaid FMLA leave.
5. Absences attributable to incapacity under paragraphs B 1 b (2) and (3) qualify for paid or unpaid FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)
6. "Health care provider" is defined as:
 - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
 - c. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
 - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
7. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.

8. In cases in which the Board employs both the husband and wife, the total amount of paid or unpaid FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week paid or unpaid FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for paid or unpaid FMLA leave for a purpose other than those contained in this paragraph.
9. FMLA leave, paid or unpaid, does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Agreement.

C. Notice.

1. The teacher shall provide the Director of Human Resources with written notice no fewer than thirty (30) days prior to taking paid or unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.
2. Whenever paid or unpaid FMLA leave is necessitated by the serious health condition of the teacher or her/his family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Administrative Assistant for Personnel, not less than thirty (30) days prior to the requested leave commencing, with written certification (Attachments IX and X) issued by a health care provider to support her/his request for leave.

If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Administrative Assistant for Personnel, not less than thirty (30) days prior to commencing the modified work schedule, with written certification (Attachments IX and X) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the teacher's need for leave is not foreseeable, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Administrative Assistant for Personnel within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Director of Human Resources either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave.

1. The Board shall require that paid sick leave taken under Article 17 of the Agreement shall be counted as paid FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Administrative Assistant for Personnel while on paid sick leave that this leave would be counted as paid FMLA leave (Attachment XI).

2. Where a teacher has earned paid sick leave days, this paid leave shall be substituted for all or part of any paid FMLA leave taken to care for an immediate family member or for the teacher's own serious health condition.
3. When a teacher utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the teacher or of an immediate family member), the teacher will be notified in writing by the Board that said sick leave days count toward his/her annual paid FMLA leave entitlement (Attachment XVI). If the teacher does not believe his/her leave meets the criteria of a "serious health condition," the teacher must notify in writing the Administrative Assistant for Personnel within fourteen (14) days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the teacher again hears from the Administrative Assistant for Personnel on this specific situation, the Administrative Assistant for Personnel will correct the personnel files to reflect that said sick leave use shall not also be considered to be paid FMLA leave. If the teacher does not notify in writing the Administrative Assistant for Personnel within fourteen (14) days, the correction will not be made.

E. Intermittent Leave and Reduced Work Schedule.

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the teacher. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the teacher's or that of an immediate family member's, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
2. When medically necessary, a teacher may take intermittent paid or unpaid FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where paid or unpaid FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where a teacher who is principally employed in an instructional capacity requests intermittent paid or unpaid FMLA leave or paid or unpaid FMLA leave on a reduced work schedule, and where the teacher would be on paid or unpaid FMLA leave for more than 20% of the total number of working days over the period during which the paid or unpaid FMLA leave would extend, such teacher must elect either:
 - a. to take paid or unpaid FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment;
or

- b. to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

F. Leave Near End of Semester.

1. If a teacher begins any unpaid FMLA leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester, if:
 - a. the leave is of at least three (3) weeks duration, and
 - b. the return to employment would occur during the three (3) week period before the end of the semester.
2. If a teacher begins unpaid FMLA leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking such FMLA leave until the end of the semester, if:
 - a. the unpaid FMLA leave is of greater than two (2) weeks duration, and
 - b. the return to employment would occur during the two-week period before the end of the semester.
3. If a teacher begins unpaid FMLA leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.
4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

G. Medical Opinion.

1. Additional Certifications: For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board (Attachment XII). If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave (Attachment XIII). The teacher and Board must

each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

2. A teacher on unpaid FMLA leave must obtain subsequent recertification upon request of the Board.
 - a. The recertification must be turned in within fifteen (15) calendar days following the Board's request, unless it is not practicable under the particular circumstances to do so despite the teacher's diligent, good faith efforts.
 - b. For pregnancy, chronic, or permanent/long-term conditions under the continuing supervision of a health care provider, recertification request by the Board will not be more often than every 30 days and only in connection with an absence by the teacher, unless:
 - (1) Circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of absences, the severity of the condition, complications); or
 - (2) The Board receives information that casts doubt upon the teacher's stated reason for the absence.
 - c. If the minimum duration of the period of incapacity as specified on a certification furnished by the health care provider is more than 30 days, the Board will not request recertification until the minimum duration has passed, unless one of the conditions set forth below in subparagraphs d. 1) - 3) is met.
 - d. For circumstances not covered by subparagraphs c. and d. above, the Board may request recertification at any reasonable interval, but not more often than every 30 days, unless:
 - (1) The teacher requests an extension of leave;
 - (2) Circumstances described by the original or previous certification have changed significantly (e.g., the duration of the illness, the nature of the illness, complications); or
 - (3) The Board receives information that casts doubt upon the continuing validity of the prior certification.
 - e. Any recertification requested by the Board shall be at the teacher's expense. No second or third opinion on recertification may be required.

H. Benefits.

The Board shall maintain coverage under the group health plan for the duration of the paid or unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, prescription drug, and vision. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

I. Return to Work.

1. When a teacher is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his health care provider (Attachment XIV) that the teacher is able to resume the job functions for her/his position.
2. Upon return from unpaid FMLA leave, the Board shall restore the teacher to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.
3. A teacher has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. In other words, if the Board conducts a Reduction-in-Force (RIF) during the teacher's leave period, the Board may deny the teacher reinstatement if his/her position was one of the ones affected by the RIF.
4. Should a teacher not return to work at the end of an unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during an unpaid FMLA leave period. A teacher shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (Attachment X) from the teacher's health care provider shall be provided in a timely manner and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the teacher must return to work for thirty (30) days unless precluded from doing so by Board action.

J. Penalties for Misuse.

A teacher who fraudulently obtains unpaid FMLA Leave from the Board is not protected by the terms of these provisions (i.e., job restoration or maintenance of health benefits provisions may be denied).

K. Inconsistencies between the Agreement and FMLA.

All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

ARTICLE 21 - PARENTAL LEAVE

Any teacher who is either a parent or adopting a child may request and shall be granted unpaid parental leave. Parental leave may begin any time during the pregnancy of the teacher or upon the adoption of a child and the child's sixth (6th) birthday and is subject to the conditions set forth below:

- A. Leave Rights: Such leave shall be for the balance of the school year in which the leave commences; and upon the request of the teacher, for the following school year. An additional year without pay may be granted with the approval of the Superintendent. If the teacher gives fifteen (15) calendar days written notification to the Superintendent, the teacher shall have the option to return at the beginning of any grading period following the beginning of leave except the last grading period of the school year.
- B. Application for Leave: Application for parental leave shall be in writing and shall contain a statement of the expected date of birth, or, in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the teacher anticipates to return to service. A teacher who seeks a parental leave due to the birth or adoption of another child while on an unpaid parental leave of absence may do so for a period not to exceed one (1) additional school year.
- C. Time for Filing Application: Application for parental leave shall be made no fewer than thirty (30) days before the anticipated beginning date of the parental leave but in no case fewer than forty-five (45) days prior to the beginning of the following school year. In the case of adoption, strict adherence to the thirty (30) days is waived but notification shall be given as soon as possible after the teacher is advised of the availability of a child.
- D. Reinstatement Rights: Upon return from approved parental leave at the time set forth in the application for leave, the teacher shall be entitled to a position in the school system for which he/she holds proper certification. The failure of the teacher who commences such a leave prior to January 1st to provide written confirmation of her/his return to work following completion of the year of the leave period shall deprive the teacher of any right to return. Such written confirmation must be provided to the office of the Superintendent not later than April 1st of the school year preceding the teacher's return from leave.
- E. Insurance: The teacher shall have the option of remaining under group insurance benefits, subject to the rules of the carrier and the provisions of FMLA (Article 18), by paying all premium costs, if any, associated with such participation.

**ARTICLE 22 - LEAVE WITHOUT PAY OR
BENEFITS FOR ILLNESS OR OTHER DISABILITY**

- A. Period of Leave: On the written request of a teacher for a leave of absence where illness or other disability is the reason for the request, the Board shall grant said leave for a period not to exceed two (2) consecutive school years. Upon subsequent request, such leave may be renewed by the Board. In the event a teacher resubmits for a leave for the same cause during the duration of a school year, the teacher may be asked by the Superintendent to submit to a physical examination by a medical doctor whose name appears on a list approved by the Board. This examination will be at no cost to the teacher.
- B. Application for Leave: A request for such leave of absence will be submitted in writing, will state the specific expiration date of the requested leave, and will be accompanied by a written statement from the teacher's physician substantiating that an illness or disability exists requiring the requested leave of absence.
- C. Return from Leave: The Board will not be obligated to return a teacher to active status with pay and benefits prior to the expiration date of the leave of absence granted for illness or disability unless the teacher has recovered from said illness or disability and presents to the Board certification from his/her physician that he/she is able to resume his/her assigned duties. If the leave granted to a limited contract teacher extends beyond April 30th of the teacher's contract year, the Board is not obligated to reemploy the teacher for the next school year if notice of non-renewal is given on or before April 30th of the teacher's contract year.
- D. Insurance: The teacher shall have the option of remaining under group insurance benefits, subject to the rules of the carrier, by paying all premium costs associated with such participation.
- E. Nothing in this provision shall affect a teacher's right to utilize FMLA leave pursuant to Article 19.

ARTICLE 23 - PROFESSIONAL LEAVE

- A. Participation in Professional Growth Activities:
 - 1. Leaves may be granted for professional improvement of the teacher or the school system, upon request of the teacher and approval by the Superintendent. Examples:
 - a. Attendance at professional conventions or meetings on a national, state or local level;
 - b. Attendance at workshops or seminars related to teaching areas;
 - c. Participation in the business of professional organizations;
 - d. Participation on the programs of recognized professional organizations.

- e. Mentee activities needed for professional improvement
- f. Professional growth activities
- g. Committee activities

2. Compensation:

- a. The service of a substitute teacher will be provided at Board expense. The Board shall pay for authorized automobile expense an amount equal to per mile allowance being utilized by the Internal Revenue Service. The effective date of such new mileage allowance shall be the date of the Board's action in adopting such rate, which shall be the first regular meeting following notification by the Association of changes in the IRS mileage allowance. The Board's action in adopting such rate may not be retroactive.
 - b. All expenses approved in writing in advance by the Superintendent shall be reimbursed. Telephone calls, room service and tips are not reimbursable.
3. Application shall be made in writing at least ten (10) days in advance or as soon as possible by the interested teacher. In addition to stating the date, place and nature of the meeting, an estimate of expenses should also be given. Application will be processed by the teacher through the building principal.
4. Teachers returning from conventions or conferences will provide a summary of the program and major ideas gained through attendance at such conventions, etc. Such summary will be presented to the Superintendent through the teacher's principal. Thereafter, the teacher may be required to make one presentation of this information to a school-related group.

B. Leave for Professional Study with Board Subsidy:

- 1. A teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this State.
- 2. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave to any teacher more often than once for each five (5) years of

service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

3. The Board shall not incur a greater total expenditure due to such leave than it would have incurred had the person on leave been in active service.

ARTICLE 24 - MILITARY LEAVE

- A. Military leaves and right to re-employment upon completion of military service will be granted upon terms and conditions and to the extent specified by Ohio Revised Code §§ 3319.14 and 5923.05.
- B. Teachers who are members of the Reserve Forces of the United States or the Organized Militia as defined in Ohio Revised Code 5923.01 shall be entitled to leave of absence without loss of pay for such time as they are in military duty as defined in Ohio Revised Code § 5923.01E for periods not to exceed thirty-one (31) days in any one calendar year.
- C. During a national emergency, should the period of active duty exceed thirty-one (31) days, the teacher shall continue to receive the difference between his/her normal pay and his/her military pay for the duration of military service and all benefits shall remain in force. Upon return, the teacher shall be reinstated to his/her previous assignment. For purposes of seniority and placement on the salary schedule, years of absence for military service shall be counted as though teaching service had been performed during that time.

ARTICLE 25 - COURT LEAVE

- A. A teacher who serves as a juror shall be granted leave without loss of pay or other emoluments for days covered by the jury duty. The teacher shall not be required to remit jury duty pay to the Board.
- B. A teacher who is subpoenaed to appear in court as a witness in a proceeding where she/he is not a party shall be paid at her/his regular rate without use of personal days or sick days.
- C. A teacher who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board, or in any other job related capacity, shall receive his/her regular rate of pay as a bargaining unit member and will not forfeit his/her personal leave.

ARTICLE 26 - ASSAULT LEAVE

- A. A teacher who is required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds or where in attendance at a school-sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed ninety (90) days upon the teacher's delivering to the Board Treasurer a signed statement on forms prescribed by the Board and maintained by the Board Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the

assault. If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

- B. Full payment for assault leave, less Worker's Compensation and any other financial remuneration for other employment during the school day shall not exceed the teacher's per diem rate of pay, and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code § 3319.16.
- C. Where the teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted the teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted teacher becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age or where the teacher's employment by this District ceases, this leave provision shall no longer apply.

ARTICLE 27 - UNPAID LONG-TERM LEAVE OF ABSENCE

- A. A leave of absence without pay for up to two (2) years may, upon approval of the Superintendent, be granted to any teacher.
- B. Upon return from such a leave, the teacher:
 - 1. Will not lose the seniority he/she had prior to the leave of absence, but will not accumulate additional seniority during a period of unpaid leave.
 - 2. Will resume the same contract status; and
 - 3. Will be placed into a position for which he/she is certificated/licensed.

ARTICLE 28 – UNPAID SHORT TERM LEAVE OF ABSENCE

- A. An unpaid leave of absence of not to exceed five (5) days per school year may be granted to a teacher.
- B. To be eligible for such unpaid leave, the teacher must submit a written request to the Superintendent/designee explaining the reason(s) for the unpaid leave at least ten (10) working days in advance of the intended leave. In unusual or emergency circumstances, the Superintendent/designee may waive this ten (10) working day notice.
- C. The denial of such requests shall not be subject to the grievance procedure.

ARTICLE 29 - SCHOOL CALENDAR

- A. Effective with the 2013-14 school year, the school year shall not exceed 188 working days. The 188 working days shall be as follows: 180 student days; two (2) preparation days immediately before students begin the school year; within each preparation day

three and one-half (3.5) hours shall be allocated to individual teacher preparation and the remainder of each day to meetings called by administration, collaboration sessions with licensure area and grade level colleagues, IAT meetings, review of student performance data and other activities designed to prepare the faculty member for the start of the school year; one (1) teacher work day on the last day of the first semester; one (1) teacher work day on the last day of the school year and four (4) in-service days. NEOEA day shall be a non-scheduled day for teachers and students. All report cards shall be mailed home at the end of the school year. At the end of the semester/year teacher work days, no building meetings will be scheduled unless mutually agreed to by the Building Advisory Committee (BAC) and the Building Principal.

- B. The Superintendent shall consult with the Superintendent's Advisory Council in the preparation of the calendar for recommendation to the Board.
- C. In the event of the need to make up calamity days, the parties will meet and negotiate those days.

ARTICLE 30 - TEACHER WORKLOAD

- A. Teacher schedules and/or assignments shall be made on the basis of certification and/or qualifications and shall be made without regard to race, creed, color, national origin, gender or marital status.
- B. No teacher shall be required to perform custodial duties.
- C. Outside of designated collaborative time and staff meetings, teachers may request of her/his building principal that her/his starting time and ending time be adjusted by no more than fifteen (15) minutes per day. Approval of this request will not be unreasonably withheld. However, on days when there are staff meetings (at least five (5) working days notice must be given to teachers about staff meetings unless there is an emergency) the teacher must follow the starting/ending schedule of other teachers at that building.
- D. Elementary School Teacher Workload (Grades K-4).
 - 1. The elementary school teacher workday will be seven (7) hours and forty-five (45) minutes. Recognizing the importance of quality education in the elementary schools, efforts will be made to keep class size at or below thirty (30) pupils. If class size exceeds twenty-five (25) pupils aide time will increase at the rate of ten (10) minutes per pupil per day for every student exceeding twenty-five (25). This aide time shall be calculated, and then subtracted from the total aide time available; the remaining aide time shall be divided by the number of teachers in the building to determine a base aide time per building. The extra aide time shall be in addition to the base building time. This calculation shall be adjusted each semester to account for changes in student population.
 - 2. Each fall the base aide time assigned to each teacher in the elementary buildings will be a minimum of 20 minutes in length per day. It is understood that the base time of 20 minutes will not be guaranteed at the beginning of the second semester if changes in student population require a shifting of aide time.

3. Each elementary school teacher shall be provided a minimum forty (40) minutes duty-free lunch period and a weekly average of forty-five (45) minutes of planning time per day within the student day. Reasonable effort will be made to have this planning in consecutive minutes; however, in no case shall planning time blocks be fewer than twenty (20) minutes in length.
 - a. Not more than 2 times per week, time in the teacher work day outside of instructional time, student supervision time, and individual planning time of teachers may be scheduled by the building principal as collaborative time. The WTA Executive Board may agree to increase collaborative time to three times per week at the elementary level. The purpose of scheduled collaborative time is to analyze student data, to inform and adjust instruction, evaluate assessments, adjust curriculum maps, review and select interventions, effective lessons and effective practices. All activities during collaborative time are to be designed to improve student achievement and enhance educational programming. Reasonable efforts will be made to have this collaborative time in consecutive minutes provided that in no case shall collaborative time be scheduled in blocks of fewer than twenty (20) minutes unless agreed upon by the teachers involved.
3. Elementary classroom teachers shall not be required to remain in their classrooms when other teachers certificated to teach in special areas, such as library, music, art, physical education or foreign language ("Specials Teachers"), are in charge of such classes. Specials Teachers will be responsible for students in their specials class when an assembly or other special event takes place in the school during the time the students are assigned to the Specials Teacher. When the assembly or special event extends beyond the class period of the Specials Teacher, the regular teacher will resume responsibility for the students. Every effort shall be made to hire substitutes for Specials Teachers even though such substitutes are not certificated in the special areas.
4. No elementary teacher shall be assigned to provide playground supervision for any elementary building.

E. Intermediate School Teacher Workload (Grades 5-6).

1. The intermediate school teacher workday will be seven (7) hours and forty-five (45) minutes. Recognizing the importance of quality education, efforts will be made to keep intermediate class size at or below thirty (30) pupils. If class size exceeds twenty-five (25) pupils, aide time will increase at the rate of ten (10) minutes per pupil per day for every student exceeding twenty-five (25). This aide time shall be calculated, and then subtracted from the total aide time available; the remaining aide time shall be divided by the number of teachers in the building to determine a base aide time per building. The extra aide time shall be in addition to the base building time. This calculation shall be adjusted each semester to account for changes in student population. At the intermediate school aide time for teachers will be calculated by first scheduling aides for their assigned then dividing the remaining aide time by the number of teachers. This

time will be scheduled by the building principal after consulting with the WTA building representative(s).

2. Each intermediate school teacher shall be provided a minimum forty (40) minutes duty-free lunch period and a weekly average of 40 consecutive minutes of planning time per day within the student day. Reasonable effort will be made to have this planning in consecutive minutes; however, in no case shall planning time blocks be fewer than twenty (20) minutes in length.
 - a. Not more than 2 times per week, time in the teacher work day outside of instructional time, student supervision time, and individual planning time of teachers may be scheduled by the building principal as collaborative time. The WTA Executive Board may agree to increase collaborative time to three times per week at the intermediate school. The purpose of scheduled collaborative time is to analyze student data, to inform and adjust instruction, evaluate assessments, adjust curriculum maps, review and select interventions, effective lessons and effective practices. All activities during collaborative time are to be designed to improve student achievement and enhance educational programming. Reasonable efforts will be made to have this collaborative time in consecutive minutes provided that in no case shall collaborative time be scheduled in blocks of fewer than twenty (20) minutes unless agreed upon by the teachers involved.
3. Intermediate school teachers shall not be required to remain in the classrooms when other teachers certificated to teach in special areas, such as library, music, art, physical education and/or foreign languages ("Specials Teachers"), are in charge of such classes. Specials Teachers will be responsible for students in their special class when an assembly or other special event takes place in the school during the time the students are assigned to the Specials Teacher. When the assembly or special event extends beyond the class period of the Specials Teacher, the regular teacher will resume responsibility for the students. Every effort shall be made to hire substitutes for the Specials Teachers even though such substitutes are not certificated in the special areas.
4. At least one person will be employed as a noon aide on the playground of each intermediate building. Not more than one teacher shall be assigned to such duty at the intermediate school.

F. Middle School Teacher Workload (Grades 7-8).

1. The middle school teacher workday will be seven (7) hours and forty-five (45) minutes.
2. Recognizing the importance of time for planning and a reasonable teaching load, each middle school teacher will be provided a minimum of a thirty (30) minute duty-free lunch period and forty (40) minutes of planning time per day within the student day. This forty (40) minute planning period will be in consecutive minutes whenever possible; however, in no case shall planning time blocks be fewer than twenty (20) minutes in length.

- a. Not more than 2 times per week, time in the teacher work day outside of instructional time, student supervision time, and individual planning time of teachers may be scheduled by the building principal as collaborative time. The WTA Executive Board may agree to increase collaborative time to three times per week at the middle school. The purpose of scheduled collaborative time is to analyze student data, to inform and adjust instruction, evaluate assessments, adjust curriculum maps, review and select interventions, effective lessons and effective practices. All activities during collaborative time are to be designed to improve student achievement and enhance educational programming. Reasonable efforts will be made to have this collaborative time in consecutive minutes provided that in no case shall collaborative time be scheduled in blocks of fewer than twenty (20) minutes unless agreed upon by the teachers involved.

G. High School Teacher Workload (Grades 9-12).

1. The high school teacher workday will be seven (7) hours and forty-five (45) minutes.
 2. Recognizing the importance of time for planning and a reasonable teaching load each high school teacher will be provided with a minimum of a thirty (30) minute duty-free lunch period and forty-four (44) minutes of planning time per day within the student day. This forty-four (44) minutes planning period will be in consecutive minutes whenever possible, but in no instance shall planning time be in blocks of fewer than twenty (20) minutes.
 - a. Not more than 2 times per week, time in the teacher work day outside of instructional time, student supervision time, and individual planning time of teachers may be scheduled by the building principal as collaborative time. The WTA Executive Board may agree to increase collaborative time to three times per week at the high school. The purpose of scheduled collaborative time is to analyze student data, to inform and adjust instruction, evaluate assessments, adjust curriculum maps, review and select interventions, effective lessons and effective practices. All activities during collaborative time are to be designed to improve student achievement and enhance educational programming. Reasonable efforts will be made to have this collaborative time in consecutive minutes provided that in no case shall collaborative time be scheduled in blocks of fewer than twenty (20) minutes unless agreed upon by the teachers involved.
- H. The Board and the administration support the concept of equitable workloads for all teachers in similar assignments throughout the school district. Principals will work closely with the staff to ensure workloads are equitable within each building. Any teacher who feels his/her workload is not equitable or finds that his/her teaching load is too heavy for effective education should confer with the principal to resolve the problem.
- I. Each teacher assigned to more than one (1) building shall receive pay for travel between or among buildings to which he/she is assigned based on the per mile allowance being utilized by the internal revenue service at the beginning of the school year.

- J. In order to promote consistency among teachers of the same grade/subject area throughout the district, there shall be one-half (½) day of release time per teacher for the purpose of discussing grade level/subject area issues.
- K. Except in a life-threatening situation with the teacher having been provided appropriate training with respect to the procedure, no teacher shall be required to administer routine medications or to perform any medical procedure (including, but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheotomy suctioning and catheterizations) on any student nor shall he/she be required to clean up bodily fluids of any student. In performing a medical procedure in an emergency situation, the teacher shall be deemed to be performing duties within the course and scope of her/his employment and is entitled to all protections of Ohio Revised Code Chapter 2744.
- L. Each part-time teacher shall be compensated on a prorata basis. The proration will be based on a comparison between the part-time teacher and a full-time teacher at her/his building level, i.e., elementary, intermediate, middle school or high school. For example, a part-time teacher with three classes and an assigned duty at the high school will be compensated at two-thirds of the per diem rate the part-time teacher would otherwise receive if in a full-time position.

ARTICLE 31 - TEACHING ASSIGNMENTS

- A. Specific building assignments shall be for one (1) year and may be changed at the discretion of the Superintendent.
- B. Any teacher desiring a change of assignment shall discuss the matter with the building principal and then submit a request for transfer in writing, to the Human Resources Office on or before March 1st of the current school year.
- C. Prior to March 31st all teachers shall be given a Position Preference Form which shall permit them to indicate any desired assignment changes they may wish and for which they are certificated within the school district. These forms shall be kept on file in the office of the Human Resources Office for one year.
- D. Any new position, any position with a salary differential, or any vacancy which occurs as a result of resignation for the next school year will be announced in the "Around the Schools" or its successor during the school year stating the qualifications for the position and the deadline by which applications are to be received. During the summer such positions, with the same information, shall be put on the District's web site for a period of ten (10) days. However, the parties understand that an opening may be filled without delay by the administration in accordance with its best judgment. Positions to be announced include both administrative and bargaining unit positions.
- E. By written notification, the building principal will, prior to the conclusion of the school year, notify the teachers and counselors of their buildings, grade level, subject and extra-duty assignments for the next school year.
- F. No later than July 15th following the conclusion of the school year, written notification will be given each teacher and counselor of his or her assignments for the next school year

if the assignment is different than that given the teacher in the spring. Said notification will include building, grade level, subject, and extra-duty assignments.

- G. If a change in a teacher's assignment is necessary after July 15th due to enrollment changes or other good and sufficient reason, a teacher who has signed a contract, salary notification or statement of intent to return to the Westlake City School District and who finds his/her assignment has been changed, shall be able to nullify any agreement made with the Board for his/her employment without reprimand, revocation of certification or any other action which may hinder his/her opportunity for employment outside the Westlake City School District.

ARTICLE 32 – SPECIAL EDUCATION

- A. Any general education teacher with responsibility for identified students may request to attend an IEP/504 conference. If a teacher makes such a request, the principal shall make a good faith effort to have that teacher's assignments covered during the regular school day so that he/she can attend the conference.
- B. The District will make every reasonable effort to begin the school year with case load limits in compliance with the mandates of the Ohio Department of Education. During the school year if a special education teacher's case load goes above the state case load limit set by the Ohio Department of Education the District shall hire additional special education teachers or shall immediately apply for a waiver from the State.
- C. If a waiver is granted or if the case load calculation goes above the Ohio Department of Education maximum, the special education teacher shall be granted a ½ day release per semester for data management including but not limited to progress monitoring, assessment, IEP writing and planning. Any student for whom the special education teacher is the teacher of record for one or more subjects shall be counted in the case load calculation for the purposes of said release time.
- D. "Paid planning hours" can be applied for through the building principal by collaborating regular and special education teachers who require time to plan together outside of the school day. "Paid planning time" may include time before the school day, time after the school day, or time on non-school days. "Paid planning time" shall be paid at the rate of .0005 of the BA base salary per hour.
- E. In the assignment of special needs students, principals shall take into consideration the needs of said students (as identified by the individual student's IEP or Section 504 plan), the availability of special services and other relevant factors. If intervention specialists or case managers need release time to attend IEP and/or 504 conferences, said release time shall be granted. Teachers responsible for the case management of students with low incidence disabilities, (e.g., students identified as cognitively disabled, multiply disabled, autistic, other health impaired, visually impaired, hearing impaired) shall be provided with one-half (1/2) release day during each semester for the purpose of conferring with other teachers responsible for the student's educational program. Teachers responsible for the education of students on IEPs, including regular education teachers, will be made aware of opportunities for additional training by their building principal and the coordinator of special education.

ARTICLE 33 - PROFESSIONAL GROWTH

- A. Teachers may be granted salary increments for approved in-service credits.
- B. Professional growth credits are semester hours of college graduate credits and/or in-service credits. Effective February 1, 2013, deadlines for submission are December 1 and May 1. At Board meetings in December and May, the Superintendent shall recommend professional growth credits to the Board for approval, after he/she has received and certified that it meets the standards set forth below, those teachers eligible to move one training step on the salary schedule. The teachers' contracts shall be rewritten and pay adjusted to the first day of the pay period in which the teacher submits the appropriate material supporting the salary adjustment to Human Resources, provided that verified professional growth credits submitted to the Superintendent in June, July and August shall be recommended to the Board for approval to be effective beginning with the first pay period in September.
1. A written request for consideration of in-service credits must be submitted for those activities for which in-service credits are not already established. College credits shall not be construed as in-service credits; however, for purposes of calculation, the ratio between college credits and in-service credits shall be six (6) in-service credits to three (3) college semester hours or the equivalent quarter hours.
 2. Whenever an eligible teacher has accrued a sufficient number of professional growth credits, that teacher shall be placed in the next appropriate salary class. However, in-service credits may not be utilized by themselves or in conjunction with semester hours of college credits to advance from the B.A. to the M.A. level. Furthermore, no more than twenty (20) in-service credits can be used by themselves or in conjunction with semester hours of college credit beyond each degree level on the salary schedule.
 3. The administration shall specify the number of in-service credits to be assigned for each administrative-proposed activity.
- C. Professional growth credits may be acquired as follows:
1. College Graduate Credit: The evidence for college graduate credit shall be the transcript of the course(s), mailed directly from the institution to the Superintendent's office. The Superintendent shall grant conditional approval subject to the receipt of the transcripts, if he/she is in receipt of the following information from the registrar's office of the institution: course(s) name(s); hours of credit; date of completion; and statement of successful completion of the course(s).
 2. Workshops and Committee Assignments: One (1) in-service credit for each fifteen (15) hours of such participation and/or assignment.
 3. In-Service Programs: One (1) in-service credit for each fifteen (15) hours of preparation and/or participation if monetary compensation is not provided by the Board.

4. Research and Publication: One (1) in-service credit for each article published in a professional journal. Books and other materials shall be evaluated by the Superintendent's Advisory Committee. Individual research projects and research entered into with a group shall be evaluated by the Committee.
5. Curriculum: One (1) in-service credit for each major project, defined as one (1) class per semester, or the equivalent if monetary compensation is not provided by the Board.

D. In-Service Credit Evaluations:

1. The evaluation, interpretation and judgments necessary to the implementation of this policy shall be vested in the Superintendent's Advisory Council. The Superintendent's Advisory Council shall include in its membership the President and Vice-President of WTA and one (1) teacher representative from each elementary and secondary school elected by the teachers from each school.
2. This Council shall, by the Wednesday prior to the stated Board meeting as provided in Section B of this Article, receive, evaluate and determine the validity and credit value of all requests for in-service credits and of requests for Professional Growth Advancement. The Council shall make its findings in writing for the Board. The Council shall hear and rule upon appeals concerning interpretation and/or implementation of this policy.
3. When requesting evaluation of a proposal for in-service credit, a teacher may ask that special advisors be called to assist in such evaluation. Such advisors may be: building principal, curriculum supervisor, teacher, outside person, if pertinent. Such advisors shall not exceed three (3) in number and shall have voice but no vote in the final determination by the Council.
4. In all instances, the WTA President, Vice President and teacher and administrative representatives shall be the only members of the Superintendent's Advisory Council who are eligible to vote on issues that are solely applicable to WTA bargaining unit members.

ARTICLE 34 - PERSONNEL FILES

- A. The State Department of Education requires that certain personnel records be kept up-to-date and on file for reference at all times. These and other personnel records are filed in the personnel file in the Human Resources Office. These personnel records shall include:
1. Application for employment.
 2. Copy of latest contract or copy of latest salary notice properly signed.
 3. Health history card, when applicable.
 4. Copy of Ohio Teaching Certificate/License
 5. Personal and professional data records.

6. Transcript of college credits showing the official records of degrees granted -- original or certified copies.
 7. Record of tuberculosis test or X-ray.
 8. Pre-employment interview sheet.
 9. Pre-employment references and recommendations including college credentials (not available for inspection).
- B. Each teacher shall be informed within five (5) school days, absent any extenuating circumstances, of any complaint which is directed toward him/her which will become a matter of record. This provision does not apply to complaints of alleged child abuse or criminal conduct which have been reported to governmental authorities for investigation.
 - C. Letters or materials which do not identify the author shall not be placed in a teacher's file nor shall such materials be made a matter of record.
 - D. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file, except pre-employment references (A.9. of this Article).
 - E. When a principal or other administrator finds it necessary to make a notation in a teacher's file which reflects adversely upon the teacher's conduct, service, character, or personality, he/she shall immediately afford the teacher an opportunity to read such notification. The teacher shall acknowledge that he/she has read such notation by affixing his/her signature on actual document filed, with the understanding that such signature does not indicate his/her agreement with the contents. The teacher shall also have the right to answer such notation, and his/her answer shall be attached to the file copy.
 - F. Teachers shall be guaranteed the right to examine and review their personnel and/or other separate files applicable to them in the presence of the Superintendent or his/her designee. Any notations mutually found to be irrelevant, unfounded or unjustly damaging shall be removed upon request of the affected teacher to the extent permitted and consistent with state law. There shall be only one (1) file maintained (in the Board office) for each individual teacher in the school system except that such additional separate files as may be required by law shall be maintained. A copy of the current school year evaluation(s) may be maintained by the building administrator for reference.
 - G. A teacher may request the Superintendent to remove any critical, derogatory, and/or disciplinary material, other than child abuse charges, which have not reoccurred within a five (5) year period. Such request may not be denied without reasons.

**ARTICLE 35 - FILING AND MAINTENANCE OF
TEACHING CERTIFICATES/LICENSES**

- A. Teachers shall be responsible for filing with the Director of Human Resources all certificates/licenses issued to the member by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be required by the terms of this contract. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

- B. It shall be the responsibility of each teacher to apply and qualify for the renewal of any and all certificates/licenses in a timely fashion and to file such certificates/licenses with the Superintendent.

ARTICLE 36 - LUNCH TIME PRIVILEGE

Any teacher may leave the building during his/her lunch period providing such absence does not interfere with his/her professional duties or assignments and if the teacher notifies the appropriate staff secretary or clerk prior to leaving the building and upon return.

ARTICLE 37 - IN-SERVICE DEVELOPMENT

- A. WTA agrees to actively participate in the development of programs for in-service days.
- B. The Board and WTA agree that the educational environment can be enhanced by the proper utilization of technology and, further, that changes in technological advancement occur rapidly. Consequently, the parties believe that on-going teacher training in this area is necessary to facilitate professional development in the appropriate use of technology. To that end, the Board will provide teachers with five (5) hours of technology training annually, through programming approved by the administration. Minimum competency levels will be determined by the District Technology Committee. Teacher competency in the use of technology will be assessed by the administration and remediation will be offered for designated teachers. Upon request, teachers with demonstrated technological expertise may opt to "test out" of the training upon assessment and approval of the administration. Teachers who fail to obtain and/or maintain minimum competency levels may have access to technological opportunities and equipment denied until such time as competency is demonstrated.

ARTICLE 38 - PARENT/TEACHER CONFERENCES AND OPEN HOUSES

- A. All teachers will be available to accommodate parents for parent/teacher conferences. It is desired that conferences be scheduled if at all possible during the normal working hours. Except for building-wide parent/teacher evening conferences, it is desired that conferences be schedule if at all possible during normal working hours. When normal working hours cannot accommodate parents, teachers will make themselves available for hours outside of the normal working day when requested to do so by parents. Said conference will be arranged by the teacher on a mutually agreed upon time with the parent. An administrator will be available within the building during such specially arranged conferences.
- B. Building-wide Parent/Teacher Conferences.
 - 1. Building-wide parent/teacher conferences (K-12) will be held on one (1) day and two (2) evenings during the school year.
 - a. Kindergarten teachers will have one full day per assigned half day session as well as two evenings for parent/teacher conferences to allow for meetings with all parents.

- b. K-4 reading intervention specialists and K-4 WINGS teachers assigned to more than forty (40) students shall be provided two (2) full day parent/teacher conference days as well as two evenings to allow for meetings with all parents. If no conferences are scheduled, the teacher shall resume regular duties.
 2. The parent/teacher evening conferences shall not exceed six and one-half (6-½) hours in length and shall be held on two separate evenings in two consecutive weeks. Evening conferences shall be scheduled no fewer than four (4) calendar days apart and shall not be held on the same day of the week. Parent/teacher evening conferences shall not be scheduled on a Friday. Traveling and part-time teachers shall be responsible for an appropriate proportion of time.
 3. The scheduling of the parent/teacher evening conferences will be determined by the building principals after receiving staff input. The dates of the parent/teacher evening conferences shall be announced at least thirty (30) days before the conference evenings.
 4. The total time of the parent/teacher evening conferences shall constitute one (1) school calendar day; therefore, no school shall be scheduled on the Wednesday before Thanksgiving.
- C. Each teacher is to attend the open house for parents and guardians conducted each fall in his/her assigned building. Part-time teachers, as well as teachers on job sharing arrangements, shall be expected to attend the fall open house. Traveling teachers shall be required to attend an open house in only one of their assigned buildings.
 1. The open house date shall be given to teachers no later than September 1st of any school year.
 2. The open house shall not exceed two (2) hours in length.
 3. A teacher shall be excused from open house if he/she: (1) is attending a graduate class on the evening of open house (2) is scheduled to work a regular job that evening (3) is attending a school function of his/her own child on that evening. The principal may also excuse the teacher from attending open house for any other valid reason.

**ARTICLE 39 - RELEASE TIME FOR ELEMENTARY MUSIC
AND ELEMENTARY ART TEACHERS**

- A. When an elementary music or an elementary art teacher voluntarily agrees to conduct evening performances, that teacher shall receive the following compensation:
 1. On the day of said performance/exhibit a substitute will be provided to assume the teacher's schedule for that day.
 2. The released time will be used to prepare and conduct the performance/exhibit.
 3. Total preparation and performance/exhibit time shall not exceed seven (7) hours and forty-five (45) minutes.

- B. Building staff are not required to supervise music/art students during said performances.

ARTICLE 40 - PAYROLL PROCEDURES

- A. The pay periods for teachers will be established on the 15th and last day of each month. The Board will pay all teachers September through August. If a payday falls on a holiday or other teacher non-attendance day, the teacher shall be paid on the last teacher attendance day prior to the holiday or non-attendance day or the paycheck shall be mailed so that the teacher receives it on the actual pay date. If a payday falls on a Saturday, the teacher shall be paid on the previous Friday. If a payday falls on a Sunday, the teacher shall be paid on the following Monday.
- B. A maximum of ten percent (10%) of the teaching staff as of January 1st shall have the option of a lump sum settlement of all pay due with the final June pay, less authorized deductions due for July and August. Teachers who wish to exercise this option shall apply to the Board Treasurer by January 1st. The eligible ten percent (10%) of the teaching staff shall be determined by the order in which teachers apply.
- C. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:
 - 1. Westlake Teachers Association and United Education Profession (UEP) dues. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Board Treasurer to discontinue such deductions or employment with the Board terminates. The time period for written notification of discontinuance of dues deductions shall be between September 1st and September 15th;
 - 2. Tax sheltered annuity plans, in accordance with present salary;
 - a. Each teacher shall have the responsibility to determine that his/her payroll deductions for tax sheltered annuities do not exceed the maximum amount provided in Section 403(b) of the Internal Revenue Code (IRC) and regulations applicable to that Section, and shall not seek any payroll deduction in excess of that amount.
 - b. In the event the Treasure and/or Board are assessed any taxes, penalties or interest as a result of deduction by a teacher which exceeds the IRC maximum limit, those amounts shall be reimbursed by the teacher to the Board or Treasurer.
 - 3. Savings bonds, in whole bond units;
 - 4. Hospitalization and surgical insurance;
 - 5. The approved school employee's credit union;
 - 6. United Way;
 - 7. The Fund for Children and Public Education (formerly EPAC);

8. Ohio Tuition Authority; and
 9. Section 457 Plan contributions
 10. Section 125 Plan contributions
 11. 401(a) Plan contributions
 12. All other purposes as requested by the WTA and approved by the Board.
- D. All requests for deductions must be in writing on approved authorization forms.
- E. WTA/UEP dues:
1. On or before October 1st of each school year, the WTA Treasurer shall provide the Board Treasurer with a list of all WTA members and the total amount of dues to be deducted.
 2. Dues deductions shall be on a continuing basis and without cost to the teacher or WTA. All teachers shall submit a written dues deduction authorization form. Thereafter, only new teachers shall submit a written dues deduction authorization form. For all school years following the submission of the dues deduction authorization, dues shall continue without the need to resubmit additional authorization forms, unless between September 1st and September 15th the teacher discontinues membership by providing written notice to the WTA Treasurer and the Board Treasurer.
 3. The Board shall withhold the balance of any dues from the final paycheck of anyone who resigns, retires, takes leave, is terminated, or is denied membership.
 4. Dues deductions for teachers will be deducted in ten (10) payments beginning with the first pay date in November. The annual dues amount will be deducted in substantially equal amounts from specified pays as calculated by the WTA Treasurer. Teachers employed by the Board after October 1st of any school year may have dues deducted in even installments from the remaining paychecks that will coincide with the dues for other teachers. All dues deductions will be forwarded to the appropriate organization upon written request by the teacher and in accordance with arrangements established by the WTA Treasurer. WTA approval is required before an employee may stop authorized deductions.
 5. Transmittal of WTA dues shall be made to the WTA within seven (7) calendar days after the deduction is made. With each transmittal of monies, the Board shall provide the WTA with the name of each teacher for whom the deduction was made and the amount from each teacher's pay.
- F. Each school year, the Treasurer and WTA President shall agree upon a deadline for submission of authorizations for deductions to political organizations and agree upon a common date for commencement of such deductions. By such agreed upon date, teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues in accordance with Ohio Revised Code § 3313.262.

Deductions shall be in equal installments over the remaining pay periods in the year and shall begin within two (2) pay periods following the agreed upon date and delivery of the written authorization from the teacher to the Board Treasurer.

- G. Having successfully performed his/her contract obligations to the system, a teacher whose resignation takes effect at the close of the school year is entitled to appropriate fringe benefits through August 31st. This paragraph does not apply to a resigning teacher who elects to withdraw his/her summer pay.
- H. Payment for performance of supplemental duties will be made with the regular paycheck with the taxes calculated as if the supplemental pay had been issued on a separate check.
- I. The Board shall make electronic transfers for a teacher who so notifies the Board Treasurer's office and completes the appropriate form(s).

J. Ohio Deferred Compensation Plan

Teachers may contribute to the Ohio Deferred Compensation Plan (an Internal Revenue Code Section 457 Plan) by payroll deduction. In addition, the WTA may explore and propose for the Board Treasurer's consideration at least one other Section 457 Plan.

K. Section 125 Plan ("Cafeteria Plan")

1. The Board shall maintain a "Cafeteria Plan" that is designed to allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis. The "Cafeteria Plan" shall also allow teachers to elect to participate in the dependent care and medical care flexible spending accounts (FSAs) described in paragraph 3 below.
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1st through December 31st) unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 3.c. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.
3. Dependent Care FSA
 - a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding

credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

- b. The salary reduction and corresponding credits will be made and issued in twenty-four (24) equal installments (or in twenty (20) equal installments for those receiving twenty (20) pays), beginning with the first pay in January.
- c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

- a. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount permitted by the IRS (exclusive of teacher contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- b. The salary reduction shall be made in twenty-four (24) equal installments [or in twenty (20) equal installments for those receiving twenty (20) pays] beginning with the first pay in January.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited if they are not used by March 15th of the following year or such other date as established by the Federal Government. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

6. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. When the Board Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criterion to be used shall be the amount of administrative fees charged. Any administrative fees shall be borne by the Section 125 Plan participants.

L. Payment and Deferral of Severance Pay

- 1. 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 retiring employees shall have their "Severance Pay" (as defined below) 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"). Such payment shall be in lieu of the payment being made directly to the retired teacher; and such payment shall eliminate all sick leave credit of the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

2. For purposes of the 403(b) Plan, the term "Severance Pay" shall include:
 - a. any Severance Pay that a member is entitled to on account of "retirement," pursuant to Article 17F of this Agreement, and/or
 - b. any Retirement Incentive payment to which a teacher is entitled.
3. Participation in the 403(b) Plan shall be mandatory for any teacher who:
 - a. is employed on or after September 1, 2004,
 - b. is entitled to Severance Pay, and
 - c. is, or will be, age 55 years or older in the calendar year in which he/she retires, or, in the case of a retired/rehired teacher, resigns.
4. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay.
5. The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance pay under the applicable provisions of Article 17F and shall be made within the timeframe described regarding the payment of Retirement Incentive pay.
6. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may 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). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired member.
7. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC that was originally to be used in conjunction with the adoption of the 403(b) Plan using the "Bencor" Plan document. 403(b) Plan

participants shall be required to complete AIG VALIC enrollment forms; and unless and until a teacher does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the teacher. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the Board and the WTA.

8. If a teacher 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 a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan provider's contract.
9. A teacher who is entitled to Severance Pay under Article 17F of this Agreement and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Article 17 and and/or Retirement Incentive payments in accordance with any Retirement Incentive language bargained. Any such teacher may elect to defer such payments to a TSA as permitted by law and Board policy.
10. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2005.
11. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.
12. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the WTA, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

ARTICLE 41- CERTIFICATED EXPERIENCE CREDIT

If the applicant has such experience, the Board will grant up to five (5) years' credit for experience outside the Westlake System; such credit may include four (4) years' credit for military service.

ARTICLE 42 - INSURANCES

- A. Term Life Insurance: The Board shall provide and fully pay for term life insurance policy coverage of \$50,000 per full-time teacher (with 75% teaching time or more), and \$25,000 per part-time teacher (with less than 75% teaching time). An accidental death and dismemberment provision shall be included in each term life insurance policy.
- B. Hospital, Surgical, and Major Medical Insurance: The Board shall provide through a carrier single and family coverage for hospital, surgical and major medical insurance or their equivalent Option 1 coverage (Medical Mutual of Ohio Super Med Plus). The annual open enrollment period shall be September 1 through September 30. Effective January 1, 2009, Kaiser coverage shall not be an option.

1. Should the Board decide to change carrier(s), the WTA President shall be notified in writing of any such change not fewer than thirty (30) days prior to the change in carrier(s). The WTA President shall receive a copy of the new contract when available.
2. The Option 1 Coverage has the following benefits:

Deductible: \$100 Single/\$200 Family In-Network
 \$200 Single/\$400 Family Out of Network

Copayment: 100% after deductible In-Network
 90%/10% of next \$5000 Single/\$10000 Family
 after deductible Out of Network

*Copay Limits: Does not apply In-Network
 \$500 Single/\$1000 Family Out of Network

*Does not include deductible

Summary of Medical Insurances

(For a more detailed description of the benefits, refer to the Summary Plan Description.)

Description	Option 1 Plan	
	<u>In Network</u>	<u>Out of Network</u>
Deductible	\$100 Single \$200 Family	\$200 Single \$400 Family
Coinsurance	100%	90/10%
Out of Pocket Max (excludes deductible)	None	\$500 Single \$1000 Family
<u>HOSPITAL SERVICES</u>		
Inpatient Hospital	100% after deductible	90% after deductible
Room & Board	100% after deductible	90% after deductible
Ancillary Services	100% after deductible	90% after deductible
Outpatient Surgery	100% after deductible	90% after deductible
Emergency Room Services	100% after deductible	90% after deductible

X ray and Lab Services	100% after deductible	90% after deductible
Home Health Care Services	100% after deductible	90% after deductible
Skilled Nursing Facility	100% after deductible	90% after deductible
<u>PHYSICIAN SERVICES</u>		
Surgery & Anesthesia	100% UCR after deductible	90% UCR after deductible
In-Hospital Medical Visits	100% UCR after deductible	90% UCR after deductible
Office Visits	\$10 copay Per visit then 100% - no deductible	\$10 copay per visit then 90%
Office Visit – PAP test	100%	90%
Routine Physicals (age 10 through adult)	\$10 copay per visit then 100% - Subject to \$200 max every 24 months	Not Covered
Well Child Care (birth to age 9)	\$10 copay per visit; then 100% - Subject to \$1000 max birth to age, and \$500 max ages 1-9	\$10 copay per visit then deductible & 90%
X ray & Lab Services (Includes one annual routine mammogram per Ohio Law and one annual	100% UCR after deductible	90% UCR after deductible

routine PAP smear)

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Inpatient Mental Health &
Substance Abuse

Consult the current Benefits
Book

Outpatient Mental Health
& Substance Abuse Services

Consult the current Benefits
Book

Effective July 1, 2009 the following coverages shall be added:

- a. Increase well child benefit to \$1,000 from \$500 per year from birth to age 1 and maintain well child care benefit of \$500 from age 1 to age 9.
 - b. Combine OT/PT benefit to 10 visits then medical review.
 - c. Add routine endoscopic services (50+) at 100% after deductible network and 90% non-network.
 - d. Add oral contraceptives and contraceptive devices to prescription program.
 - e. Add PSA test to existing \$200 benefit which currently includes physical exam, chest x-ray, CBC, SMA-12, EKG, urinalysis, tetanus toxoid, rabies vaccine & meningococcal polysaccharide vaccine.
- C. Dental: The Board shall provide a dental protection plan as currently provided or its equivalent.
- D. Vision: The Board shall provide a vision plan as currently provided or its equivalent.
- E. Prescription Drug: For the period from January 1 through and including January 31, 2013, the Board shall provide prescription drug insurance (card) with the following provisions:
- \$30 co-pay for multiple-source drugs (a drug where there is a generic drug available, but the teacher opts for the name-brand drug)
 - \$15 co-pay for single-source drugs (a drug where no generic drug is available)
 - \$7 co-pay for generic drugs
 - \$14 co-pay for generic drugs purchased through mail order, \$30 co-pay for single-source drugs purchased through mail order, and \$60 co-pay for multiple-source drugs. All mail order purchases are for a 90-day supply.

Effective February 1, 2013, the Board shall provide prescription drug insurance (card) with the following provisions:

\$40 co-pay for multiple-source drugs (a drug where there is a generic drug available, but the teacher opts for the name-brand drug)

\$20 co-pay for single-source drugs (a drug where no generic drug is available)

\$10 co-pay for generic drugs

\$20 co-pay for generic drugs purchased through mail order, \$40 co-pay for single-source drugs purchased through mail order, and \$80 co-pay for multiple-source drugs. All mail order purchases are for a 90-day supply.

F. Premiums:

1. Effective July 1, 2012 the Board will pay ninety percent (90%) of the hospital, surgical, major medical and prescription drug insurance premium, to a maximum employee contribution of \$160 per month for family and \$66 per month for single.

Effective February 1, 2013, the Board will pay eighty five percent (85%) of all premiums for hospital, surgical, major medical, prescription drug, dental and vision insurance coverage for those teachers electing insurance coverages.

2. All part-time teachers hired between January 1, 1986 and August 1, 2000 who are employed fewer than 450 hours per school year shall be provided Board-paid single coverage only, with no right to family coverage and shall pay to a maximum of \$36 per month. Effective July 1, 2009 the maximum employee contribution shall be \$40 per month. Effective July 1, 2011 the maximum combined employee contribution for both medical and prescription drug coverage shall be \$60 per month, increasing to \$66 per month effective July 1, 2012. Effective February 1, 2013 the employee contribution for part-time teachers hired between January 1, 1986 and August 1, 2000 who are employed fewer than 450 hours per school year and provided Board-paid single coverage only, with no right to family coverage shall be 15%.
3. All part-time teachers hired between January 1, 1986 and August 1, 2000 who are employed at least 450 hours per school year shall be provided Board-paid full coverage but shall pay 10.0% of the insurance premium for a maximum of \$90 per month for family coverage or to a maximum of \$36 per month for single coverage. Effective July 1, 2009 the employee contribution shall be a maximum of \$100 per month for family and \$40 per month for single for medical insurance coverages with a maximum combined employee contribution for prescription coverage of \$25 per month for family and \$12 per month for single. Effective July 1, 2011 the maximum combined employee contribution shall be \$150 per month for family and \$60 per month for single for both medical and drug coverages, increasing to a maximum of \$160 per month for family and \$66 per month for single effective July 1, 2012. Effective February 1, 2013 the employee

contribution for part-time teachers hired between January 1, 1986 and August 1, 2000 who are employed at least 450 hours per school year and provided Board-paid full coverage shall be 15%.

4. All part-time teachers commencing employment on or after August 1, 2000 who elect health insurance coverages and who are employed fewer than 450 hours per school year shall be provided Board paid single coverage only with the percentage of premium paid by the Board determined in accordance with Article 30 and with the teacher paying 10.0% of the insurance premium to a maximum of \$36 per month in addition to the proportion determined under Article 30. Effective July 1, 2009 the maximum employee contribution shall be \$40 per month. Effective July 1, 2011 the maximum combined employee contribution for both medical and prescription drug coverage shall be \$60 per month, increasing to \$66 per month effective July 1, 2012. Effective, February 1, 2013 all part-time teachers commencing employment on or after August 1, 2000 who elect health insurance coverages and who are employed fewer than 450 hours per school year shall be provided Board paid single coverage only with the percentage of premium paid by the Board determined in accordance with Article 30 (L) and with the teacher paying 15.0% of the insurance premium in addition to the proportion determined under Article 30 (L).
 5. Those part-time teachers employed on or after August 1, 2000 for at least 450 hours per school year shall be eligible for Board paid coverage and the teacher shall pay 10.0% of the insurance premium for a maximum of \$90 per month for family coverage or to a maximum of \$36 per month for single coverage in addition to the proportion determined under Article 30. Effective July 1, 2009 the maximum combined employee contribution shall be \$40 per month. Effective July 1, 2011 the maximum combined employee contribution for both medical and prescription drug coverage shall be \$60 per month, increasing to \$66 per month effective July 1, 2012, in addition to the proportion determined under Article 30. Effective February 1, 2013 those part-time teachers employed on or after August 1, 2000 for at least 450 hours per school year shall be eligible for Board paid coverage and the teacher shall pay 15.0% of the insurance premium in addition to the proportion determined under Article 30 (L).
 6. Each teacher who was in active pay status for the entire school year shall receive insurances during the summer following the school year on a pro rata basis. For the purpose of summer insurance calculations, each teacher on FMLA leave shall be considered to be in active pay status during his/her FMLA leave. If a teacher is not provided insurances throughout the entire summer by the Board, he/she may continue to have coverage for the days not covered by the Board at his/her own expense.
- G. Statement Verification: Each teacher, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a teacher identifies any overcharge and/or inappropriate charge, which is subsequently rebated or

deleted by the health care provider, that teacher shall receive a reward equal to one-half (1/2) the dollar amount recovered, up to a maximum of \$500 per line error.

H. Insurance Committee: A long-range insurance committee shall be established. The membership shall consist of equal representation of members of the WTA, the administration, and other bargaining units. The Superintendent shall appoint a facilitator.

1. This committee's authority shall include:

a. Reviewing insurance costs,

b. Exploring program additions/modifications and deletions which may include but not be limited to:

- 1) home health care;
- 2) substance abuse care;
- 3) no weekend admissions;
- 4) preventative coverage;
- 5) maximum payment (caps);
- 6) changing providers;
- 7) coordination of benefits/payment in lieu of coverage;
- 8) cafeteria plan;
- 9) annuity program in lieu of long-term life insurance; and
- 10) wellness programs and having the right to explore the use of consultants.

2. This committee shall meet on at least a quarterly basis and shall have the authority to submit recommendations, modifications or deletions to existing coverage to the WTA, other bargaining units and the Board for review, negotiations (if applicable), and ratification.

I. Spousal Insurance

(This Section only applies to teachers newly-hired in the Westlake City Schools beginning with the 2006-07 school year.)

1. If a teacher's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer-sponsored group insurance coverage(s) ("spouse available insurance"). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
2. Upon the spouse's enrollment in any such "spouse available insurance" insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
3. Any spouse who fails to enroll in any "spouse available insurance" as required by this Section shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration (Attachment XXIV) verifying whether his/her spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer.
5. If a teacher submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the teacher results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the teacher will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.
 - a. Any amount to be reimbursed by the teacher may be deducted from the benefits, including salary, to which the teacher would otherwise be entitled.
 - b. In addition, the teacher's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.
6. If a teacher submits false information about his/her "spouse available insurance" coverage(s), the teacher may be subject to disciplinary action by the Board, up to and including termination of employment.
7. Effective February 1, 2013, the Board will reimburse the spouse of the Employee who is required, under this program, to obtain her/his own medical insurance up to \$150 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source. The parties agree to make every reasonable effort to make these reimbursement payments tax free. In no event shall there be added expense to the Board. The WTA and Treasurer shall meet to identify an implementation mechanism.

J. Enrollment Practices

If a teacher and/or his/her spouse and/or his/her dependent(s) involuntarily lose insurance coverage(s) from any other plan (e.g. employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance benefits through employer), that teacher and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no pre-existing condition exclusions or waiting period.

ARTICLE 43 - EXTRA-DUTY PAY SCHEDULE

The Extra Duty Pay Schedule shall be as shown in Attachment I.

ARTICLE 44 - PERSONNEL SUBSTITUTE PAY

In the event a teacher is called upon to substitute during time regularly scheduled for planning or preparation due to unavailability of a regular substitute, reimbursement for such service rendered shall be paid at the rate of .00062 of the B.A. base salary per hour, payable within one (1) month of the completion of the duty barring unforeseen circumstances.

ARTICLE 45 - SUPPLEMENTAL CONTRACT PAY

- A. Supplemental contract pay shall be .00062 of the B.A. base salary per hour, payable within one (1) month of completion of duty barring unforeseen circumstances.
- B. Curriculum writing will be compensated on a per project basis, payable within one (1) month of completion and approval of the project.
 - 1. Curriculum writing is voluntary. However, if an individual teacher volunteers to write curriculum, and the District determines that release time for curriculum writing is an option, the teacher has the choice of either using release time for curriculum writing or receiving a supplemental contract for curriculum writing which is paid at .00062 of the B.A. base salary per hour.
 - 2. When curriculum writing is being done by a committee and the District offers release time for the curriculum writing, the committee, by majority vote, shall determine whether or not a stipend (.00062 of the B.A. base salary per hour) shall be paid to each member of the committee or whether each member of the committee shall use release time for the curriculum writing. As part of that vote, the committee shall agree to dates and times for meetings with a total number of hours equaling release time availability, with the meeting schedules on release time established such that all members (including involved administrators) may fully participate and accomplish the timeline for completing the curriculum writing task. In the event that the committee rejects the use of release time, the committee may proceed to accomplish the curriculum writing via stipend (.00062 of the B.A. base salary per hour) provided committee members, including administrators, can establish and agree upon a schedule that facilitates attendance and participation by all members. If the committee rejects the use of release time and instead opts for the stipend but cannot establish and agree upon a schedule which facilitates attendance and participation by all members, including administrators, the WTA and the Board agree to promptly enter into interim bargaining to address how that specific curriculum writing project shall be accomplished.

ARTICLE 46 - SUMMER SCHOOL SALARY

The salary for summer school teaching shall be .00062 of the B.A. base salary per hour.

**ARTICLE 47 - HIGH SCHOOL DEPARTMENT CHAIRPERSONS AND
MIDDLE SCHOOL/INTERMEDIATE SCHOOL TEAM LEADERS
COMPENSATION SCHEDULE**

- A. The compensation for middle and intermediate school team leaders will be .0295 of the B.A. base salary.

B. High School Department Chairpersons

1. The compensation for high school department chairpersons will be in accordance with the following table. Further, department chairpersons would be assigned five classes plus a duty but would not be assigned a homeroom.

<u>Department Size (FTE)</u>	<u>Compensation</u>
1-3	.07 of the BA base salary
4-7	.08 of the BA base salary
8-11	.09 of the BA base salary
12 and over	.10 of the BA base salary

2. High school department chairpersons would be assigned to five classes plus a duty, but would not be assigned a homeroom.
- C. This compensation will be on a school year basis and the base salary used will be that in place on September 1st of that school year.

ARTICLE 48 - SALARY SCHEDULE

- A. The Index and Salary Schedules are set forth on pages 75-76. The base salary effective January 1, 2012 is \$40,832, which shall continue without change through the 2012-13 school year. The base salary effective August 1, 2013 is \$39,836.
- B. Salary Schedule Placement and Adjustment.

1. Each teacher shall be placed on the proper column and step of the salary schedule as determined by his/her academic training and experience. In order to qualify for horizontal movement subsequent to initial placement on the salary schedule, a teacher must have accumulated appropriate additional credit in semester hours after the date of the degree from which horizontal movement is claimed. The accumulated hours must be earned in courses in the teacher's area of certification or working toward a new area of certification or any course related to the teacher's teaching or supplemental assignment. Credit hours not meeting the criteria must be approved by the Superintendent.
2. To qualify for a "year of service" a teacher must be employed and in pay status for at least 120 days under a teacher's contract in any one school district, with each day consisting of at least three and three quarters (3-3/4) hours.
3. Credit for salary schedule placement will be graduate level courses. Exceptions for undergraduate courses may be approved by the Superintendent if such courses are taken to attain Highly Qualified Teacher status or to achieve new or expanded areas of certification/licensure determined by the administration to be of immediate benefit to the District. Undergraduate technology courses with application to the teacher's area of assignment may be submitted for consideration and approval by the Superintendent. The Superintendent shall not refuse approval of undergraduate courses for arbitrary, capricious or discriminatory reasons and shall advise the WTA president of any such refusal.

4. Teachers may request the Superintendent to determine acceptability of credit hours prior to the teacher beginning such courses. Credit shall not be recognized for courses or degrees from professional schools such as medicine, law, etc. or to qualify for a different profession, such as real estate sales, unless they meet the above criteria.

WESTLAKE CITY SCHOOLS SALARY SCHEDULE – January 1, 2013

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	40832	42874	44915	46957	48998	51040	53082	55123
1	42874	44915	46957	48998	51040	53082	55123	57165
2	44915	46957	48998	51040	53082	55123	57165	59206
3	46957	48998	51040	53082	55123	57165	59206	61248
4	48998	51040	53082	55123	57165	59206	61248	63290
5	51040	53082	55123	57165	59206	61248	63290	65331
6	53082	55123	57165	59206	61248	63290	65331	67373
7	55123	57165	59206	61248	63290	65331	67373	69414
8	57165	59206	61248	63290	65331	67373	69414	71456
9	59206	61248	63290	65331	67373	69414	71456	73498
10	61248	63290	65331	67373	69414	71456	73498	75539
11	63290	65331	67373	69414	71456	73498	75539	77581
12	65331	67373	69414	71456	73498	75539	77581	79622
13	67373	69414	71456	73498	75539	77581	79622	81664
14	69414	71456	73498	75539	77581	79622	81664	83706
15	71456	73498	75539	77581	79622	81664	83706	85747
16	72477	74518	76560	78602	81664	83706	85747	87789
17	73498	75539	77581	79622	83706	85747	87789	89830
18	74518	76560	78602	80643	84726	86768	88810	90851
19	75539	77581	79622	81664	85747	87789	89830	91872

WESTLAKE CITY SCHOOLS SALARY SCHEDULE – August 1, 2013

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	39836	41828	43820	45811	47803	49795	51787	53779
1	41828	43820	45811	47803	49795	51787	53779	55770
2	43820	45811	47803	49795	51787	53779	55770	57762
3	45811	47803	49795	51787	53779	55770	57762	59754
4	47803	49795	51787	53779	55770	57762	59754	61746
5	49795	51787	53779	55770	57762	59754	61746	63738
6	51787	53779	55770	57762	59754	61746	63738	65729
7	53779	55770	57762	59754	61746	63738	65729	67721
8	55770	57762	59754	61746	63738	65729	67721	69713
9	57762	59754	61746	63738	65729	67721	69713	71705
10	59754	61746	63738	65729	67721	69713	71705	73697
11	61746	63738	65729	67721	69713	71705	73697	75688
12	63738	65729	67721	69713	71705	73697	75688	77680
13	65729	67721	69713	71705	73697	75688	77680	79672
14	67721	69713	71705	73697	75688	77680	79672	81664
15	69713	71705	73697	75688	77680	79672	81664	83656
16	70709	72701	74693	76684	79672	81664	83656	85647
17	71705	73697	75688	77680	81664	83656	85647	87639
18	72701	74693	76684	78676	82660	84652	86643	88635
19	73697	75688	77680	79672	83656	85647	87639	89631

ARTICLE 49 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. Two (2) District-wide Local Professional Development Committees (LPDCs) will be established in accordance with Ohio Revised Code. The responsibilities of these committees shall include but not be limited to: (1) overseeing and approving individual professional development plans for certificate/license renewal and/or upgrade, (2) recommending in-service activities, (3) obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional development Continuing Units (CEU's) and (4) working in conjunction with the Entry-Year Program. The LPDCs will be subject to any and all interim rules and regulations promulgated by the State of Ohio as well as any statutory changes.
- B. Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for CEU's. If members of either LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate of .00062 of the B.A. base salary.
- C. Each district-wide LPDC shall be comprised of five (5) persons, three of whom shall be teachers who are selected by the Westlake Teachers Association.
1. Each LPDC teacher member shall have a term of three (3) years.
 2. One (1) teacher member will not participate in the review of individual professional development plans that affect administrative certificate renewal. An additional administrator will be added to the LPDC for the purpose of reviewing administrative proposals only.
 3. If any vacancy occurs in any of the positions selected by the WTA, the Association shall be responsible for selecting the teacher(s) to fill the vacancy.
 4. The members of each LPDC will determine the frequency of the meetings, the dates and times of the meetings, and will be responsible for communicating their schedule to the teaching staff.
- D. The chairperson and LPDC decisions shall be determined by a majority vote of each LPDC.
- E. The first step of the appeals process is through the appropriate LPDC. Each LPDC shall also develop and maintain an independent appeals process, which shall be the second and final step of the appeals process.
- F. No decision of either LPDC or either LPDC's appeals process (any and all steps) is grievable.
- G. LPDC member shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval, whose approval shall not be unreasonably withheld. Where such training occurs within the regular contracted day, paid release time shall be granted not subject to any professional leave restrictions other than the required professional leave request form. Such training may constitute an appropriate "equivalent" activity for each committee member on either LPDC.

- H. Secretarial services, certificate/license tracking services, and storage of information and files for each LPDC shall be provided for and/or paid for by the Board. The responsibilities for keeping track of necessary requirements are that of the individual.
- I. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the appropriate LPDC shall be in writing to the individual. If there are further questions or concerns of each LPDC, the individual may be required to appear in person before the appropriate LPDC.

ARTICLE 50 - MENTOR PROGRAM

A. Overview

- 1. The Mentor Program for teachers new to the teaching profession and/or the Westlake City School District and with one (1) year or less of teaching experience promotes a sharing of expertise and support between a Mentor and a Mentee. For the purposes of delineating which teachers shall participate in the Mentor Program, a Mentee shall be defined as: (1) a teacher who needs this program for licensure requirements; (2) a teacher with one (1) year experience or less who is new to the Westlake City School District; (3) a teacher who is a long-term substitute in the Westlake City School District for at least ninety percent (90%) of the school year and who needs this program for licensure, or (4) a teacher new to Westlake with more than one (1) year teaching experience assigned to the program by the Superintendent.
 - 2. This non-evaluative partnership is designed to improve instruction in the classroom and provides the Mentee the opportunity to develop his/her teaching skills in order to be able to prepare students for entry-level jobs, college, and life-long learning as well as preparing students to be good citizens.
- B. The recommended experience qualification for a Mentor would be at least four (4) years of teaching experience in the Westlake city school district.
 - C. The ratio of Mentors to Mentees should be 1:1 but could be extended to 1:2 if circumstances necessitate and if the Mentor agrees. The assignment of additional Mentors to a Mentor shall entitle the Mentor to proportionate additional compensation.
 - D. Acting as a Mentor shall be voluntary; however, if there are not enough qualified volunteers in a given year to provide all Mentees with a Mentor, the building principal can discuss the Mentor position with other teachers for the purpose of recruiting them to volunteer to take a mentorship.
 - E. The Mentor should be in the same building as the Mentee and ideally in the same department at the middle school or high school, the same team in the middle school or intermediate school, or at the same or in a contiguous grade level at the elementary level.
 - F. Application to be a Mentor for the succeeding school year should be made by August 1st to the building principal on the appropriate form (Attachment XXIII). Mentors shall be selected by the building principal.

- G. Each Mentor will be required to attend a training program in the summer, not to exceed one day in length. Each Mentor shall be provided with notice of the date for the training program before the close of the preceding school year. Mentor attendance at such training program shall be compensated at the Article 44 rate of pay.
- H. On a monthly basis, September through May, the Mentor will submit an activity report to the building principal. Failure to submit the report shall result in a proportionate reduction in Mentor compensation. The format for the monthly report to be completed by the Mentor shall be developed collaboratively by the director of curriculum and instruction and the WTA president or his/her designee.
- I. On an annual basis, the Mentor Program shall be evaluated, with a form(s) for such evaluation to be developed collaboratively by the director of curriculum and instruction and the WTA president or his/her designee. The evaluation shall include input for the Mentor, the Mentee, and the building principal.
- J. When an offer of employment is made to a potential Mentee, the applicant shall be advised of the existence of the Mentor Program and provided a description of the program and the expectations for the Mentee.
- K. Each Mentor will receive \$1000 for his/her year of Mentor service. Mentor compensation will be paid in two (2) parts, half with the first payroll after the end of the first semester and the balance with the final payroll in June. Should a Mentor be unable to complete the school year commitment to service as a Mentor, his/her compensation will be prorated.
- L. Each Mentee will be paid at the rate of \$100 per day for additional days required for participation in net teacher orientation activities on days when the Mentee is not otherwise scheduled and being compensated for work activities. This compensation shall be paid on or before the second payroll after the date of participation.
- M. Each Mentor will be given up to four (4) substitute release days; subject to the agreement of the building principal, these may be full-time equivalent (FTE) days. All substitute release days must be discussed with and agreed to by the building principal prior to their use. Every effort will be made to avoid scheduling substitute coverage days during the last four (4) weeks of the year or on Fridays throughout the year. If a Mentee needs substitute release days, he/she shall apply for Professional Leave in accordance with Article 22.
- N. Should problems develop between the Mentee and the Mentor, the Mentee is to bring that problem to the attention of his/her building principal and/or director of curriculum and instruction.
- O. A teacher's performance as a Mentor is not subject to PPGA evaluation.
- P. Each Mentor shall:
 - 1. Assist the Mentee in refining and improving teaching practices

2. Assist the Mentee in understanding the learning needs of all students, especially students at risk, those with special needs, and those from diverse cultural and linguistic backgrounds
3. Assist the Mentee in enhancing context expertise and better accessing training in the Mentee's assigned subject matter area(s)
4. Assist the Mentee in identifying effective classroom management and discipline strategies and applying same
5. Be accessible to the Mentee and provide timely feedback, both as requested and appropriate
6. Facilitate and participate in sharing experiences among Mentees and other Mentors
7. Assist the Mentee in observing his/her class as well as that of other Mentors and other experienced, exemplary teachers in diverse teaching situations and structures
8. Facilitate the Mentee in utilizing educational technologies
9. Support and facilitate the Mentee in meaningful parent and community involvement in and with the school
10. Participate in an ongoing and annual assessment of the Mentor Program
11. Serve as Mentor and advisor, but not as a supervisor. Shall not participate in the Mentee's PPGA evaluation
12. Participate in training, including PATHWISE, if not already trained
13. Not make any recommendation regarding the continued employment of the Mentee
14. Observe confidentiality. Any and all interaction, written or oral, between the Mentor and the Mentee shall be regarded as confidential.

Q. Each Mentee shall:

1. Participate fully in staff development opportunities
2. Participate in sharing among Mentees and Mentors
3. Participate in PATHWISE process with the Mentor
4. Participate in PRAXIS III assessments, as appropriate.

**ARTICLE 51 - EMPLOYER "PICK-UP" OF TEACHER
EMPLOYEE RETIREMENT CONTRIBUTION**

- A. The WTA and the Board agree that the Board shall implement the "pick-up" of the teachers' required contributions to the State Teachers' Retirement System (STRS) and with the Board having agreed to do so, the Board Treasurer is hereby authorized, effective with the first payroll payment following the Board's adoption of this proposal, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment by such teacher and that such amount contributed by the Board on behalf of the teacher shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such teacher in cash.
- B. The Board Treasurer is also directed to prepare and distribute an addendum to each teacher's contract which states (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked up" by the Board on behalf of the teacher (2) that the Board will contribute to STRS an amount equal to the teacher's required contribution to STRS for the account of each teacher; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.
- C. The Board's total combined expenditures for teachers' total contract salaries payable pursuant hereto (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total contract salary less the amount of "pick-up." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE 52 – RETIREMENT INCENTIVE PLAN

- A. Any teacher who is currently eligible for retirement with the State Teachers Retirement System ("STRS") or becomes eligible shall be entitled to a Retirement Incentive Plan ("Plan") (comprised of a Retirement Incentive ("RI") and a Health Reimbursement Account ("HRA") in the amounts listed below:
- B. Qualification Requirements: The teacher must meet all of the following criteria:
 - 1. Be under contract and a member of the bargaining unit as defined in Article 2 of this Agreement at the time of application.
 - 2. Be eligible to retire under STRS requirements (e.g., 30 years of service, or age 55 with at least 25 years of service, or age 60 with at least 5 years of service).

3. Retire effective July 1, 2009

- a. As defined in paragraph 3(b) below, a teacher who is not eligible to retire under STRS requirements until July 1, 2010 ("2010 eligible teachers"), may also participate in this Plan with a retirement date of July 1, 2010. A teacher who is not eligible to retire under STRS requirements until July 1, 2011 ("2011 eligible teachers"), may also participate in this Plan with a retirement date of July 1, 2011.
- b. Only teachers who first reach thirty (30) or thirty-five (35) years of service during the 2009-10 school year are eligible to retire under this Plan effective July 1, 2010. Only teachers who first reach thirty (30) or thirty-five (35) years of service during the 2010-11 school year are eligible to retire under this plan effective July 1, 2011. Only teachers who first reach twenty-eight (28) years or thirty-three (33) years of service at the end of the 2008-09 school year may retire under this Plan effective July 1, 2011. Only teacher who first reach twenty-nine (29) or thirty-four (34) years of service at the end of the 2008-09 school year may retire under this Plan effective July 1, 2010.
- c. Any teacher who would like to retire under the STRS parameters of age 55 with at least 25 years of service credit, or age 60 with at least 5 years of service credit and who first becomes eligible to retire under this STRS parameter between July 2, 2009 and July 1, 2010, must retire effective July 1, 2010 under the retirement incentive plan. If such teacher first becomes eligible to retire under the STRS parameter between July 2, 2010 and July 1, 2011, must retire effective July 1, 2011 to be eligible to participate in this retirement incentive plan.

4. File an irrevocable letter of intent with the Superintendent's office between March 2 and 4:00 p.m. on April 9, 2009. The letter must be filed between these dates for teachers retiring on July 1, 2009, July 1, 2010-or July 1, 2011. If there are not at least twenty (20) participants who submit irrevocable letters of intent to participate in the Plan by 4:00 p.m. on April 9, 2009, the Plan will not be implemented and the irrevocable letters will be returned to each teacher who filed a letter of intent.

C. Retirement Incentive and Health Reimbursement Account

1. In the event a total of twenty or more teachers retire effective July 1, 2009 and/or July 1, 2010 and/or July 1, 2011 (in accordance with paragraph B-3 above) each retiring teacher meeting the preceding and following qualifications shall receive a retirement incentive in the gross amount of \$17,000 (RI) and a funded health reimbursement account totaling \$8,000 (HRA).
 - a. This RI amount shall be paid in four (4) substantially-equal payments with the first payment made on or about the one-year anniversary of the teacher's retirement date. Subsequent payments shall be made to the teacher on or about each yearly anniversary of the teacher's retirement date. These payments shall be paid into a 403(b) Plan per Article 40.

- b. If a teacher is not eligible to participate in the Article 40 403(b) Plan, he/she shall receive four (4) substantially-equal payments with his/her first payment made on or about the one-year anniversary of the teacher's retirement date. Subsequent payments shall be paid to the teacher by check on or about each yearly anniversary of the teacher's retirement date.
- c. The HRA amount shall be paid in four (4) substantially-equal payments on a yearly basis, with the first payment made on or about the first-year anniversary of the teacher's retirement date and subsequent payments made on or about the teacher's yearly anniversary of his/her retirement date.
 - (1) Under a Health Retirement Account, the retiring teacher and his/her spouse/dependent may be reimbursed for the following types of their health care expenses:
 - (a) Premiums for the purchase of health care insurance, including amounts paid for coverage under the STRS or another retirement system health care plan
 - (b) Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.
 - (2) The amounts credited to a retiree's account may be carried over to subsequent years and shall not be subject to forfeiture, except upon the death of both the retiree and his/her spouse. In the case of forfeiture, the money is placed into the HRA plan and equally divided among the plan participants.
 - (3) The Board is permitted to establish a plan document for the HRA that will be designed to comply with the requirements of all applicable laws, including federal tax laws.
 - (4) The Board is permitted to hire a third-party administrator to manage the Health Retirement Account, and will attempt to use a reputable third-party administrator that charges no or small administrative fees. If there are administrative fees, these administrative fees shall be charged to the HRA accounts of the retired teachers.

D. Program Exclusions

The following conditions will cause a teacher to be ineligible to participate in the retirement incentive or the retirement incentive enhanced:

- 1. Terminated, non-renewed, or resigned;
- 2. Failure to meet deadlines as listed in this article;

3. Currently retired and/or receiving retirement benefits from STRS.
- E. A teacher participating in the Retirement Incentive Plan shall execute an individual contract with the Board. The WTA and the Board shall agree on the terms of the individual contracts.
 - F. Severance Payments
 1. Any teacher retiring under the Retirement Incentive Plan shall have his/her severance payments calculated in accordance with Article 17F. However, there shall be three (3) substantially-equal severance payments, the first paid into the 403(b) Plan per Article 40 on or about the one-year anniversary of the teacher's retirement date with subsequent payments made on or about the yearly anniversary of the teacher's retirement date.
 2. For any teacher not eligible to participate in the Article 40 403(b) Plan, his/her severance payment shall be paid to the teacher in one (1) installment, within seventy-five (75) days of the teacher's retirement date. The teacher may opt to have the first severance payment contributed to a 403(b) Plan as long as the teacher makes that option while still employed by the District. Any amount in excess of the yearly 403(b) Plan maximum shall be paid to the teacher by check.

ARTICLE 53 - RE-EMPLOYMENT OF RETIREES

- A. The Board may determine to employ or re-employ teachers, as members of the bargaining unit, who are retired and receiving benefits from the State Teachers Retirement System ("re-employed retiree"). Any re-employed retiree shall be credited with her/his appropriate academic training column placement and shall begin, each year of re-employment, at Step 0 on the appropriate column. The employment of each such re-employed retiree shall be automatically non-renewed at the close of each school year of such employment, without the necessity of Board action or the completion of the procedures set forth in Articles 10, 11 and 12 above. In the event of a layoff of bargaining unit members under Article 13, re-employed retirees shall be credited with zero years of seniority for layoff and recall purposes. The District shall maintain a separate seniority list for all re-employed retirees. Any reduction in force of re-employed retiree positions shall be conducted in accordance with placement in this re-employed retiree seniority list.

ARTICLE 54 - PROGRESSIVE DISCIPLINE

- A. No Bargaining Unit Member shall be disciplined or deprived of any professional benefits without just cause. Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

First offense situations and any subsequent offenses where such action is deemed appropriate by the administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a member to letters of

reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.

B. Progressive Discipline Steps

The following steps of progressive discipline will be used by the administration:

Step 1 – Verbal Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension with or without pay, not to exceed five (5) days

Step 4 – Termination in accordance with O.R.C 3319.16

- Steps maybe bypassed for flagrant violations

C. During an investigation the bargaining unit member may be assigned to home without loss of pay or benefits.

D. Before a bargaining unit member is issued a written reprimand or is suspended without pay for not more than five (5) days, the bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring a WTA or OEA representative to the meeting, provided the meeting will not be delayed beyond the end of the following school day to accommodate the attendance of a representative.

Following the hearing the bargaining unit member and representative will be advised in writing of the discipline to be imposed.

E. Bargaining unit members have the right to appeal any discipline issued for steps 1, 2, and 3 through the grievance procedure of this Agreement. Step 4, termination shall be through the R.C. 3319.16 statutory procedure.

ARTICLE 55 - CONTRACT MAINTENANCE

A. Waiver of Negotiations: The Board and the WTA acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the WTA shall voluntarily waive, during the life of this Agreement said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

B. Interim Negotiations.

1. Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code,

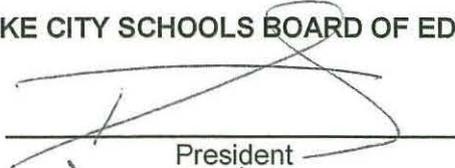
negotiations shall begin within ten (10) calendar days after the parties mutually agree to negotiate. In the event the parties fail to reach an agreement within twenty (20) calendar days after the first negotiation session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code.

2. If agreement is not reached within twenty (20) calendar days after the first mediation session, the provisions of O.R.C. 4117.14(D)(2) shall apply.
- C. Entire Agreement Clause: This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the WTA and constitute the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
 - D. Equal Opportunity Clause: The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the WTA will continue to abide by all state and federal equal employment laws.
 - E. Conflict with Law: It is the intent of the parties that to the extent legally permissible, the provisions of this Agreement shall prevail over any applicable statutes which address the same subject matter. If any provision of this Agreement is held to be invalid by a Court of final jurisdiction, such provision shall be deemed invalid, but the remainder of the Agreement shall be valid. In that event, the parties agree to begin bargaining over the subject of such provision within 30 days of the court's decision.
 - F. Duration: Upon ratification of the Agreement by the WTA and approval by the Board, this Agreement will be signed by the President of the WTA and the President of the Board and will be binding on both parties effective January 1 2013 through June 30, 2014.
 - G. Changes: The Board will not unilaterally change the terms of this Agreement during its duration.

ARTICLE 56 - SIGNATURES TO THE AGREEMENT

This Agreement between the parties is attested to by the representatives whose signatures appear below:

WESTLAKE CITY SCHOOLS BOARD OF EDUCATION

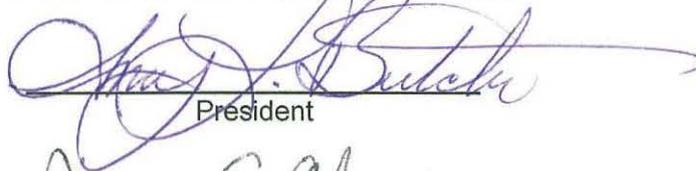


President

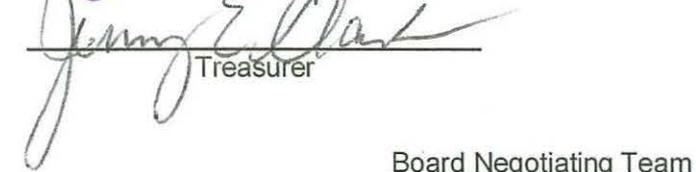


Treasurer

WESTLAKE TEACHERS ASSOCIATION



President



Treasurer

WTA Negotiating Team

Tad Colbeck
Amy Butcher
Geoff Friedrich
Patrick McMorrow
Paul Roth

Board Negotiating Team

Dr. Dan Keenan
Mark Pepera
Anne Pyros
Tim Freeman
Tim Sheeran

MEMORANDUM OF AGREEMENT

The Westlake Teachers Association and the Board of Education agree to establish a committee to be active during the 2009-10 school year. The Committee shall be composed of five (5) teachers appointed by the President of the Association and five (5) administrators appointed by the Superintendent; the Committee Members shall be appointed by the Association President and Superintendent by May 15, 2009; an association member and one of the administrators shall be appointed to serve as Committee Co-chairs. The Association President and Superintendent shall serve as ex officio members of the Committee.

The Committee shall be charged with reviewing Articles 10, 11 and 12 of the Agreement between the Association and the Board, as well as PPGA forms 1 through 4. The committee shall determine whether those articles, as currently written, and the forms in their present configuration, meet the present and projected future needs to shape and improve the teaching performance of faculty members of the Westlake City School District.

The Committee shall be responsible for issuing its written report and recommendations on or about March 15, 2010. The report and recommendations shall be submitted to the Superintendent and Association President, who shall be entitled, by mutual agreement, to amend the Committee's recommendations. Upon approval of the final recommendations by a ratification vote of the Westlake Teachers Association and the Board of Education, agreed upon modifications in Articles 10, 11 and 12, as well as agreed upon new evaluation forms, shall be implemented for use during the 2010-11 school year.

MEMORANDUM OF AGREEMENT

Before the Superintendent recommends a change in the Board-adopted authorized use policy, the Superintendent or designee shall share the proposed change with the Association President.

MEMORANDUM OF AGREEMENT

All forms included in the appendix to the 2006-08 Agreement shall be housed in the Human Resources Office and are available on the forms page of the District web site with the notation "This form may not be changed or revised without bargaining."

The administration or WTA may recommend a modification in any form applicable to members of the bargaining unit. Any such change will become effective upon approval of the WTA Executive Board and the Superintendent.

WESTLAKE CITY SCHOOLS

ATTACHMENT I - EXTRA DUTY PAY SCHEDULE

TABLE I: EXTRA-CURRICULAR CRITERIA SCALES AND SALARY SCHEDULES

ATHLETICS CRITERIA SCALE:

I.	Category #1 = Time		
	A. Length of season (days)	<u>Days</u>	<u>Units</u>
	Total number of school days from beginning (date coaching may begin) to end (date coaching must stop) of season as established by the Ohio High School Athletic Association (OHSAA).	1-20 21-40 41-60 61-80 81-100 101-120 121-140 141-160 161-180 181-200	1 2 3 4 5 6 7 8 9 10
	B. Vacation Practices (hours)	<u>Hours</u>	<u>Units</u>
	Practices held on days school is not in session (Saturdays are considered to be non-school days).	1-10 11-20 21-30 31-40 41-50 51-60 61-70 71-80 81-90 91-100	1 2 3 4 5 6 7 8 9 10
	C. Number of games, meets, matches, contests, scrimmages	<u>Games</u>	<u>Units</u>
	Maximum number of games and scrimmages permitted by the OHSAA.	1-10 11-20 21-30 31-40 41-50 51-60 61-70 71-80 81-90 91-100	1 2 3 4 5 6 7 8 9 10

TABLE I: EXTRA-CURRICULAR CRITERIA SCALES AND SALARY SCHEDULES

II.	Category #2 = Program Responsibility		
		<u>Students</u>	<u>Units</u>
	A. Supervision of Participants		
	Where there is more than one coach this figure represents the total participating divided by the number of coaches	1-5 6-10 11-15 16-20 21-25 26-30 31-35 36-40 41-45 46-50	1 2 3 4 5 6 7 8 9 10
		<u>Students</u>	<u>Units</u>
	B. Administrative Responsibility		
	Rosters, injury reports, physical exams, eligibility, equipment issue and collection, recruiting, public relations, media responsibilities, banquet (awards), fund raising, etc.	1-20 21-40 41-60 61-80 81-100 101-120 121-140 141-160 161-180 181-200	1 2 3 4 5 6 7 8 9 10
	This figure represents the total number of participants in an activity. It is not affected by the number of assistants.		
III.	Category #3 = Staff Responsibility		
		<u>Staff</u>	<u>Units</u>
	A. Supervision of Personnel		
	Number of paid staff members supervised in the program. (This number is equal to one unit per one staff member.)	1 2 3 4 5 6 7 8 9 10, etc.	1 2 3 4 5 6 7 8 9 10, etc.

TABLE I: EXTRA-CURRICULAR CRITERIA SCALES AND SALARY SCHEDULES

	<u>Hours</u>	<u>Units</u>
B. Staff Meetings		
Number of hours beyond teacher's work day, and student contact time to conduct this activity.	1-10	1
	11-20	2
	21-30	3
	31-40	4
	41-50	5
	51-60	6
	61-70	7
	71-80	8
	81-90	9
	91-100	10
	<u>Contests</u>	<u>Units</u>
C. Scouting		
Number of contests, matches, and scrimmages scouted.	1-2	1
	3-4	2
	5-6	3
	7-8	4
	9-10	5
	11-12	6
	13-14	7
	15-16	8
	17-18	9
	19-20	10

ATHLETICS CRITERIA SCALE (cont.)

1. Assistant coaches will be paid a prorated amount of the varsity head coaches' criteria points in the same sport.

1) High School Assistant	70%
2) 9th Grade Head	60%
3) 9th Grade Assistant	55%
4) 8th Grade/Middle School Head	50%
5) 7th Grade/Middle School Asst.	45%

Example: Varsity Head Football = 65 unit points
 Varsity Assistant Football = 46 unit points (70% of VH points)

2. Experience factor for all coaching positions:

<u>Experience in position</u>	<u>Amount per Unit</u>
0 years	.00300
1 year	.00305
2 years	.00310
3 years	.00315
4 years	.00320
5 years	.00325
6 years	.00330
7 years	.00335
8 years	.00340
9 years	.00345
10 years	.00350
11 years	.00355
12 years	.00360
13 years	.00365
14 years	.00370
15 years	.00375
16 years	.00380
17 years	.00385
18 years	.00390
19 years	.00395
20 years	.00400

3. Calculation of Salary:

Unit value x Base Salary x Experience Factor

4. Head coaches and assistant coaches whose existing scheduled rate of pay is higher than that determined by criteria points plus the experience factor will be paid at the higher rate, and shall continue to be paid at that amount until the formula catches up with the paid amount, or until a different individual assumes the position.

EXTRA-CURRICULAR: ATHLETIC UNITS CHART

<u>SPORT</u>	<u>POSITION</u>	<u>UNITS</u>
BASEBALL:	HEAD COACH	38
	HIGH SCHOOL ASSISTANT	27
	9TH GRADE	23
BASKETBALL:	HEAD COACH (BOYS)	54
	HIGH SCHOOL ASSISTANT	38
	9TH GRADE	32
	8TH GRADE	27
	7TH GRADE	24
	HEAD COACH (GIRLS)	54
	HIGH SCHOOL ASSISTANT	38
	9TH GRADE	32
	8TH GRADE	27
	7TH GRADE	24
X-COUNTRY:	BOYS HEAD COACH	34
	GIRLS HEAD COACH	34
	MIDDLE SCHOOL COACH	17
FOOTBALL:	HEAD COACH	68
	HIGH SCHOOL ASSISTANT	48
	9TH GRADE HEAD	41
	9TH GRADE ASSISTANT	38
	GRADE 8 HEAD	34
	GRADE 8 ASSISTANT	30
	GRADE 7 HEAD	34
	GRADE 7 ASSISTANT	30
GOLF:	HEAD COACH	26
GYMNASTICS:	HEAD COACH	31
	HIGH SCHOOL ASSISTANT	22
SOFTBALL:	HEAD COACH	39
	HIGH SCHOOL ASSISTANT	27
	FRESHMAN COACH	23
	MIDDLE SCHOOL HEAD	19
SOCCER:	BOYS HEAD COACH	38
	HIGH SCHOOL ASSISTANT	27
	GIRLS HEAD COACH	38
	HIGH SCHOOL ASSISTANT	27

SWIMMING:	BOYS HEAD COACH	33
	HIGH SCHOOL ASSISTANT	23
	GIRLS HEAD COACH	33
	HIGH SCHOOL ASSISTANT	23
DIVING:	BOYS/GIRLS HEAD	29
LACROSSE:	HEAD	35
	ASSISTANT	25

EXTRA-CURRICULAR: ATHLETIC UNITS CHART, cont.

<u>SPORT</u>	<u>POSITION</u>	<u>UNITS</u>
TENNIS:	BOYS HEAD COACH	25
	HIGH SCHOOL ASSISTANT	18
	GIRLS HEAD COACH	25
	HIGH SCHOOL ASSISTANT	18
TRACK:	BOYS HEAD COACH	44
	HIGH SCHOOL ASSISTANT	31
	MIDDLE SCHOOL HEAD	22
	MIDDLE SCHOOL ASSISTANT	20
	GIRLS HEAD COACH	44
	HIGH SCHOOL ASSISTANT	31
	MIDDLE SCHOOL HEAD	22
	MIDDLE SCHOOL ASSISTANT	20
VOLLEYBALL:	HEAD COACH	50
	HIGH SCHOOL ASSISTANT (2)	35
	9TH GRADE	30
	8TH GRADE (2)	25
	7TH GRADE (2)	23
WRESTLING:	HEAD COACH	55
	HIGH SCHOOL ASSISTANT	38
	9TH GRADE	32
	MIDDLE SCHOOL HEAD	27
	MIDDLE SCHOOL ASSISTANT	25
ATHLETIC TRAINER:		83
FACULTY MANAGER:	HIGH SCHOOL	55
	MIDDLE SCHOOL	58
EQUIPMENT MANAGER:		55
WEIGHT ROOM COORDINATOR:	FALL	21
	WINTER	21
	SPRING	21
CHEERLEADERS:	FOOTBALL (V & JV)	19
	SOCCER (V & JV)	16
	BASKETBALL (V & JV)	19
	WRESTLING (V & JV)	16
	9TH GRADE FOOTBALL	13
	9TH GRADE BASKETBALL	13
	7TH & 8TH GRADE FOOTBALL	15
	7TH & 8TH GRADE BASKETBALL	15

TABLE 2: CO-CURRICULAR CRITERIA SCALES AND SALARY SCHEDULES

CO-CURRICULAR CRITERIA SCALE:

I. Category #1 = Time

	<u>Hours</u>	<u>Units</u>
A. Practices/Meetings (Hours)	1-10	1
	11-20	2
(number of hours beyond	21-30	3
the teacher's work day	31-40	4
to conduct this	41-50	5
activity)	51-60	6
	61-70	7
	71-80	8
	81-90	9
	91-100	10
	<u>Activity</u>	<u>Units</u>
B. Performances/Events/ Dances/Concerts	1-10	1
	11-20	2
	21-30	3
(the total number of	31-40	4
formal events [audience]	41-50	5
which would involve	51-60	6
others outside their	61-70	7
group, and outside of	71-80	8
the school day)	81-90	9
	91-100	10

II. Category #2 = Program Responsibility

	<u>Students</u>	<u>Units</u>
A. Supervision of Students		
1. Students actively involved	1-5	1
	6-10	2
(includes only the	11-15	3
students actively involved	16-20	4
in the specific	21-25	5
activity/organization)	26-30	6
	31-35	7
(where there is more	36-40	8
than one advisor this	41-45	9
figure represents the	46-50	10
total participating		
divided by the number		
of advisors)		

TABLE 2: CO-CURRICULAR CRITERIA SCALES AND SALARY SCHEDULES, cont.

	<u>Students</u>	<u>Units</u>
Supervision of Students, cont.		
2. Students Attending -	1-100	1
(includes anyone who would	101-200	2
attend an activity/	201-300	3
performance where the	301-400	4
sponsoring group	401-500	5
is the sole presenter	501-600	6
or organizer; audience	601-700	7
at a play, circulation	701-800	8
of a newspaper, yearbook,	801-900	9
literary magazine, etc.)	901-1000	10
	<u>Hours</u>	<u>Units</u>
B. Administrative Responsibility	1-5	1
	6-10	2
	11-15	3
(fund raising,	16-20	4
maintenance of equipment,	21-25	5
inventory of equipment,	26-30	6
budget,	31-35	7
program responsibility,	36-40	8
etc.)	41-45	9
	46-50	10
III. Category #3 = Staff Responsibility		
	<u>Assistants</u>	<u>Units</u>
A. Supervision of Personnel	1	1
	2	2
(number of paid staff	3	3
members supervised	4	4
in the program.	5	5
This number is	6	6
equal to one unit	7	7
per staff member.)	8	8
	9	9
	10 (etc.)	10 (etc.)
	<u>Hours</u>	<u>Units</u>
B. Staff Meetings (paid staff)	1-10	1
	11-20	2
(number of hours beyond	21-30	3
the teacher's work day,	31-40	4
and student contact	41-50	5
time to conduct	51-60	6
this activity)	61-70	7
	71-80	8
	81-90	9
	91-100	10

CO-CURRICULAR CRITERIA SALARY SCHEDULE

<u>EXPERIENCE IN POSITION</u>	<u>AMOUNT PER UNIT</u>
0 years	.00300
1 year	.00305
2 years	.00310
3 years	.00315
4 years	.00320
5 years	.00325
6 years	.00330
7 years	.00335
8 years	.00340
9 years	.00345
10 years	.00350
11 years	.00355
12 years	.00360
13 years	.00365
14 years	.00370
15 years	.00375
16 years	.00380
17 years	.00385
18 years	.00390
19 years	.00395
20 years	.00400

1. Calculation of Salary:

Unit Value x Base Salary x Experience Factor

2. Advisors whose existing scheduled rate of pay is higher than that determined by criteria points plus the experience factor will be paid at the higher rate, and shall continue to be paid at that amount until the formula catches up with the paid amount, or until a different individual assumes the position.

CO-CURRICULAR: CLUBS/ACTIVITIES UNITS CHART

<u>CLUB/ACTIVITY</u>	<u>POSITION</u>	<u>UNITS</u>
INTERMEDIATE CHORUS	DIRECTOR	15
MIDDLE SCHOOL CHORUS	DIRECTOR	15
MIDDLE SCHOOL BAND	DIRECTOR	15
INTERMEDIATE BAND	DIRECTOR	15
YEARBOOK	HS ADVISOR	43
	MS ADVISOR	10
	INTERMEDIATE SCHOOL ADVISOR	10
NEWSPAPER	HS ADVISOR	32
	MS ADVISOR	10
DRAMA	HS ADVISOR	34
	MIDDLE SCHOOL ADVISOR	9
STUDENT COUNCIL	MS ADVISOR	20
	INTERMEDIATE SCHOOL ADVISOR	20
CLASS ADVISOR	SENIOR CLASS	20
	JUNIOR CLASS	18
	SOPHOMORE CLASS	16
	FRESHMAN CLASS	14
LITERARY MAGAZINE	HS ADVISOR	11
BAND	HEAD DIRECTOR	54
	HIGH SCHOOL ASSISTANT	35
	DEMONETTES	25
	DEBONAIRES	18
	MAJORETTES	8
	MIDDLE SCHOOL JAZZ ENSEMBLE	11
PEP BAND	DIRECTOR	10
CHORAL	FALL MUSICAL DIRECTOR	20
WHBS	TV WHBS HS ADVISOR	58
	HS TECHNICAL ASSISTANT	22
	HS FIELD ASSISTANT	10
STUDENT ACTIVITIES	HS ADVISOR (INCLUDES: STUDENT COUNCIL, PRIDE, PRESIDENT'S BOARD, RED CROSS)	67

CO-CURRICULAR: CLUBS/ACTIVITIES UNITS CHART, cont.

<u>CLUB/ACTIVITY</u>	<u>POSITION</u>	<u>UNITS</u>
CHAMBER ORCHESTRA	HS ADVISOR	10
HONORS ORCHESTRA	MS ADVISOR	6
NATIONAL HONOR SOCIETY	HS ADVISOR	20
AMERICAN FIELD SERVICE EXCHANGE PROGRAM COORDINATOR	HS ADVISOR	17
COMPUTER CLUB	HS ADVISOR MS ADVISOR	19 15
LATIN CLUB	HS ADVISOR	5
FRENCH CLUB	MS ADVISOR	4
PEP CLUB	HS ADVISOR	10
TECH MATES	HS ADVISOR	14
RED CROSS CLUB	MS ADVISOR	6
STRINGS	INTERMEDIATE ADVISOR	10
STRINGS	MS ADVISOR	10
CHORUS	HIGH SCHOOL ADVISOR	30
ACADEMIC CHALLENGE	HS ADVISOR ASSISTANT MIDDLE SCHOOL ADVISOR	20 10 3
SPANISH CLUB	MS ADVISOR	4
SCIENCE OLYMPIAD	MS ADVISOR	11
SKI CLUB	HS ADVISOR MIDDLE SCHOOL ADVISOR INTERMEDIATE SCHOOL ADVISOR	20 18 18
KEY CLUB	HS ADVISOR	15
FORENSICS	HS ADVISOR/COACH	16
ENVIRONMENTAL CLUB	MS ADVISOR	4
MATH CLUB	HS ADVISOR	4
National Art Honor Society	HS ADVISOR	4

CO-CURRICULAR: CLUBS/ACTIVITIES UNITS CHART, cont.

<u>CLUB/ACTIVITY</u>	<u>POSITION</u>	<u>UNITS</u>
TEEN INSTITUTE	HS ADVISOR	4
SCIENCE OLYMPIAD	HS ADVISOR	15
PROJECT SUPPORT WHS	HS ADVISOR	3
MS AGAINST DRUGS	MS ADVISOR	5
ACADEMIC CONTEST	INTER-ADVISOR	4
DRAMA CLUB	PARKSIDE-ADVISOR	8
MATH COMPETITION	MS ADVISOR	11
BOWLING CLUB	HS ADVISOR	4
BURNESON BRIGADE	MS ADVISOR	11
STUDENT LEADERSHIP	HS ADVISOR	10
BUILDERS CLUB	MS ADVISOR	6
BASSETT JUMP ROPE	ADVISOR	5
PARKSIDE GREENSLEEVES	DIRECTOR	2
PARKSIDE ENCORE	DIRECTOR	3

EXTRA CURRICULAR AND CO-CURRICULAR CONTRACTUAL AGREEMENTS

- ITEM I: A one hundred (\$100) dollar daily stipend shall be paid to each teacher involved in the Washington, D.C. trip, and a fifty dollar (\$50) dollar daily stipend shall be paid to each teacher involved in the out-of-district portion of the outdoor education program.
- ITEM II: Out-of-district experience in a similar position may be granted by the Board for up to ten (10) years. This provision affects only employees hired after January 1, 1996.
- ITEM III: Any Westlake teacher who is a head coach for the Westlake City School District who seeks leave to attend a state tournament in the sport he/she serves as a head coach for Westlake shall be granted such leave. The service of a substitute teacher will be provided at Board expense and this leave shall not be charged against any other type of leave found in the Agreement.
- ITEM IV: Over the life of the Contract an additional 75 units shall be available to create new supplemental positions or to add to current positions due to a change in duties or responsibilities. Any allocation of these additional units shall be by mutual agreement between the Superintendent and WTA President.