Thu, 08/13/2026 07:14:14 AM SERB

1258-01
25-MED-10-1082
47297

AGREEMENT

BETWEEN THE

WILLOUGHBY-EASTLAKE TEACHERS ASSOCIATION

AND

WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

2026-2028

AGREEMENT
BETWEEN THE
WILLOUGHBY-EASTLAKE BOARD OF EDUCATION
AND THE
WILLOUGHBY-EASTLAKE TEACHERS ASSOCIATION
2026-2028

TABLE OF CONTENTS

TITLE		PAGE
ARTICLE I	NEGOTIATIONS PROCEDURES	1
ARTICLE II	GRIEVANCE PROCEDURE	4
ARTICLE III	ASSOCIATION RELATIONSHIPS	9
ARTICLE IV	PHYSICAL EXAMINATION	14
ARTICLE V	TEACHING DAYS AND HOURS	14
ARTICLE VI	TEACHING LOAD, ASSIGNMENTS, AND CLASS SIZES	19
ARTICLE VII	VACANCY, TRANSFER, AND REASSIGNMENT	45
ARTICLE VIII	TEACHER EVALUATION	55
ARTICLE IX	PERSONNEL FILE	66
ARTICLE X	RETIREMENT	67
ARTICLE XI	PROFESSIONAL GROWTH	68
ARTICLE XII	SALARY PAYMENTS AND DEDUCTIONS	74
ARTICLE XIII	INSURANCE	86
ARTICLE XIV	ABSENCES AND LEAVES	92
ARTICLE XV	CURRICULUM DEVELOPMENT	104
ARTICLE XV	ELEMENTARY AND MIDDLE SCHOOL CONFERENCES	105
ARTICLE XVII	STUDENT DISCIPLINE AND ASSAULT PROTECTION	106
ARTICLE XVIII	TEACHER INDIVIDUAL RIGHTS	109
ARTICLE XIX	CONTRACTS	110
ARTICLE XX	SENIORITY	117

ARTICLE XXI ENTRY-YEAR TEACHER PROGRAM GUIDELINES 119
ARTICLE XXII REGULAR SUPPLEMENTAL TEACHERS 123
ARTICLE XXIII FORM, EFFECT, AND DURATION..... 127
APPENDIX I, A SALARY SCHEDULE 2026-2027..... 130
APPENDIX I, B SALARY SCHEDULE 2027-2028..... 131
APPENDIX II ACTIVITY PAY SCHEDULE 132
APPENDIX III PAID PERSONAL LEAVE FORM 147
APPENDIX IV SICK LEAVE AFFIDAVIT 150
APPENDIX V GRIEVANCE PROCEDURE..... 151
APPENDIX VI CERTIFIED/LICENSED BID REQUEST 152
MEMORANDUM OF AGREEMENTS 153
HEALTH INSURANCE PLANS..... 176
Dental Plan 181
Life Insurance 182
Vision Plan 183
INDEX 184

ARTICLE I

NEGOTIATIONS PROCEDURES

The Willoughby-Eastlake Board of Education (hereinafter referred to as the "Board") and the Willoughby-Eastlake Teachers Association (hereinafter referred to as "WETA" or the "Association") do hereby resolve the following:

1. That providing a quality education for the young people of the Willoughby-Eastlake City School District is their fundamental and primary concern.

2. That the interests of education are best served when mutual understanding, cooperation, and communication exist between the Board, the Superintendent, the Administrative Staff, and the Instructional Staff.

3. That the professional preparation of teachers qualifies them to make significant contributions to the conduct of the educational affairs of the district and to the determination of policy and program.

4. Effective discipline, observation of good order, and respect for the rights of others are necessary so that all pupils may obtain the highest degree of quality education.

A. **RECOGNITION** - The Willoughby-Eastlake City Board of Education (hereinafter "Board") recognizes the Willoughby-Eastlake Teachers Association (hereinafter "Association") an affiliate of the Ohio Education Association (OEA) and National Education Association (NEA) as the sole and exclusive representative of the bargaining unit. Such recognition shall be in effect unless the bargaining representative is decertified or a competing organization is selected to represent the bargaining unit as provided for by law. As long as the Association is recognized, this Agreement shall be deemed to be in effect, and the Association will retain the rights guaranteed in Articles I, II, and III. If consistent with ORC 4117, WETA may elect to become a division of the Willoughby-Eastlake Unified Professionals (WEUP) provided it is expressly understood and agreed that the privileges extended to WETA and its President under this agreement are not available to WEUP or its President.

B. **BARGAINING UNIT** - The WETA bargaining unit shall consist of all full-time and part-time personnel certified or licensed by State Board of Education and employed by the Board, excluding administrative personnel serving under

administrative certificates, members of other bargaining units, day-to-day substitutes who work less than thirty (30) consecutive workdays in the same assignment, and aides. Also excluded from the bargaining unit are adult education instructors in adult education programs. Adult education programs are defined as classes that cannot be used for credit towards a high school diploma and/or G.E.D. Current bargaining unit members as of the 2015-2016 school year currently teaching any adult program shall not be negatively impacted (reduction in fulltime status and/or pay) by hiring additional adult education instructors. Starting with the 2016-2017 school year, if the need arises to hire additional adult education instructors, they will not be included in the bargaining unit. Two part-time employees may not be hired in lieu of one full-time.

C. **SCOPE OF AGREEMENT** - The parties agree to negotiate over wages, fringe benefits, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of this Contract.

D. **EXCHANGE OF INFORMATION** - Upon request, the Board and the Association agree to furnish each other with any available information that might be required to intelligently consider any issue that is of concern to either party.

E. **INITIATION OF NEGOTIATIONS** - If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than one hundred eighty (180) days and not later than sixty (60) days before the Agreement expires. Notification in writing shall be from designated agent to designated agent. A copy shall be sent to SERB on the proper form by the initiator.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of permitting the party requesting negotiations to submit in writing all of its proposals for negotiations. Thereafter, the party requesting negotiations shall not submit additional items for negotiation except with consent of the other party. At that time, the party not requesting negotiations must submit their proposals and thereafter shall not submit additional items for negotiation except with consent of the other party.

Each proposal submitted by either party shall be in desired final contract language so that without clarification or supplementation, the proposal, if agreed to by the other party, could be incorporated into the contract. After the submission of proposals, the first negotiation session shall be held within fifteen (15) days.

F. **NEGOTIATION MEETINGS** - The initial meetings shall be between the Superintendent and/or his designated representatives and representatives of the Association at mutually convenient times and places. The size of each group shall be limited to those deemed necessary for negotiations and resource.

If it is considered advisable by either group, outside consultants may be utilized for resource purposes.

All negotiations will be confidential except to the team and parties to the contract.

G. **IMPASSE PROCEDURE** - If agreement cannot be reached within forty-five (45) days following the first session or forty-five (45) days prior to the expiration of the contract, whichever comes first, either party may petition FMCS to assign a mediator to assist the parties in resolving the impasse. By mutual agreement, in writing, the parties may design an alternate impasse procedure at any time prior to the expiration of the contract. In the event the parties mutually agree to an alternate impasse procedure, SERB shall be notified of the design of the procedure in writing.

H. It is recognized that the foregoing procedures will be observed by the Board and the Association for the initiation of all future policies and amending of present policies within the scope of this Agreement and all other mandatory subjects of bargaining under Section C above.

Except as specifically provided in this Contract, management retains the right to exercise sole decision making authority. The use of judgment and discretion by management in exercising its sole decision making authority will not be arbitrary and/or capricious.

I. **AGREEMENT** - When tentative agreement has been reached at any level in regard to a negotiated item, it shall be reduced to writing and signed by both negotiation spokespersons. When tentative agreement has been reached on the entire contract, the total tentative agreement shall be reduced to writing, signed by the spokespersons, and submitted to the WETA membership and Board for ratification within fourteen (14) calendar days from the date of final tentative agreement on all items. In the event that either party fails to act upon the tentative agreement and the other party does not reject it within the fourteen (14) calendar day period, the contract shall be deemed approved and

will be the final and binding agreement between the parties. The Board shall timely serve a copy of the signed agreement with SERB.

J. These procedures may be altered by mutual agreement between the parties.

ARTICLE II

GRIEVANCE PROCEDURE

A. **DEFINITION** - A "grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of any provision of this Negotiations Agreement.

A "class action" (group grievance) which is brought by the Association on behalf of a group rather than an individual must be signed by two members of the Association affected by the allegation when filing a Step I grievance report. The group shall be identified on the form, and all members of the alleged group shall be notified in writing of the filing of the grievance report as soon as possible. (The administration shall inform all affected persons.)

"Days" shall mean working days of the party obligated to act (inclusive of the administration and any designated Association representative), with the exception of the time line for the initial filing of grievances. Within five (5) working days of the filing, any party who will be absent for an extended period of time during the processing of the grievance, shall give notice of the need for extensions during the grievance procedure and the anticipated dates of absence.

B. **PURPOSES** - The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

3. To encourage teacher expression regarding conditions that affects him/her.

4. To improve the understanding of policies which affect teachers

5. To build confidence in the sincerity of the procedure.

6. All grievance meetings shall be held in Executive Session.

7. Save for final resolution, all grievance documents shall be kept confidential by the participants. All grievance documents but the final resolution of the grievance shall become the property of and retained by WETA. The names of the grievant(s) (if individual teachers are grievants) shall be redacted from all grievance documents including the final resolution.

C. **INFORMAL PROCEDURE** - In the event that a teacher believes there is a basis for a grievance, the teacher should first discuss the alleged concern with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion should be held confidentially and personally by the teacher before filing of any formal grievance. At the option of the teacher, he/she may be accompanied by his/her Association representative. The administrator may waive the presence of the teacher. No reference to a formal grievance need be made.

UNFAIR TREATMENT PROCEDURE - Whenever an employee has a complaint against another employee or administrator that does not involve a violation/misapplication of a specific term of this agreement, and the employee wishes to reach a resolution of said complaint, the employee shall first attempt to resolve this complaint with the other employee or administrator that is the source of the complaint. When the complaint involves an administrator, the employee may bring an Association representative from the Association membership.

If the employee or administrator believes that the complaint is not resolved, either may request the intervention and assistance of the WETA/Board Labor/Management Committee by contacting the President or his/her designee. By mutual agreement, the employee and administrator may bypass the LMC and seek third party assistance.

After at least one meeting, if the LMC or employee or administrator believes that third party assistance is needed, the LMC, employee, or administrator may

seek third party assistance by notifying either the Superintendent or Labor Relations Consultant.

The third party shall be the Superintendent or his/her designee and the OEA Labor Relations Consultant or his/her designee. By mutual agreement, they may select and utilize an outside labor/management consultant.

When the administrator is the Treasurer, the Superintendent or designee and OEA Labor Relations Consultant shall select and utilize an outside labor/management consultant.

This complaint resolution procedure shall be confidential, non-appealable, and without written record--unless the resolution itself involves written commitments between the affected parties. This procedure is separate and distinct from the Grievance Procedure and is for the exclusive purpose of resolving non-contractual complaints and labor/relations problems. The third party has no authority to issue binding decisions. It shall function as a mediator/facilitator.

When the complaint or problem is more appropriately resolved by a group process, a labor/management committee shall be used prior to third party intervention.

D. FORMAL PROCEDURE

1. **STEP I** - This step must be initiated no later than thirty (30) days after the occurrence of the alleged violation giving rise to the grievance except Association grievances which must be filed within sixty (60) calendar days of the occurrence. If the grievant is not satisfied, the grievant may submit to the proper immediate administrative authority that has the authority to resolve or grant the grievance, a completed and signed Step I grievance report, upon the grievance form. Within five (5) days of receipt of the Grievance Report, the administrator shall arrange a hearing with the designated Association representative, if one has been designated, or the grievant if not, and hold the hearing with the representative and grievant within ten (10) days of receipt absent a mutually agreed extension. Either party may waive the presence of the grievant if only contractual arguments are involved. The administrator shall indicate his disposition, in writing, within three (3) days after such meeting. The disposition shall contain reasons for denial, if denied.

2. **STEP II** - Within twenty (20) days of receipt of the Step I response, the Association and the grievant may file a written form to proceed to Step II with the Superintendent or designee. Within seven (7) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step I. (If the Treasurer is the Step I hearing officer, the Board of Education shall act as the Step II hearing officer.)

   Within ten (10) days after the hearing, the Superintendent or his/her designee shall provide written response to the Association and the grievant with specific reasons, if denied.

3. **STEP III - ARBITRATION** - If the Association is not satisfied with the disposition, the Association representative may, within twenty (20) days following the conclusion of the previous step, submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. Thereafter, the Association's representative and a representative of the Board shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the matter shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding.

E. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be final and binding upon the parties. When the arbitrator finds that the grievant was not properly compensated; denied his/her contractual right to earn compensation; or required to perform duties not required by the contract; the arbitrator shall order proper compensation if such award is not contrary to law. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and the grievant.

F. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as reasonably possible including expedited arbitration if mutually agreed to. The failure to raise timeliness as a defense at any step shall waive any later arbitrability claim.

G. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to the grievance procedure.

H. Nothing contained herein shall prohibit an individual teacher from presenting a complaint alleging a violation of this Agreement and from seeking to resolve such complaint through informal channels provided that any resolution must be consistent with the terms of this Agreement.

I. No reprisal of any kind shall be taken by or against a participant in the grievance procedure by reason of such participation.

J. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

K. After any grievance which is finalized in arbitration, the Board and WETA will issue a joint arbitration summary to all staff. Neither group shall editorialize on the statement and the decision shall become a part of the Agreement.

L. At each level of the grievance procedure, a copy of the grievance and a copy of the disposition of the grievance shall be given to the grievant, Association President, c/o the UniServ office, and the Association representative involved at the step (if any).

M. This grievance procedure is the exclusive method of resolving disputes within its scope, and it must be followed in a timely fashion to preserve the right to contest an alleged contract violation. If a grievance is not filed within the established time limits, the right to present the grievance and assert contract violations in connection with the matter at issue is waived unless there has been a mutual time limit extension. However, the right to assert violations of law (if any) in the appropriate forum shall not be waived by noncompliance with grievance procedure time limits.

If the Board or Administration fails to meet a time line established by Steps I and II of the grievance procedure, then the grievance automatically shall be considered appealed to the next step. If the Board or Administration fails to meet a time line established by the Step III, then the grievance may be taken to arbitration as provided in Step III by the Association, or the Association may consider the time limits mutually extended.

Up to and including the arbitration filing, the Association may add/delete causes of actions, contract sections, and remedies to the initial grievance. If there is a change, the Superintendent may request another Step II hearing to consider the changes. The hearing should be held within ten (10) days of the amendment.

ARTICLE III

ASSOCIATION RELATIONSHIPS

A. Upon request, the Association or any committee thereof shall have the right to use school buildings and facilities on days school is in session, without charge, for professional purposes. Bulletin boards in teachers' lounges, interschool mail, and teachers' mailboxes shall be made available without censorship for Association use. If the building principal desires to control access to mailboxes, he/she may either designate available office personnel to place Association materials in mailboxes as soon as possible or ask that the Association designate a single person to place materials in mailboxes whose name shall be submitted to the principal by September 1st of each contract year.

B. Duly authorized representatives of the Association and its affiliates may transact Association business on school property any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences. All visitors, including Association representatives, must report to the building office during open office hours before transacting such business and sign in.

C. The Association may have the right to use school-owned equipment and facilities providing that:

1. Such use does not interfere with the normal school functions.

2. The cost of expendable supplies and repairs for damage caused by misuse of equipment will be the obligation of the Association. When special custodial services are required, the Board may make reasonable charge therefore.

3. Prior clearance for any such use is first obtained from the building principal, provided that no such request shall be unreasonably denied.

Simple copying or faxing does not require prior approval where copying/faxing equipment is available.

D. The Board shall provide the Association President, Vice President(s), and UniServ office with copies of the Board agenda prior to the regular or special Board meetings and two copies of the minutes of said meetings. All officially adopted financial reports and/or related materials shall also be provided.

E. The Association will be provided with ten (10) annual district-wide personnel directories.

F. The Board shall print this Negotiations Agreement in booklet form in sufficient quantity to provide every member of the bargaining unit with a copy. In addition, the Association shall be provided with two hundred (200) additional copies for its own use at the overrun cost.

G. PRESIDENT'S RELEASE

1. It is recognized that the President of the Association plays a vital role as a leader and official representative of the professional staff. The President is encouraged to communicate matters of concern to the administration and the Board as the need arises.

2. The President shall be provided one (1) contact period or its equivalent of release time each day for association duties (e.g., no duty period). In the event that the Association President's assignment does not contain "contact periods," the parties shall meet to determine an appropriate and feasible "equivalent." If no alternative is feasible and reasonable, this provision will not be implemented for the appropriate period.

   Further, provided it does not require the employment of additional staff or additional expense to the Board, the President's schedule shall not include a last period assignment and/or shall provide for a reduced class load.

3. Each year by May 15, WETA shall advise the Assistant Superintendent whether WETA wishes to arrange for its President to be released from duties for two (2) added periods each day to a combined total of one-half (1/2) time on an annual basis. Such additional released time will be arranged provided appropriate

replacement staffing is available from current faculty or may readily be secured through employment of new personnel.

If such additional release time is arranged, the Association shall reimburse the school district for two-sixths (2/6) of his/her annual salary and related costs, e.g., STRS, plus two-sixths (2/6) additional costs of his/her fringe benefits at COBRA rate if a replacement who will receive the benefits is hired.

H. ASSOCIATION LEAVE

1. Association leave may be granted for a period of two (2) years. Teachers granted such leave will return to the proper step on the salary schedule and other benefits. The period of such leave shall not constitute accrued time accredited for placement on the salary schedule.

2.a. The Superintendent shall grant (except as provided in 2., c., of this provision) to the WETA President or his/her designee(s) a total of fifteen (15) days per year leave for professional activities of the Association that cannot be accomplished on school time or that are not covered by other provisions of this contract (excluding striking or strike related activities such as strike organization).

3. b. The Superintendent shall be notified by the Association President in writing at least two calendar days in advance of the activity except in an emergency when notice will be given as soon as known. A brief description of the activity will be provided upon request.

4.c. The Superintendent may disallow such leave if he/she determines it will be disruptive of official school activities.

5.d. Such leave may be used in one-half (1/2) or full day increments. One half (1/2) shall mean the first or second half of the day, and one-half (1/2) day leave may only be granted if a substitute (internal or external) can be obtained.

6.e. Leave under this section shall not be accumulative and shall not be charged against sick or personal leave.

7.f. The Board shall pay for substitutes hired to assume the duties of teachers on leave.

I. ASSOCIATION DUES

The Board shall provide payroll deduction of dues and FCPE donations (minimum $1.00 per pay) for Association memberships at no cost. Enrollment in the Association shall be permitted twice each year, at the beginning and at the semester break and at time of employment.

1. Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, and FCPE donations (minimum $1.00 per pay) upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Enrollment in the Association shall be permitted twice each year, at the beginning and at the semester break and at time of employment.

2. In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

3. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association [President/Treasurer/Membership Chair] and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

4. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

5. Any individual who wishes to cancel their membership must notify the Association [Treasurer/President/Membership Chair] and District Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation

acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

6. Dues rates shall be transmitted to the Board Treasurer by September 15 for that contract year deductions. The Association will also provide by October 15 to the Board Treasurer the names of those unit members who are members of the Association.

7. The Association shall notify all current and newly hired bargaining unit members that membership in the Association is not required.

8. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this section provided that:

   a. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this section.

   b. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board.

   c. The Board agrees to permit the Association or its affiliated organizations to intervene as a party if it is so desired, and/or not to oppose the WETA or organizations with which it is affiliated, application to file briefs amicus curiae in the action.

J. Whenever an employee has a legal right to representation, paid release time shall be provided for Association representatives to attend management scheduled or mutually scheduled hearings, meetings, or bargaining sessions. As school business, no approval is required. Such representatives must inform their immediate administrators as soon as they are made aware of the date and time of the representational activities. If the release of an Association representative creates a work conflict, the administrator who scheduled the hearing/meeting may request that the meeting be rescheduled to another mutually agreeable date and time. However, no employee will be deprived of such representation due to such rescheduling.

K. **PROFESSIONAL LEAVE** - All requests for attendance to OEA and NEA conventions shall be submitted in writing via the school principal or unit director to the Superintendent as professional leave. (Delegates to the OEA and NEA conventionsshall receive automatic approval for attendance but not remuneration for expenses.)

ARTICLE IV

PHYSICAL EXAMINATION

Physical and mental health is a condition of employment. Any teacher may be required to submit annually to a doctor's statement as evidence of such, when the Board has a good faith belief that an employee is no longer physically or mentally capable of performing his or her job; or his/her physical or mental condition presents a danger to the teacher or others in the district. Examination for this purpose may be had without cost to the teacher from a physician appointed by the Board. Alternatively, when requested to submit such evidence, a teacher may elect to engage the services of the physician of the teacher's choice, in which event, the Board will reimburse the reasonable cost of such examination. The Board may not request that the physician submit any information beyond a statement that the employee is physically or mentally capable of performing his or her job; or whether the employee's continued performance of his or her job presents a hazard to the employee or others in the district.

In the event the report of the teacher's physician is questioned, the Board reserves the right to request an additional examination by its own physician, at Board expense.

ARTICLE V

TEACHING DAYS AND HOURS

A. Student starting and dismissal times are subject to modification by statute or Board policy or administration. However, modifications to the ranges below will be mutually agreed upon by the administration and the Association. The accepted ranges for the starting and dismissal times for the students are:

Elementary	The range is from 8:30 to 3:30
Middle	The range is from 7:30 to 2:30
Secondary	The range is from 7:30 to 2:30

Administration may make adjustments in start/stop times at individual schools on an annual basis as long as they do not lengthen the school day or deviate more than fifteen (15) minutes from the above starting and dismissal times. No teacher will be required to report earlier than 7:30 am.

B. DAYS AND HOURS

1. The teacher's workday shall be no more than seven (7) hours and may include up to one-quarter (1/4) hour before the students' starting time and will be concluded after normal responsibilities are accomplished. No teacher (K-12) will be required to report earlier than 7:30 a.m. A teacher (K-12) will be expected to remain five (5) minutes after student dismissal, as long as the teacher's day does not exceed 7 hours. Said day shall include a minimum of forty (40) minutes uninterrupted duty-free lunch period excluding passing time. Traveling teachers shall have the same duty-free lunch period as other teachers. Classes will not be split by a lunch period if feasible. Every teacher will have a lunch period during the times scheduled for student lunch, unless otherwise agreed between the teacher and the principal.

2. a. Meetings may be called by the majority of any building faculty through the WETA building representative(s). These meetings may extend beyond the length of the teacher's workday, but no teacher will be required to stay over one (1) hour after student dismissal for such building meetings. Alternative scheduling of time for the meeting may be mutually agreed to by the principal and the WETA building representative(s) with the concurrence of the faculty.

b. Teachers could be required to attend up to four (4) instructional/staff meetings per year, scheduled no more than once in any given week. A District committee will be formed allowing teacher input into the purpose of the meetings. No teacher will be required to stay over one (1) hour after student dismissal for such meetings. Attendance at all other meetings is voluntary.

In the event that an unforeseeable circumstance arises in which the teacher has no control, they may be permitted, with permission of the building principal to miss the meeting.

c. Teachers assigned to two (2) buildings will not be required to travel back to School "A" from School "B" to attend a principal's meeting. The tentative meeting agenda will normally be distributed to teachers two

(2) days prior to the meeting. Disagreement with the content of the meeting agenda does not alleviate the responsibility for attendance.

The maximum length of the workday of a traveling teacher may be equal to but not greater than that of teachers in the building with the longest workday in which the traveler works.

The home school of the traveling teachers shall be the building wherein they are assigned for the majority of the time. In the case where a traveling teacher's time is equally split between two (2) buildings, the teacher may select his or her home school, and shall notify the administration of the selection.

d. The schedule for traveling teachers will be developed in such a manner that there is adequate time for the teacher to travel between buildings and for preparation upon arrival in the building. The duty-free lunch period and planning/conference time shall not be part of the travel time. Traveling teachers will not receive partial supervisions upon arrival in the buildings.

3. Except for after-student dismissal meetings as noted above, all after-student dismissal, evening, or weekend activities shall be voluntary. The school day may be adjusted, pursuant to Article XVI, for the purposes of scheduling evening parent-teacher conferences. Teachers shall be compensated for these adjusted days by the scheduling of a compensatory day. Supplemental contract duties do not excuse a person from participation in evening conferences, except when the building principal determines that such duty involves an inter-district event which cannot be rescheduled. All after-student dismissal/ evening supplemental duties shall be compensated according to Article XII.

4. Certified staff must attend open house. All high school guidance counselors must attend graduation of their home school. In the event that an unforeseeable circumstance arises in which the staff member has no control, they may be permitted, with permission of the building principal to miss the event. Traveling teachers are required to attend the open house where the majority of their day occurs. Certified staff will be permitted to submit time sheets for compensation for performing duties during the graduation ceremony. If a parent-teacher organization exists in the building, it is desirable that each teacher attend at least one meeting per school year. At the high school, the

pattern that exists for voluntary meetings be continued as recommended practice. No teacher will be sanctioned for his refusal to attend a particular event.

5. No special education program may exceed the "Ohio's Operating Standards for Schools Serving Children with Disabilities" for service provider ratios for delivery of services. If numbers exceed maximums, the district will follow the waiver provision pursuant to Ohio Administrative Code Section 3301-51-09. When a waiver is foreseen, the intervention specialist involved will be consulted in advance and alternatives to a waiver procedure will be implemented according to applicable law. If a waiver is obtained in accordance with the operating standards, Intervention Specialist in the affected-program will receive a stipend calculated in the same manner as provided for an "overload" student in a regular class.

6. The District will abide by the "Operating Standards for Ohio Educational Agencies Serving Children with Disabilities" adopted on July 1, 2008. The District will also abide by the "Policies and Procedures Agreement" adopted by the Board in October, 2009.

7. In-service related to increasing teacher effectiveness with students on IEPS, will be made available and, if held during the school day, required of all certified personnel. The time frame for in-service days held should match the established building times (when held in home buildings for everyone) or from 8:00 am until no later than 3:00 pm with one hour for a work free lunch (when the district gathers as a whole. Ex. Menu days).

8. Teachers who miss before/after school staff/tbt meetings or PD meetings, due to being on any type of leave will be responsible for the information they may have missed (provided to them by their building administrator), but will not be required to attend make up meetings.

   (A teacher performing a supplemental duty, who requests and is granted permission to miss any such meeting may be required to attend a make-up meeting at the administrator's request.)

C. Three (3) representatives designated by the Association and three (3) by the Superintendent shall meet and shall establish a school calendar for the coming year. Said calendar shall include such items as the number of days

of instruction, days of teachers' meetings, closing days, and professional meetings. The calendar is to be adopted by the Board. Teachers new to the district may be required to attend a half-day district-designed in-service program related to the use of technology in the classroom, during the day preceding the start date of other teachers. A change in the law or an emergency may necessitate a change in the calendar.

Prior to October 1 of each school year, the Association shall notify the Board as to the order of how calamity days will be made up as required by state law.

Included in the 182 day work calendar shall be three (3) records days. Teachers must report in-person to their building unless mutually agreed upon with their building administrator to work on grades, lesson plans, collaboration, and other work at the teacher's discretion. These days shall be scheduled on the last day of the first, second, and third quarters of the school year. There shall be no meetings scheduled on these days.

The scheduled records day following the third quarter may be used as a calamity day, if needed.

D. **SCHOOL YEAR** - The teacher school year shall include a maximum of one hundred eighty-two (182) workdays according to the school calendar which includes two (2) uninterrupted teacher workdays, one at the start of the school year, prior to student arrival, and one at the end of the school year, and up to two (2) parent-conference days. Teachers will not be required to report to work on any day declared as a calamity day for students. If a calamity day is declared for an entire building, teachers need not remain at work after being given permission to leave by the building administrator or students have been dismissed and left the building. The Technical Center shall be considered three (3) buildings for purposes of this Section.

Each Guidance Counselor will be able to work additional days before and/or after the school year begins or ends. These hours will be in their assigned building unless mutually agreed upon with their building administrator. Each Guidance Counselor shall receive their hourly daily per diem rate of pay. The following shall apply:

Middle School Counselors shall receive up to ten (10) days or seventy (70) hours. Additional hours may be requested from the administration on an as needed basis.

High School Counselors shall receive up to thirteen (13) days or ninety-one (91) hours. Additional hours may be requested from the administration on an as needed basis.

E. One-half day, as used in this Contract, shall be no more than fifty percent (50%) of the time frame in Item B above.

F. The following bargaining unit members shall be considered as being assigned to the central office, under the direct supervision of the Director of Pupil Services: Psychologists, ESL Teachers, School Nurses, Speech and Language Pathologists, and Occupational Therapists.

1. The normal workday for these employees shall be equivalent to the workday of the building where they are normally working and shall not exceed the longest workday of members of this bargaining unit.

2. Extended day supplemental contracts are required for those employees whose workday routinely exceeds this, pursuant to the past practices and customs of the district.

G. **STUDENT SCHOOL DAY** – For all grade levels and buildings, the student day shall be no more than six hours and forty-five minutes per school day.

ARTICLE VI

TEACHING LOAD, ASSIGNMENTS, AND CLASS SIZES

* PLEASE REFER TO APPENDIX VII, SECTION A. ELEMENTARY SCHOOLS COULD AT THE DISCRETION OF THE ADMINISTRATION, OPERATE UNDER A PILOT PROGRAM DESCRIBED ON APPENDIX VII ONLY FOR THE 2024-25 AND 2025-26 SCHOOL YEAR. PRE-SCHOOL TEACHERS ARE EXEMPT FROM THIS PILOT. ALL OTHER LANGUAGE NOT ADDRESSED IN APPENDIX VII SHALL REMAIN CURRENT CONTRACT LANGUAGE.

A. ELEMENTARY SCHOOLS (GRADES PRE K-5)

1. Teachers shall not be used in a supervisory capacity during the school day for noon hour playground duty.

2. The maximum teaching day for any elementary school teacher shall be three hundred fifteen (315) minutes per day (less the time of specialists).

   Pre-school teachers shall be assigned no less than 150 minutes per week of planning/conference time. All other provisions of this Agreement addressing K-5 teachers shall be applicable to pre-K teachers.

   Planning/conference time shall be in blocks of time no less than fifteen (15) minutes. After school dismissal does not count toward that total. An elementary teacher shall receive no less than two hundred and twenty (220) minutes per week of planning along with a thirty (30) minute PLC.

3. Coverage or assistance from certified/licensed personnel shall be provided when a pre-school teacher is required to perform pre-scheduled legally-required formal, systematic observations of incoming preschool children suspected of having disabilities, individually administered state-mandated assessments of currently enrolled preschoolers, and/or attend MFE/IEP meetings during normal classroom instructional time.

4. Classroom teachers shall not be required to remain in the classroom when a teacher certified/licensed to teach in special areas is in charge, unless such classroom teacher is required for program continuity. If the special teacher uses the teacher's classroom for instruction time, space should be provided for the classroom teacher to do planning; however, there will be no required addition or changes to the physical plant.

B. GENERAL PROVISIONS FOR SERVING STUDENTS ON IEPs

1. Least Restrictive Environment (LRE) Requirements.

   A. Each school district must ensure that:

      1) To the maximum extent appropriate, children with disabilities are educated with children who are not disabled, and

      2) Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

      3) A continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.

2. When determination is to be made as to the least restrictive environment for a disabled student with an IEP, the IEP team will make that determination. When the entrance of that pupil into a class causes above normal time requirements on any classroom teacher (academic, nonacademic, and laboratory), efforts will be made to assist the teacher by reduction of class load, a trained classroom aide, or some other mutually acceptable alternative. When questions arise regarding the distribution of students among the available classrooms, the teacher will bring the issue to the attention of the building principal who will attempt to resolve the problem. If in the opinion of the teacher the resolution is not satisfactory, the teacher schedule review board will be used as a review vehicle. The same procedure is to be used at all levels.

3. For both scheduling and compensation purposes, all students on IEPS spending the majority of the student day in a self-contained special education classroom will be considered as a 2.0 FTE student when participating in the regular education classroom.

4. When students on IEPs are to be assigned to regular education classrooms, volunteers will be sought among appropriate teachers. In

the absence of volunteers, such students will be distributed equally among the appropriate teachers to the extent possible.

5. The same class size caps as a regular academic class will apply in co-teaching classes; as such classes are defined in paragraph 9, a., below. Compensation shall be provided to the regular education teacher in accordance with this article for those students that exceed these caps.

6. When a waiver for exceeding class size is foreseen, the teacher involved will be consulted in advance and alternatives to a waiver request will be explored and implemented to the extent feasible. If a waiver is obtained, the teacher in the affected unit will receive a stipend calculated in the same manner as provided for an "overload" student in a regular class.

7. In-service related to increasing teacher effectiveness with students on IEPS will be made available and, if held during the school day, required of all certified/licensed personnel.

8. Intervention specialists responsible for providing tutoring services shall have workloads consistent with those of cross-categorical service providers.

9.a. For purposes of this agreement, co-teaching involves an intervention specialist and regular education teacher educating IEP students in a "regular education classroom" both teachers will work in an instructional capacity with the IEP students and other students on instructional activities. Students in such classes are not weighted.

In the event that it is necessary to create a content area co-teaching class, current policies regarding voluntary and involuntary reassignment or transfer within a building shall be followed. In the absence of volunteers for co-teaching assignments, the intervention specialist or regular educational teacher informed of such an assignment shall also be informed, in a timely fashion, as to where he/she may obtain training and/or in-servicing in the co-teaching delivery model.

b. If a student is on an IEP and spends the majority of his/her day in a self-contained special education classroom, and such student (with one or more of the following identified disabilities: CD, ED, MH, OH,

or VI) is educated in a regular education classroom that student is weighted as 2.0 FTE for both class size calculations and compensation, as provided in this article.

Reasonable attempts will be made to schedule no more than two (2) students requiring formal intervention services for identified behavioral/emotional disabilities (ED) in a regular education content area class setting at any one time.

The Board shall take the composition of the class into account with respect to assignment of aides to cross-categorical classrooms. This general practice is drawn from OAC 3301-51-09(G)(3).

The Board shall continue to take into account the needs of special and regular education students as class schedules are developed. The Board shall continue to follow State Standards regarding class size where identified students are educated in a regular education classroom.

c. Situations may arise that involve the placement of a student with an IEP (with one of more of the following identified disabilities: CD, SED, MH, OH, VI, OR OHI) into a "regular education classroom," provided the student does not have supportive services from an special intervention specialist, for one or more class period and who does not come from the self-contained special education classroom. In that event, the IEP Team shall determine if the student with the IEP in that circumstance shall be weighted. If the team decides to weight, the student shall be considered the same for class size and compensation as in paragraph b, above. The IEP Team shall consider the following general areas in making its determination:

   -- Academic needs
   -- Adaptive behavior
   -- Behaviors
   -- Supportive services
   -- Special needs
   -- Regular classroom profile

   When a teacher has a question regarding a student with another disability and whether that student should be weighted the teacher schedule review board may be used as a review vehicle.

d. For the purposes of this agreement a self-contained special education classroom is a class in which the intervention specialist is the sole provider of academic instruction in one or more of the following primary content areas: language arts, math, science, and history/SS.

e. For the purpose of this article, "Regular education classroom" includes all "non-special education" classes except home ec., shop, phys. ed., shorthand, typing, art, music, driver training, and keyboarding.

f. Regardless of weight, lab classes may be scheduled to maximum capacity.

g. No additional weighting will be accorded to a student who leaves a "regular education classroom" to receive instructional services in a resource/ intervention room for special education support services. If a student's regular placement is in the "regular education classroom" and the student receives tutoring/supportive services in that regular classroom setting, no additional weighting will be accorded that student.

10. Every attempt will be made by the District to evenly distribute the assignment of students who require alternative assessment among intervention specialists within each building.

    Determination of a student's need to participate in an alternative assessment, as opposed to participating in state assessments, shall be made by the IEP team at an IEP meeting.

11. Regular education teachers with the responsibility for IEP implementation will be provided with a copy of the IEP by the IEP team, advised as to what they are responsible to do to help achieve IEP goals and objectives and advised who they should talk to, fellow teacher or administrator, if they have questions or concern about IEP implementation, in a timely fashion. Intervention specialists are responsible for sharing with direct service aides and their regular education colleagues updates they receive from the District regarding special education law and regulations.

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

a. Regular education teachers and intervention specialists and related service providers (as applicable) responsible for implementation of goals and objectives on an IEP will be notified of the IEP meeting in time to provide input on goal and objective completion for that year and goal and objective development for the following year.

b. The intervention specialist with IEP responsibility will be in contact with the responsible regular education teachers, including specialists, in advance of the meeting to secure their input as noted above.

c. Compliance with re-authorized IDEIA is satisfied by a general education teacher's attendance and participation at the IEP meeting in accordance with the operating standards. The intervention specialist with IEP responsibility will attempt to schedule attendance by the regular education teacher with the most significant contact with the student. Where uncertainty exists as to that person, the intervention specialist will make the determination.

d. If an IAT, IEP, or MFE meeting must be scheduled before or after the teacher day to accommodate parent attendance, or during a teacher's conference/planning/duty-free lunch period, those teachers who are required members, or whose attendance is requested by the administrator will be compensated at the negotiated hourly compensation rate of Article XII (F) (4).

e. After the IEP is completed, the intervention specialist will insure that all IEP team members for the following school year receive a copy of the IEP and "IEP At A Glance" and are aware of the location of other relevant materials, for example, multi-factored evaluations, for each student for whom the staff member(s) will have program responsibility.

f. Intervention specialists will be provided four (4) release days, within the school building, 1 each grading period, for the preparation of IEPs and quarterly progress reports. A substitute teacher may be provided, as determined by the building administrator.

a. Substitute coverage is required for self-contained intervention specialists

1. Only one self contained intervention specialist per building, per day, can request substitute coverage

2. If substitute coverage is unavailable on a given day, the self contained intervention specialist must reschedule the day.

b. Unused release days cannot be carried over to the following quarter.

g. Intervention specialist can be required to write IEPs up to Ohio's Operating Standards for Schools Serving Children with Disabilities ratio requirements for students for whom they do not otherwise have instructional responsibility. Any bargaining unit member who writes the IEP for an identified student over the Ohio Operating Standards ratio requirements, only as a consultant and not as the teacher of that child, shall receive eighty-five dollars ($85) per IEP, per year.

h. Intervention specialists will provide support for a student on an IEP in any setting in accordance with the student's IEP.

13. The Board will explore the possibility of offering K-1 transitional class in every elementary building.

14. Medically fragile students who are technology-dependent will have appropriate medical personnel available. No teacher will be required to assist a student with nursing tasks.

C. ELEMENTARY REGULAR EDUCATION CLASS SIZES

a. Subject to paragraph b below, for staffing purposes, the maximum class size is twenty-five (25) in grades K-3 and thirty (30) in grades 4 and 5. Classes first shall be scheduled near the end of the preceding school year at two (2) below these numbers and shall be staffed at those numbers if increasing to the maximum would result in a reduction-in-force in the elementary grades. (However, movement of a teacher from one assignment or building to another due to class numbers shall not be considered a reduction-in-force.) A decision to

increase the class size numbers from twenty-three/twenty-eight (23/28) for staffing purposes should be made as late as practicable, while still permitting appropriate scheduling of students.

b. One (1) additional student may be assigned to a teacher at the overload pay rate set forth in the Board-WETA Agreement if it would otherwise be necessary to employ additional teachers, add to the physical plant or open a closed facility, redistrict attendance zones, form a split or a new class after the first twenty (20) school days of the semester, or move or eliminate an existing program after August 1 of the school year. In addition to being assigned a student, a teacher may voluntarily agree to an overage of one (1) or two (2) students at the overload pay rate.

2. ELEMENTARY REGULAR EDUCATION CLASS SIZES WHERE THERE ARE STUDENTS ON IEPS SPENDING THE MAJORITY OF THE STUDENT DAY IN A SELF-CONTAINED SPECIAL EDUCATION CLASSROOM

a. When students on IEPs are to be educated in a regular education classroom, volunteers will be sought first among appropriate teachers. In the absence of volunteers, the assignment where students on IEPs are educated with their non-disabled peers shall be rotated among appropriate teachers.

b. For overload compensation purposes, the number of students in classes including students on IEPs as described in paragraph 3(a) above in grades K-3 shall be twenty-three (23), with twenty-eight (28) for overload compensation purposes in grades 4 and 5. These numbers include students as described in paragraph 3(a) above; each of whom shall be counted as 2.0 FTE. Their FTE shall be multiplied by the amount of contact time with a teacher to determine the compensation. As an example, a first grade class with twenty-one (21) regular education students and one student on an IEP is a class size of twenty-three (23). Where two (2) students on IEPs are assigned to the class at the same time, and where nineteen (19) regular education students are in the class, the class size in the first grade would be twenty-three (23).

c. The total maximum of students (FTE) at any one (1) time in a regular education classroom with students on IEPs spending the

majority of the student day in a self-contained special education classroom K-3 class may be twenty-seven (27) and thirty-two (32) in grades 4 and 5. Such additional students over 25/30 FTE may be assigned at the overload pay rate if, to limit class size to twenty-three (23) (twenty-eight [28] in grades 4 and 5), it would be necessary to hire an additional teacher, add to the physical plant, open a closed facility, redistrict attendance zones, form a split, a new class after the first twenty (20) school days of a semester, or move or eliminate an existing program after August 1 of the school year. Before the Board invokes the option set forth in this paragraph with respect to FTE class sizes in regular education classrooms with students on IEPs spending the majority of the student day in a self-contained special education classroom, the Assistant Superintendent shall advise the WETA President of the situation and consult with the WETA President or her/his designee about the matter.

d. Overload students shall be assigned in reverse order of teacher seniority, i.e., the least senior teacher will be assigned the first overload students. When the option exists, it is preferable to assign a student overload than to form a split class, but either or both options may be utilized prior to hiring an additional teacher.

e. In instances where teachers "trade" classes to teach different subjects, a student on an IEP spending the majority of the student day in a self-contained special education classroom shall be counted at 2.0 FTE for only one of the teachers.

f. A teacher with students on IEPs spending the majority of the student day in a self-contained special education classroom may accept overload students, as may other teachers.

g. When a student who has been in a class as a regular education student is assigned a weight as a result of the weighting team process described elsewhere, the student shall remain in the class regardless of the number of students in that class, but the teacher shall be paid at the overload rate for regular education classes having students on IEPs spending the majority of the student day in a self-contained special education classroom, i.e., over 23 FTE students in grades K-3 and over 28 FTE students in grades 4-5, with respect to that student effective with the first day of the weighting determination.

h. Overload pay in regular education classrooms where students on IEPs spending the majority of the student day in a self-contained special education classroom classes shall start with the 24th FTE student in grades K-3 and the 29th FTE student in grades 4-5. An example of the agreed calculation method follows:

In a grade 1 class with twenty-three (23) regular students and two (2) OH students, each in the class for thirty (30) minutes per day and at the same time (one hundred fifty [150] minutes per week):

Weighting class size:
27 – 23 = 4
150/1,475 = .10 x $1,000/semester = $100 x 4 FTE students = $400/semester

3. **SPLIT CLASSES**

a. No split classes shall exceed twenty-three (23) pupils in Grades 1, 2, 3; or twenty-eight (28) pupils in Grades 4-5. A split class may not accept additional students.

b. The administration will involve teachers in the decision process with respect to the creation of split classes. The District will make every reasonable effort to avoid split classes which may result in larger class sizes in single classrooms.

c. Reasonable effort shall be made to avoid split (combination) classes in the elementary grades. If a split becomes necessary, consideration shall be given to the suitability of the students for independent work when they are selected for inclusion in the class.

d. Split classes will only be utilized at the elementary level to avoid the need for additional facilities.

4. **ELEMENTARY ASSIGNMENTS**

a. No K-5 grade teacher will be assigned more than fourteen hundred seventy-five (1475) minutes per week of pupil contact time (instructional and supervisory time). No sixth grade teacher

will be assigned more than fourteen hundred sixty (1460) minutes of student contact time.

b. When the administration is making student classroom assignments of an elementary student, the administration will give serious consideration to teacher recommendations regarding student placement.

c. A classroom teacher or intervention specialist who brings her/his class to the library/media center is required to remain with said students in that location and to continue to provide instructional support and assistance to said students in that location.

5. **SPECIALISTS** - It is the intent of the administration as indicated in Section I to provide for specialist teachers as listed below, in accordance with the following minimum ratios in each area:

a. **RATIOS**

(1)	Vocal Music	1:500 pupils*
(2)	Physical Education	1:500 pupils*
(3)	Art	1:500 pupils*
(4)	Instrumental Music	1:100 pupils*
(5)	Speech	
	LANGUAGE PATHOLOGISTS	1:2000 pupils (1:60 qualified)
(6)	Psychologists	1:2500 pupils
(7)	Reading Specialists	1:1000 pupils
(8)	School Counselors	1: 700 pupils
(9)	Nurses	1:2000 pupils
(10)	Librarians/Media Specialists	1:2000 pupils**
(11)	Such other specialists as may be required by State Minimum Standards in such ratios as are required.	
(12)	ESL Tutors	(Per ODE Standards)

*(1), (2), (3), and (4) refer to elementary only.
** (10) only applies to secondary schools.

b. No specialist position will be eliminated that results in a reduction of the intended ratios listed above.

c. **TEACHER DAY** - The maximum teaching day for any elementary teachers serving as specialists shall be three hundred fifteen (315) minutes per day.

d. **CONTACT TIME** - No K-5 grade specialist teacher will be assigned more than fifteen hundred seventy-five (1575) minutes per week of pupil contact time (instructional and supervisory time). The same limit shall apply to elementary specialist teachers involved with sixth grade students if the sixth grade is organized on the elementary model. No sixth grade specialist teacher (unless operating on the elementary model) will be assigned more than fifteen hundred seventy-five (1575) minutes per week of student contact time.

e. **CONFERENCE TIME** - An elementary Specialist, including nurses, shall receive no less than two hundred twenty (220) minutes per week of planning/conference time. This amount includes any time the teacher spends outside the classroom due to the presence of a specialist teacher.

f. **CLASS LOAD** - Specialist teachers in grades K-5 shall be assigned an elementary load of a single class plus any students assigned in accordance each student's IEP. Class sizes for specialist classes shall not exceed thirty-two (32) students in grades K-3 and thirty-five (35) students in grades 4 and 5. Students in specialist classes shall not be weighted.

g. For both scheduling and case loads of speech pathologists, a student with severe language delay as determined by the IEP team shall be considered 2.0 FTE when participating in speech.

h. Specialists will be assigned no more contact time, inclusive of travel time, if any, than is permitted of other teachers in the respective building.

i. To the extent feasible without a change in minutes of student contact time or preparation time for teachers or specialists, a break/passing time will be provided for specialists between sections at the elementary level, inclusive of 6th grade where applicable. The teacher schedule review Board may be used as a mechanism to study such feasibility.

j. When a specialist (music or P.E.) is assigned a teacher's class and the class has one or more "overload" students for which the teacher is being compensated, the specialist will also receive a stipend of seventy dollars ($70) per semester that each such student is in the specialist's class, provided that the specialist teacher shall receive the greater of this amount or the amount determined in the next two (2) paragraphs.

When specialist teachers in grades K-5 have classes which include both regular and one (1) or more students on IEPs with one (1) or more of the following disabilities—MD, ED, ID, OH, AU or VI--the teacher will be compensated at a rate of seventy dollars ($70) for each student per semester when the class exceeds twenty-five (25) students in grades K-3 and 30 students in grades 4 and 5 for physical education and music classes or will receive the compensation provided for in the paragraph above, if eligible, whichever is greater.

For each excess FTE student in Grades K-6 (self-contained special education classrooms) and Grades 6-12 (subject specific classrooms) assigned to a teacher as of the tenth student day of each semester, there shall be a stipend to the teacher of one thousand dollars ($1,000) per semester/seventy dollars ($70) flat rate for specialists.

k. When an aide is provided in special education classes, said aide will be provided as scheduled by the intervention specialist. This shall not require the Board to hire additional aides.

l. Music teachers shall meet on an annual basis with representatives of the administrative staff to discuss the allocation of teaching assignments in the music area for the following school year; teacher attendance at this meeting is not mandatory. The purpose of this meeting is to develop a plan for the allocation of current staff for the coming school year, in such a manner that the maximum utilization of current staff can be achieved.

m. The District shall assign a cooperating art teacher at .60 FTE.

D. SECONDARY SCHOOLS (GRADES 6-12)

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

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

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

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

   c. The standard for middle and high schools will be a maximum of one hundred fifty (150) to one hundred sixty (160) students per day within a five (5) period day subject assignment. For middle and high school teachers with a six (6) period day subject assignment, the desired maximum numbers of students per day shall be one hundred and seventy (170), provided that non-academic classes such as music and physical education may be higher. Beginning with the 2012-13 school year, a high school teacher may be assigned six (6) teaching periods per day and no more than thirty (30) student contact periods per week.

      If class size goes over the one-hundred seventy (170) the following scale will be used for overage payment:

171-175 students	$200 per student
176-180 students	$300 per student
181-185 students	$400 per student
186-190 students	$500 per student
191-195 students	$600 per student
196-200 students	$700 per student

      Teachers who are assigned six teaching periods at the secondary level will be paid a stipend of one thousand dollars

($1,000.00) per semester for such assignment. This sixth teaching period must be instructional in nature defined as any regularly scheduled block of time during which a teacher provides instruction to students in a course of study approved by the Board of Education. This shall include any scheduled block of time that a member is asked to provide instruction and/or tutoring of a student(s).

During the spring of the 2011-12 school year and each spring thereafter, the secondary building administration will send an email and canvas faculty members in each building to determine which faculty members will volunteer to take on a sixth assignment for the following school year. WETA President shall be copied on the emails. These volunteer assignments will be given to the most senior teacher first. If there are insufficient faculty volunteer, then the secondary administration will make the assignment of six (6) teaching periods based on seniority i.e., teachers with less seniority in the affected area of licensure will receive the sixth assignment.

The athletic director at the middle schools will not be subject to a sixth (6^{th}) teaching assignment.

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

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

3. Each Career-Technical Education program shall consist of no fewer than nine hundred (900) instructional hours. Programs

may exceed this minimum requirement as determined by curriculum design, credentialing standards, or regulatory guidance.

4. **SECONDARY REGULAR EDUCATION CLASS SIZES**

a. For staffing purposes, the maximum class size is thirty-two (32) in grades 6-12. Classes first shall be scheduled near the end of the preceding school year at three (3) below these numbers and shall be staffed at those numbers if increasing to the maximum would result in a reduction-in-force at the secondary level. (However, movement of a teacher from one assignment or building to another due to class numbers shall not be considered a reduction-in-force.) A decision to increase the class size number from twenty-nine (29) for staffing purposes should be made as late as practicable, while still permitting appropriate scheduling of students.

b. One (1) additional student may be assigned to a teacher at the overload pay rate set forth in the Board-WETA Agreement if, as a result, it would otherwise be necessary to employ additional teachers, add to the physical plant or open a closed facility, redistrict attendance zones, form a new class after the first twenty (20) school days of the semester, or move or eliminate an existing program after August 1 of the school year. In addition to being assigned a student, a teacher may voluntarily agree to an overage of one (1) or two (2) students at the overload pay rate.

c. WETA and the Board agree that no more than one hundred seventy (170) students enrolled in programs in Willoughby Eastlake schools may be enrolled in any school year in the Bridge to Success ("BTS") program. WETA agrees that it will not dispute the status of the current four faculty members at BTS. Should the BTS program require additional licensure areas the Board will post the positions for WETA members who shall be employed on a supplemental contract and paid at the hourly rate set forth in Article XII (i).

5. Secondary regular education class sizes with students on IEPs spending the majority of the student day in a self-contained special education classroom.

a. For overload compensation purposes, the number of students in classes including students on IEPs as described in 4 shall be thirty (30). These numbers include students on IEPs as described in 4 above; each of who shall be counted as 2.0 FTE (regardless of the amount of time the student actually spends in the class). As an example, a ninth grade science class with twenty-seven (27) regular education students and one student on an IEP spending the majority of the student day in a self-contained special education classroom is a class size of twenty-nine (29). Where two (2) mainstream on IEPs spending the majority of the student day in a self-contained special education classroom are assigned to the class at the same time, and where twenty-five (25) regular education students are in the class, the class size would be twenty-nine (29).

b. The total maximum of students (FTE) at any one (1) time in a secondary regular education class having students on IEPS spending the majority of the student day in a self-contained special education classroom shall be thirty-two (32). Such additional students over thirty (30) FTE may be assigned at the overload pay rate if, to limit class size to thirty (30), it would be necessary to hire an additional teacher, add to the physical plant, open a closed facility, redistrict attendance zones, form a new class after the first twenty (20) school days of a semester, or move or eliminate an existing program after August 1 of the school year.

c. Before the Board invokes the option set forth in paragraph 12 above with respect to FTE class sizes in classes having students on IEPs spending the majority of the student day in a self-contained special education classroom, the Assistant Superintendent shall advise the WETA President of the situation and consult with the WETA President or her/his designee about the matter.

d. When a student who has been in a class as a regular education student is assigned a weight as a result of the weighting team process described elsewhere, the student shall remain in the class regardless of the number of students in that class, but the teacher shall be paid at the overload rate for classes, having students on IEPs spending the majority of the student day in a self-contained special education classroom, i.e., over 30 FTE

students in the secondary grades, with respect to that student effective with the first day of the weighting determination.

e. Any student assigned weighted status for an identified disability prior to the 2006-2007 school year shall continue to receive the same weighted status until the IEP team determines that the student no longer qualifies for services which require weighting or until the student is dismissed from special education services.

f. The maximum class size for classes that, according to the course of study, are for the purpose of meeting minimum competency based testing and state proficiency tests shall be thirty (30).

g. A teacher in grades 6-12 shall receive pay for excess class load in one (1) of three (3) alternative ways:

- Two Hundred Dollars ($200) for each student defined above as an overload student, or
- Two Hundred Dollars ($200) for each class which exceeds thirty (30) students, when the teacher has at least three (3) such classes in a five (5) period day, or
- Two Hundred Dollars ($200) for each student over a total of one hundred fifty (150) students in five periods in a day.

The alternative selected to determine the proper pay shall be that which produces the maximum pay for the overload teacher. Class size restrictions for calculation of overload pay shall be based only on academic classes taught by the teacher. In the event a student withdraws from a class, thus reducing the number of students for which overload pay has occurred, another student may be placed into the class without added pay.

h. Overload pay in classes having students on IEPs spending the majority of the student day in a self-contained special education classroom in secondary schools shall start with the 31st student.

i. "Academic class" shall be defined as all classes other than laboratory, performing groups, and physical education classes. Non-academic classes and class load restrictions are:

Course	Class Size

*Physical Education	40
Shop, Home Economics, and Career Tech/Tech Prep	26
Music (non-elective)	40
Art (non-elective)	35
Driver Training	Coordinated at building level
Shorthand I and II	Coordinated at building level
Keyboarding	Coordinated at building level

*The class size limitations for physical education will be followed, provided the district has the physical facilities to comply with the restriction.

j. No teacher involved in departmentalized instruction shall be required to maintain more than three (3) preparations unless a greater load is voluntarily accepted by the teacher. If multiple levels of the same course are established, they shall be considered separate preparations. Assignments for HPE, music, special education, and other similar type of assignments shall be excluded from these restrictions.

k. All laboratory classes such as art, computer science, chemistry, and physics will not exceed the number of students and teacher units for which the lab or facility was designed, with a view toward making the labs consistent with good educational and safety factors. (This also applies to elementary science labs.) Physical education classes shall also be designed to be consistent with safety factors.

l. Large group instructions, team teaching, small group teaching, performing groups, and all other teaching "innovations" will be taken into consideration and the class size figures agreed to will be altered to suit the best interests of the students' educational needs. These will be altered only after such "innovations" have been thoroughly discussed by the principal and teacher or teachers who have willingly agreed to work under the changed conditions.

m. Study hall assignments shall be limited to no more than eighty (80) students for every certificated employee working on that assignment.

n. The Administration shall retain the sole and exclusive right to determine the number of periods within the scheduled school day, provided that there are no more than nine (9) periods in a day and that no period is longer than forty-five (45) minutes in length. Upon the decision of the Administration this provision (n), could be waived for teachers 6-8 in order to allow for team teaching.

o. A classroom teacher or intervention specialist who brings her/his class to the library/media center is required to remain with said students in that location and to continue to provide instructional support and assistance to said students in that location.

p. Reasonable effort will be made to distribute student load at the secondary level equally among teachers of a department, with due consideration given to variables such as type of course.

E. GENERAL PROVISIONS FOR WEIGHTING

1. With respect to the weighting process for a student on an IEP spending the majority of the student day in a self-contained special education classroom who has not previously been included in a regular education setting, the regular classroom teacher who believes one of her/his students should be weighted is responsible for providing, to the weighting review team, written documentation which supports his or her request. The documentation shall be provided on a form (See Appendix) developed by the Director of Pupil Services and shall provide data to support the teacher's contention that because the special education student requires additional work, the student deserves to be weighted. The weighting review team will be composed of members of the IEP team plus such additional persons as the team deems necessary, but including the current classroom teacher and the prior year's classroom teacher where feasible. The weighting review team will consider the supporting documentation provided by the classroom teacher. The team will try to brainstorm solutions and will reach its decision on weighting in a consensus fashion. The weighting review team will not engage in voting.

   The following procedures will be used when considering a student for weighting:

a. The teacher who serves the student requests in writing a meeting to consider weighting the student.

b. Within thirty (30) days of the teacher's written request, the Principal convenes the team. The team should include members of the IEP team who have knowledge of the student and the rationale for the current placement, the school psychologist, related service personnel, the classroom teacher, and others who have worked with and have knowledge of the student, and staff members who are expected to provide services to the student.

c. The teacher who requested the meeting should present the documentation that supports the consideration of weighting the student.

d. The team decision should be based on consensus.

e. Within sixty (60) days of the teacher's written request, the team's decision will be implemented. If a student is to be weighted, the team decision should be sent to the Assistant Superintendent and the Director of Pupil Services.

f. The placement and determination to weight a student should be reviewed on an annual basis.

2. The date to be used for calculation of class size will be the first full week of October for the first semester, with class sizes for the second semester established by the tenth student day.

3. The Board and WETA agree that students on IEPs spending the majority of the student day in a self-contained special education classroom do not count as two in co-teaching classes.

F. **TEACHER SCHEDULE REVIEW BOARD** - In the event a teacher feels that he/she has an unreasonable schedule, workload requiring extraordinary preparation and planning and/or service responsibilities or a class size problem, inclusive of a class size which creates safety hazards because of the capacity of the facility, he/she may ask for, and will receive, a hearing of his complaint by a Teacher Schedule Review Board. The teacher will submit to the President of WETA a written request for a Schedule Review Board. The President of WETA shall notify the Superintendent.

The Schedule Review Board shall consist of three (3) teachers selected by WETA who are not involved in the conflict and three (3) administrators appointed by the Superintendent who are not involved in the conflict. The Review Board shall, upon request of the teacher(s), conduct hearings and issue a report and recommendation on such problems to the teacher(s) and Superintendent.

The teachers and administrators shall each appoint one of their members to co-chair the proceedings. Co-chairpersons will be responsible to establish and maintain time limits and to report on the proceedings. Copies of this written report shall be sent to the teacher(s) who initiated the Schedule Review Board, the Superintendent, the President of WETA, and the principal(s) of the school(s) affected by the issue. This report shall be completed within ten (10) school days following the final Review Board Hearing.

The implementation of the Teacher Schedule Review Board shall represent a mutually agreed extension of grievance time limits for any related grievable issue.

G. PLANNING/CONFERENCE TIME (PCT)

1. Professional Learning Community (PLC) time will be scheduled weekly for teachers to collaborate with their peers. Scheduling could be accomplished by an "early release" or "delayed start" to create a weekly 45 minute PLC block.

2. Every 6th PLC time will be a planning period to make up for any lost planning minutes due to a "delayed start" or "early release".

3. A teacher with a PCT period during the first period of the day must be at school at the beginning of the teacher's work day, unless the building principal agrees otherwise. As well, a teacher with a PCT period during the final period of the day is expected to be in the building at dismissal, unless the building principal agrees otherwise. A teacher with a supplemental contract with the district and a final PCT period may perform such supplemental duties during that period, including duties at another district site.

4. Meetings, telephone calls, and emails to parents or guardians during PCT are not eligible for added payment, unless it is an IAT, IEP, or

MFE meeting; however a teacher is eligible for period payment where she/he is scheduled to take part in any meeting with a parent during such period where the meeting is scheduled by someone other than the teacher. Prior to scheduling a meeting during a teacher's PCT, the individual will consult with the teacher and try to reach agreement on the scheduling of the meeting.

5. Teachers may leave the building during their PCT to attend to personal business provided the building administrator is informed of these absences in person, via email, or phone. "Personal business" does not include any activities for profit or for another employer.

6. Pay will not be made for any part of a teacher's day while on field trips, except for lunch, and then only when the teacher cannot obtain other persons to supervise students on the trip.

H. PUPIL SERVICES

1. Pupil services shall include the following: nurses, occupational therapists, speech language pathologists, psychologists, audiologists and ESL teachers. Evaluations shall be conducted annually by the pupil services director or appropriate administrative designee.

2.a. Upon a general consensus of staff within a pupil personnel department and upon a timely request of the staff, an opportunity for input to the administration concerning scheduling and building assignments will be provided.

b. This shall neither require alteration of current schedules or assignments nor shall it require negotiations over scheduling and assignments.

c. This provision shall not preclude an individual from discussing his/her schedule and/or building assignment with the administration.

d. Meetings held pursuant to this section shall not be considered as one of the meetings as per Article V, B, 2.

3. All pupil services including nurses will have a minimum of forty (40) minutes uninterrupted duty-free lunch period, excluding passing time.

4. All pupil services shall receive a minimum of one hundred-fifty (150)

minutes of planning/conference per week.

5. All Occupational and Speech Language Pathologists will receive four (4) release days, within the school building, 1 for each grading period, for the preparation of IEP's and quarterly reports.

6. If an IAT, IEP, or MFE meeting must be scheduled before or after the pupil services members day to accommodate parent attendance, or during a pupil service members planning/conference and/or duty-free lunch period, they will be compensated at the negotiated hourly compensation rate per Article XII (F) (4).

I. SUBSTITUTION

1. In the event that regular substitutes are not available or a teacher's class needs to be taken over in an emergency, teachers may volunteer to serve as period substitutes during their regular preparation period. Except in the event of an emergency, intervention specialists will not be used for substitute duty in another class.

2. The administration may assign a regular teacher as a substitute teacher under the following circumstances:

   a. Where no regular or listed substitute is available.

   b. In the event a teacher's class must be taken over in an emergency.

   c. Where no qualified teacher volunteers.

   Such assignments shall be made from available teachers within a building on a rotating basis.

3. Any teacher will be paid at the rate of thirty-five (35.00) dollars per hour of coverage for assuming substitute teaching duties during their lunch or planning period. For the purposes of this section, a teacher is also considered to be a substitute when another teacher's class is given to the teacher in addition to the teacher's regular class. When there is no substitute available and it becomes necessary for teachers to absorb another teacher's students into their current class, they will be paid at the rate of two dollars and fifty cents ($2.50) per hour per student.

4. If it becomes necessary for speech language pathologists or occupational therapists to absorb the caseload of another speech language pathologist or occupational therapists for any reason, the affected speech language pathologist or occupational therapists will be paid at the rate of forty dollars ($40.00) per additional student per semester where the receiving pathologist's/therapists resulting case load exceeds the negotiated limit. If an extenuating circumstance exists, the director of pupil services will consider the pathologist's/therapists request for additional release time.

5. In "low incidence" classes or other special needs classes where aides are usually provided, a substitute aide will be provided when said aide is absent from duty, providing a substitute aide is available.

6. In "low incidence" classes or other special needs classes where nurses are usually provided, a substitute nurse will be provided when said nurse is absent from duty, providing a substitute nurse is available.

7. Every reasonable effort shall be made to avoid using intervention specialists for substitute duty in another class.

J. GENERAL

1. As indicated above, the administration agrees that every effort will be made to comply with the above-stated class size and specialist standards, however, it is agreed that final compliance with these guidelines rests within sound discretion of the administration except where specific limits are identified.

2. It is understood the district financial condition, neighborhood situations, needs of teachers, parents, and children are prime elements the administration considers before it renders final decisions.

3. There will be no subcontracting of existing bargaining unit positions. This shall not be interpreted to restrict the use of courses or activities offered through non-district agencies or personnel.

4. Teachers may have, if they desire, input regarding class groupings/schedules and assignments. At the elementary level in consultation with teacher representatives, the building principal will

attempt to allocate the assignment of special education students in an equitable manner.

5. Job Description Committee – Agreed upon job descriptions shall be displayed in this contract. (See Appendix VII) any changes therein are subject to negotiations between a job description committee appointed by the WETA and Administration.

ARTICLE VII

VACANCY, TRANSFER, AND REASSIGNMENT

A. VACANCY

1. A vacancy is defined as a bargaining unit position that is or will become available on or before the beginning of the next school year. Except as otherwise provided in this Agreement, the Board is not required to fill any vacancy. If the Board intends to fill the vacancy it will be posted within thirty (30) working days of knowledge of the vacancy; otherwise the Board will notify the Association of its intent not to fill the vacancy. This shall not prevent the Board from subsequently deciding to fill the vacancy. In the event the vacancy is not filled, specific reasons will be provided the Association.

   A vacancy arising on or after July 10 may be posted or may be filled for the remainder of that year by a temporary employee and if to be filled for the following year treated as a vacancy and so posted in a timely manner.

2. A timely dated, official posting of all known vacancies shall be made in each building with copies sent to the President of the Association. They should be dated as to when to be posted in buildings. No vacancy shall be filled except in case of emergency and on a temporary basis, until it has been posted for at least five (5) teacher work days during the school year, or five (5) calendar days during the summer. (For example, an emergency may be considered to exist if the vacancy is not filled two (2) weeks before the first student day of each semester; for purposes of posting, summer shall begin the first day after teachers' last school day and end July 31.

3. When a position is vacant for reasons other than a lay-off, and there is a teacher on lay-off who is licensed to be recalled to said position, no

posting is required. In the event that more than one laid off teacher qualifies for the positions, said positions shall be offered first to the most senior laid off teacher. A person whose position (certification/licensure) is eliminated or who fails to maintain his/her certification/licensure, does not have the right to have positions (vacancies) in some other certification/licensure held until he/she secures the needed certification/licensure in the other certification/licensure area.

4. PARTIAL VACANCIES

a. Other than for new positions, it shall not be mandatory to post any "partial" vacancy in a building that expands a part-time position, unless the partial assignment has the effect of creating a full-time position in place of a previous part-time position. (For example, if a teacher in a building has a part-time assignment and additional classes are needed in that teacher's certification/licensure area in that building, the additional classes may be assigned to the part-time teacher without posting, unless the additional classes make the partial teacher full-time in that building, in which case the entire position shall be posted as a regular assignment. However, if there is a person who has a right of first refusal on file with the central office or who has recall rights, he/she shall be offered the full position.

b. Should a displacement of the part-time teacher occur because of this exercise of a right of first refusal or recall, the displaced teacher shall be considered unassigned and treated as any other unassigned teacher.

c. In the event there is a partial assignment in one building and no part-time teacher in that building who could be assigned the additional classes, a part-time, properly certificated/licensed teacher in another building shall be given the assignment. If there is more than one part-time teacher, the positions will be offered based on the best interests of the students enrolled in the district. In the exercise of his/her discretion, the Superintendent may consider factors that may include, but are not limited to, the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request.

d. No part-time employee may be employed for more than three (3) student contact periods per day or more than seventy percent (70%) of weekly student contact time–whichever model is applicable. If an employee is assigned four/day or more student contact periods or more than seventy percent (70%) of weekly student contact minutes/week, the employee shall be deemed full-time. [The part-time/full-time status of tutors shall be addressed by Article XXII of this Agreement.]

5. **TEMPORARY POSITIONS**

a. A "temporary vacancy" is a vacancy created by the need to replace a teacher on leave of absence that is expected to last more than thirty (30) work days or is created by the need to provide temporary supplemental instructional assistance to students during regular school days and hours. Such a vacancy is no longer temporary if it lasts more than two (2) consecutive semesters for replacement or one (1) quarter for supplemental assistance.

b. A "temporary employee" may be hired in lieu of posting and bidding to fill a temporary vacancy to replace a regular employee on a long-term leave of absence for a period not to exceed two (2) consecutive semesters (i.e., "Long-Term Substitute") or to provide temporary supplemental instructional assistance for a period not to exceed one quarter (e.g., "Proficiency Test Teacher") except that recall rights must be honored first. This section may not be used for supplemental after school, evening, weekend, or summer activities or summer school.

B. DEFINITIONS

1. "Reassignment" means a change in the grade assignment of a teacher within a building including a change to a combination class in the elementary level.

2. "Transfer" means a change in the position of a teacher from one building to another or a change in the dominant area of certification/licensure. Teachers who have historically taught two or more areas of certification/licensure are not considered transferred when the dominant area changes.

3. Seniority shall be defined consistent with the definition in Article XX.

C. PROCEDURES FOR ASSIGNMENT

1. The administration will conduct a staffing needs and utilization review. When a vacancy is determined, it will be posted according to A., 2.

2. Voluntary changes between grade or course assignments within a building may be made without posting, providing the teacher(s) hold the necessary certificate/license.

3. Teachers will be notified of tentative assignments for the following School Year no later than the last teacher work day.

4. Prior to receiving bids for any vacancy, qualified teachers on the layoff/recall list shall be offered recall and then, eligible teachers shall be offered their "reinstatement rights" of first refusal.

D. PROCEDURES FOR TEACHER-INITIATED REASSIGNMENT OR TRANSFER

1. Teachers seeking a voluntary reassignment or transfer should apply for posted positions within five (5) workdays of posting or ten (10) calendar days of posting during the Summer. Volunteers for posted vacancies shall be given first Preference based on the best interests of the students enrolled in the district. In the exercise of his/her discretion, the Superintendent may consider factors that may include, but are not limited to, the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request. If an applicant is denied, educational reasons will be given.

2. Once a person has been granted a voluntary transfer for a school year, that person may not then transfer back to his/her original position during that school year, unless there are no other internal applicants.

3. All bids must be submitted in writing to the Personnel Department in the central office by 4:00 p.m., date-receipted in the building which receives the bid, or postmarked, on the day the posting expires. A bid may also be submitted via email to the personnel department. No oral bids will be accepted. Whether for reassignment or transfer, a teacher may have up to one (1) day after date of notification of the award of the

position to accept or reject the position. If neither accepted nor rejected within that time frame, the position may be awarded to the next applicant who would otherwise have received the position. Once a position has been accepted, it may not be rejected.

4. A teacher who has received a transfer to a position but has not yet served in that position may not thereafter seek to be reassigned to another position within that building per Article VII, C., 2. Rather, such teacher must bid on any opening in that building as though she or he were making a second transfer request.

E. INVOLUNTARY TRANSFER

1. Within the district after voluntary transfers for posted positions have been considered or after involuntary reassignments within a building have been made (as per Section F), involuntary transfers may be made to meet the specific staffing needs of the district and/or buildings involved. In the exercise of his/her discretion, the Superintendent may consider factors that may include but are not limited to the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request. A teacher involuntarily transferred or reassigned will be given consideration for return to the teacher's former building or assignment, upon written request to the Superintendent's designee, if and when a vacancy occurs. If the teacher is denied return, educational reasons will be given.

2. The transfer notification shall state if the assignment may be a traveling assignment. The selected transferee will be notified in writing with the need(s) for the transfer specified no later than July 1 unless unanticipated circumstances occur after July 1 that require transfers to be made. At that time, the teacher may request a different assignment. Unanticipated circumstances may include an unexpected resignation which creates a vacancy to be filled and/or a situation in which a series of transfers must be made in sequence to fill all available vacancies. If more than one vacancy exists for which the transferee is qualified, the teacher's preference on a seniority basis will be honored unless it conflicts with a specific need of the district.

3. **TYPES OF INVOLUNTARY TRANSFER**

a. **REDISTRIBUTION WITHIN CERTIFICATION/LICENSURE AREA** - When classes are scheduled in a building, full assignments will be given in order of district seniority based on the best interests of the students enrolled in the district. In the exercise of his/her discretion, the Superintendent may consider factors that may include, but are not limited to, the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request. (Full assignment shall mean five classes at the secondary level, or as otherwise may be provided by this contract for the Middle Schools.) Whenever a teacher's specific assignment (i.e., certification/licensure and location) is eliminated in part or in whole, or whenever the teacher is displaced in whole or in part by a teacher exercising "first right of refusal" rights because the certification/licensure assignment has been reinstated as a full certification/licensure assignment, the teacher becomes an "unassigned teacher" who will be subject to redistribution or involuntary transfer in accordance with Article VII, Section E., 3., a.; if a teacher is needed in the certification/licensure area in another building, after the administration has solicited volunteers from among other staff teaching in the same certification/licensure area in the building where the job was eliminated. If the teacher is not needed, layoff and/or displacement rights in accordance with Article XIX, Section C., RIF, shall be followed. If the teacher is currently teaching in more than one certification/licensure area, his/her redistribution rights/ involuntary transfer rights remain in the other certification/licensure area as well.

Should there not be a volunteer; the selection of a teacher for an involuntary transfer shall be selected based on the best interests of the students enrolled in the district. In the exercise of his/her discretion, the Superintendent may consider factors that may include, but are not limited to, the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request. When there is more than one position for the transferred teacher to select the teacher shall be given his/her choice.

Should there be more than one unassigned teacher in the same certification/licensure area in the same building (and a redistribution is needed), the same solicitation of volunteers from within that building will occur first, followed by involuntary transfers made on the basis of seniority, with the person with the least district seniority being transferred first based on the best interests of the students enrolled in the district. In the exercise of his/her discretion, the Superintendent may consider factors that may include, but are not limited to, the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request. In the event there should be an unassigned teacher in the same certification/licensure area in more than one building, the same procedures of posting within each building with unassigned teachers will be used, followed by involuntary transfers. In all cases, the teacher with the least district seniority will move first. In all cases, if there is more than one position available to involuntarily transferred teachers, the first choice of assignment will go to the teacher with the greatest district seniority based on the best interests of the students enrolled in the district. In the exercise of his/her discretion, the Superintendent may consider factors that may include, but are not limited to, the fulfillment of the goals and objectives of the district, seniority, personnel needs, teacher qualifications, and an employee's request.

In the event an unassigned teacher was previously assigned to two different areas of certification/licensure, and only one part of the teacher's assignment is eliminated, the teacher may be involuntarily transferred on a partial basis, thus becoming a traveling teacher.

No other voluntary transfer may be approved from outside the certification/licensure area until all teachers within the certification/licensure area, including part-time, who need to be, are redistributed. A teacher who is subject to a redistribution transfer and who prefers to transfer outside the certification/licensure area must follow the voluntary transfer procedures.

In all cases, voluntary and involuntary transfers, regardless of seniority, must be approved by the Superintendent, who will determine if the transfers are in the best interest of the students

enrolled in the district. If an applicant is denied, educational reasons will be given for the transfer. An educational rationale for the decision will be given.

b. **TRANSFER CAUSED BY LAYOFF** - In the event a transfer is needed because a teacher has been laid off, the redistribution procedures set forth in section a, above, will be utilized to determine the teacher to be moved.

When a layoff is to occur, the least senior teacher in the affected certification/licensure area shall be considered "reduced". If the least senior teacher in the reduced certification/licensure area is also certified/licensed in another area or areas, and is more senior than another employee in that same other certification/licensure area or areas, he/she may displace the least senior teacher in the other area or areas, thus changing who is actually laid off. The reduced/displacing teacher must take the position of the least senior teacher in which the reduced/displacing teacher is certified/licensed, unless there are two teachers in different certification/licensure areas with equal seniority, in which case the reduced/displacing teacher may choose the certification/licensure area into which to be involuntarily transferred.

In all above cases (E.3.b), the involuntary transfers, regardless of seniority, must be approved by the Superintendent, who will determine if the transfers are in the best interest of the students enrolled in the district. If an applicant is denied, educational reasons will be given for the transfer.

c. **ADDITION IN FORCE** - Whenever there is an addition in force into a certification/licensure area by displacement into the field, by the return of a teacher from a leave of absence, or a return to the unit of a non-bargaining unit member, e.g., a former administrator in the district, the attrition and redistribution procedures shall apply first (if applicable), and secondly, the layoff/displacement procedures shall apply. A non-bargaining unit member shall not displace an existing bargaining unit member in the above instance.

d. **MULTIPLE CERTIFICATION/LICENSURE (DISTRICT NEED)** - No employee may be involuntarily transferred to a different

certification/licensure area unless he/she would otherwise by laid off, or is subject to displacement by a more senior teacher. Involuntary transfers shall not be used to avoid the necessity of a layoff of a less senior teacher, nor to create vacancies in order to hire new employees.

4. **REINSTATEMENT** - Whenever an involuntary transfer occurs, if the teacher's original assignment, i.e., building and certification/licensure area, is reinstated or becomes vacant, or if the involuntary transfer occurred because the certification/licensure assignment had been partially reduced and is being reinstated to a full assignment in the same building and certification/licensure area, that teacher will be given consideration for return to the teacher's former building or assignment, upon written request to the Superintendent's designee, if and when a vacancy occurs. If the teacher is denied return, reasons will be given. In the event that a teacher was involuntarily transferred into another certification/licensure area (regardless of building), any vacancy in the certification/licensure area (again regardless of building), from which the teacher was transferred, will be given consideration for return to the teacher's former building or assignment, upon written request to the Superintendent's designee, if and when a vacancy occurs. If the teacher is denied return, reasons will be given. These rights also apply to teachers recalled from layoff or returned from a leave of absence.

   Reinstatement will be given consideration for return to the teacher's former building or assignment, upon written request to the Superintendent's designee, if and when a vacancy occurs. If the teacher is denied return, reasons will be given. A "refusal" to accept a "reinstatement" offer shall constitute a waiver of this right, except that a teacher will be given consideration for return to the teacher's former building or assignment, upon written request to the Superintendent's designee.

   If more than one teacher has a reinstatement right to the same position, seniority shall control.

   "Original assignment" refers to the assignment held when involuntarily transferred/laid-off for the first time, or most recent position held if the teacher so declares it at the time of involuntary transfer/layoff/ displacement.

In all above cases (E.4), the involuntary transfers, regardless of seniority, must be approved by the Superintendent, who will determine if the transfers are in the best interest of the students enrolled in the district. If an applicant is denied, a rationale as to why this decision was made for educational reasons will be given.

F. REASSIGNMENT

1. Within a building, after voluntary reassignments have been made, involuntary reassignments may be made to meet specific staffing needs of the building, prior to the initiation of a transfer(s). Seniority will be a consideration in these types of reassignments. Regardless of seniority, reassignments must be approved by the Superintendent, who will determine if the transfers are in the best interest of the students enrolled in the district. If an applicant is denied, educational reasons will be given for the transfer.

2. Teachers selected for an involuntary reassignment shall be notified in writing, with the need for reassignment specified no later than July 1, unless unanticipated circumstances occur after July 1 that require the reassignment to be made. Unanticipated circumstances may include an unexpected resignation which creates a vacancy to be filled, and/or a situation in which a series of reassignments must be made in sequence to fill all available vacancies. The teacher may request a transfer or other reassignment, and the teacher's preference will be given consideration for return said transfer or reassignment upon written request to the Superintendent's designee. If the teacher is denied return, educational reasons will be given if it does not conflict with a specific need of the district.

G. Consistent with Ohio Revised Code 3319.173, the Superintendent retains the final decision making authority in regard to the assignment, reassignment or transfer, whether voluntary or involuntary of teachers, including any decision made under this Article VII.

ARTICLE VIII

TEACHER EVALUATION

INTRODUCTION

This Article aligns with the current Standards for the Teaching Profession set forth in State law, as well as the State Ohio Teacher Evaluation System model (OTES); any part thereof which may conflict with State law at any time shall be considered null and void. Upon ratification of the Agreement by both the Board and Association, this Article shall be deemed by both parties as a part of the Board's Policy Manual by reference. In the event that law or ODE directives change subsequent to the date of this agreement, the parties to the Agreement will convene within 30 days of the announcement of the effective date of such changes, to make alterations.

A. GENERAL PROCEDURES FOR EVALUATION

1. The major goal of teacher evaluation is to promote student achievement through improving teacher performance.

2. All monitoring and observation of the performance of teachers in connection with evaluations shall be conducted openly, with the full knowledge of the teacher. The teacher shall receive a copy of all written reports. These reports shall be discussed with the teacher, and positive assistance and a reasonable time period given to correct any deficiencies.

    a. If a teacher receives a summative rating of Developing or Ineffective on the Teacher Performance Evaluation Rubric, Lesson plans may be required until the teacher receives a rating of skilled or higher. A teacher may request an additional formal observation. The Administrator shall conduct the observation within thirty (30) school days of the request.

3. The District will follow the evaluation practices outlined in the Ohio OTES framework, as stated above. Scripting of formal, pre-planned classroom observations, or of other learning environments in the District, along with informal "walkthrough" observations, will constitute the chief methodology. Both practices will be based on the State's Teacher Performance Rubric as set forth in Ohio law and various ODE training documents related thereto.

4. All such evaluations shall be written on a Willoughby-Eastlake evaluation form, which identifies basic criteria. A separate evaluation form shall be used to evaluate pupil personnel staff.

5. Unless stated otherwise in this Article, one (1) formal written evaluation will be made each school year by the certified administrator. Any teacher who disagrees with an observation and/or final evaluation may make a written or electronic reply prior to the last day of school thereto, which reply shall be annexed to the evaluation and which shall be retained as part of the evaluation record. The teacher may sign-off/pin the electronic evaluation document at the end of the post conference, or within forty-eight (48) hours. The teacher's signature on the evaluation does not signify agreement, but merely that he/she has examined the document.

B. <u>THE EVALUATION PROCESS SHALL CONSIST OF THESE BASIC STEPS:</u>

1. At the beginning of each school year, the building principal shall hold either individual, small group or large group meetings to discuss teacher goals for the school year. Individual meetings will be arranged on a per-needed basis as requested by either the administrator or the teacher.

2. A pre-observation conference conducted by the evaluator and teacher, for the purpose of delineating major areas of the Performance Rubric to be observed and the date/time of the observation, along with the timely provision of any information the evaluator and teacher may need to prepare for the observation.

3. All observations shall be preceded by the pre-conference, and each teacher shall be given at least five (5) working days notice of the pre-conference date. Pre-conferences shall be scheduled within ten (10) working days prior to the scheduled observation date. Should the teacher be absent, then the ten (10) working day requirement shall be extended by the number of teacher absence days from school.

4. A post-observation conference, again conducted by both parties, for the purpose of discussing what was observed, the conclusions of the evaluator, and the provision of guidance for any suggested changes recommended.

5. All observations shall be followed by a post-conference. Post-observation conferences shall be scheduled by the evaluator within ten (10) working days following the observation. Should the teacher be absent, then the ten (10) working day requirement shall be extended by the number of teacher absences from school. The evaluator will provide the teacher with a written report of the observation at least two (2) working days prior to the scheduled conference. Should areas of concern be identified, recommendations for improvement will be included in the scripting report and in the post-conference discussion.

6. Similarly, each teacher's evaluation shall be discussed with him/her in a teacher-principal conference. These conferences provide an opportunity for discussion of the teacher's strengths and significant contributions, and for constructive suggestions as to how the teacher can grow professionally in any area where weakness is indicated.

7. The conduct of periodic, informal, unscheduled walkthrough observations by an evaluator, followed by written/electronic feedback from the evaluator to the teacher.

8. The preparation of a final, summative evaluation of a teacher based on observations and walkthroughs, in combination with other mandatory ODE-approved evaluation factors or measures of student performance. Utilization of any additional optional factors or measures will occur by mutual agreement of the parties. (Additionally, reference may be made to other areas of teacher performance whether or not directly observed by the evaluator, but the source of the information is to be identified.)

9. The preparation of either a growth plan or improvement plan for the teacher, based on the results of the evaluation.

C. POSITION APPLICABILITY - THIS ARTICLE APPLIES TO THOSE EMPLOYEES WHO FALL INTO ANY ONE OF THE FOLLOWING CATEGORIES:

1. A teacher who works under a teacher license or certificate issued under ORC Chapter 3319, including but not limited to 3319.22, 3319.26, 3319.262, 3319.222, or 3319.226, and who spends at least fifty percent (50%) of the time employed providing student instruction.

2. A teacher who works under a permanent certificate issued under ORC

3319.222 as it existed prior to September 2003 or September 2006.

3. A teacher who works under a permit issued under ORC 3319.301.

4. A bargaining unit member who provides support instruction, yet is not the teacher of record and services students in a pull-out model for more than fifty percent (50%) of their contractual day will be evaluated if s/he otherwise qualifies for an evaluation as indicated above (i.e., Title I Reading Teachers, English as a Second Language/ English Language Learners Tutors).

5. A bargaining unit member who provides support instruction, yet is not the teacher of record and services students in a pull-out model for more than fifty percent (50%) of their contractual day will be evaluated if s/he otherwise qualifies for an evaluation as indicated above (i.e., Phonological Intervention Specialists).

6. Unless s/he otherwise qualifies for an evaluation as indicated above, the following specific positions are not considered teachers for the purposes of this Article, but shall have a different evaluation process and forms designed at a later date by consultation between WETA and administration: Audiologist, Career Assessment Specialist, Guidance Counselor, Intervention Specialist for Visual Impairment/ Orientation & Mobility, Librarian/Media Specialist, School Nurse, Speech/Language Pathologist, and School Psychologist and persons operating under administrative certificates, and any person who is not a member of WETA. Unless it is known by the sixtieth (60th) consecutive day worked that a substitute teacher will work one hundred twenty (120) continuous days in a year, this evaluation system does not apply to such sub.

D. EVALUATOR QUALIFICATIONS

1. The Superintendent of Schools has charged the Willoughby-Eastlake Schools credentialed and certified administrators with the responsibility of evaluating the staff each year. It is agreed and understood that the administrator assigned to do evaluations shall be within their building of assignment, except in emergency situations, and then, there shall be a meeting between affected teachers and administrators to mutually agree on another evaluator.

2. No member of the bargaining unit is to evaluate another member,

except as may be otherwise provided in the WETA Agreement for peer review. All OTES evaluations are to use the processes and forms set forth in this Article, and shall be conducted openly, with the full knowledge of the member. All evaluation instruments and reports shall be communicated to members; however, the judgments of the evaluators are not subject to the grievance procedures; failure to abide by deadlines and procedures set forth herein is grievable. All reports shall be discussed with the teacher as provided herein, and a union representative may be present upon the teacher's request; however, such a request shall not negate or delay any deadline set forth herein.

3. In addition to district-employed OTES-credentialed administrators, teachers who work for the district through a county or other public agency contracted by the district to operate a district program may be evaluated by that agency's OTES-credentialed administrators or supervisors.

4. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

E. EFFECTIVENESS RATINGS

1. Unless otherwise stated in this article there shall be one (1) annual evaluation for each teacher; each such evaluation shall produce one (1) of four (4) Effectiveness Ratings:

   a. Accomplished
   b. Skilled
   c. Developing
   d. Ineffective

2. Effectiveness ratings are based on a combination of two categories: 1) evaluator's walkthrough and formal observations of teacher performance; and, 2) data obtained from multiple evaluation factors of student performance measures.

3. Teacher performance resulting from periodic walkthroughs, data from pre-and post-conferences, formal observations, and multiple

evaluation factors and student performance measures shall be combined to reach the summative teacher effectiveness rating. ODE-approved forms or rubric shall be used for evaluations.

4. In the event of a Reduction in Force (RIF), layoffs will occur starting with the least senior member in each category. Category 4 teachers will always be reduced first, followed by Category 3 teachers, then Category 2 teachers, and lastly by Category 1 teachers.

5. For the purpose of Reduction in Force (RIF), all bargaining unit with less than three (3) years of evaluations shall be placed in the following categories based upon their most recent evaluation summative rating. If the teacher has an Accomplished or Skilled summative rating they are Category 3 teachers, teachers that receive a Developing or Ineffective are Category 4 teachers.

6. For the purpose of Reduction in Force (RIF) all bargaining unit members with three (3) years of OTES data shall be deemed to have comparable evaluations by utilizing the following scale:

   a. Accomplished — 4 points
   b. Skilled — 3 points
   c. Developing — 2 points
   d. Ineffective —1 point

   Category 1 — Cumulative score of eight (8) and above and are tenured
   Category 2 — Cumulative score of seven (7) and below and are tenured
   Category 3 — Cumulative score of eight (8) and above and are non-tenured
   Category 4 — Cumulative score of seven (7) and below and are non-tenured

7. For the purpose of Reduction in Force (RIF) all bargaining unit members with four (4) years of OTES data shall be deemed to have comparable evaluations during the fourth (4th) year of evaluations by utilizing the following scale:

   a. Accomplished – 4 points
   b. Skilled – 3 points
   c. Developing – 2 points
   d. Ineffective – 1 point

Category 1 – Cumulative score of eleven (11) and above and are tenured
Category 2 – Cumulative score of ten (10) and below and are tenured
Category 3 – Cumulative score of eleven (11) and above and are non-tenured
Category 4 – Cumulative score of ten (10) and below and are non-tenured

8. For the purpose of Reduction in Force (RIF) all bargaining unit members who have at least five (5) years of OTES data shall be deemed to have comparable evaluations by utilizing the following scale with their five (5) most recent evaluations:

   a. Accomplished – 4 points
   b. Skilled – 3 points
   c. Developing – 2 points
   d. Ineffective – 1 point

   Category 1 – Cumulative score of thirteen (13) and above and are tenured
   Category 2 – Cumulative score of twelve (12) and below and are tenured
   Category 3 – Cumulative score of thirteen (13) and above and are non-tenured
   Category 4 – Cumulative score of twelve (12) and below and are non-tenured

9. The Board shall report annually to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned each of the four effectiveness ratings, grouped by the teacher preparation programs from which, and in the years in which, the teachers graduated, using the graduation date first qualifying the person for certification/licensure. Individual teacher names will not be reported as part of this annual document.

F. TEACHER ABSENCE

Teachers who were on leave from the school district for fifty percent (50%) or more of the school year as determined by the Board will not be evaluated.

Teachers who submit a notice of retirement by October 1 of the school year in which they plan to retire and the Board acts upon the retirement will not be evaluated.

G. CALCULATING TEACHER PERFORMANCE

1. Unless specified otherwise in this Article, Teacher Performance is evaluated during two (2) cycles of formal observations, along with classroom walkthroughs. The evaluator is to use ODE-approved evaluation factors or measures and a scripting process, based on the teacher performance rubric, during the formal observations. Such performance is to be assessed through a process based on the following Ohio Standards for the Teaching Profession:

    a. Understanding Student Learning and Development and Respecting the Diversity of the Students They Teach;

    b. Understanding the Content Area for which they have Instructional Responsibility;

    c. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;

    d. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

    e. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;

    f. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and

    g. Assuming Responsibility for Professional Growth, Performance and Involvement.

2. The forms to be used in determining teacher performance are aligned to the Ohio Standards for the Teaching Profession shown above, and the Ohio Teacher Performance Rubric.

H. EVALUATION TIMELINE

1. Unless stated otherwise in this article, each evaluation shall consist of two formal observations of at least thirty (30) minutes each, combined with periodic classroom walkthroughs by the evaluator. One observation shall be conducted in the first semester and there shall be at least three (3) working weeks between all formal observations. If after the second formal observation, the teacher's performance portion of the evaluation is found deficient to the extent that an "ineffective" rating may result, a minimum of one additional observation shall be conducted. All teacher evaluations for a given year shall be completed by the first of May and each teacher subject to this Agreement shall be provided with a written copy of the evaluation results on or before the tenth (10th) of May.

2. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three (3) formal observations must be conducted annually by the first (1st) of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth (10th) day of May. The deadline for nonrenewal of a teacher is on or before June 1 of each year, and requires written notice to the teacher on or before that same date.

3. Teachers who receive an Effectiveness Rating of "Accomplished" may be evaluated every three (3) years, rather than every year, unless the evaluator has reason to suspect, based on evidence, that an annual evaluation needs to be performed. To be evaluated once every three (3) years, an "Accomplished" teacher must submit a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator must determine that the teacher is making progress on that plan. The timelines of May 1 and May 10 for either of these options remain the same as above.

4. Teachers who receive an Effectiveness Rating of "Skilled" may be evaluated every other year, rather than every year, unless the evaluator has reason to suspect, based on evidence, that an annual evaluation needs to be performed. To be evaluated every other year, a "Skilled" teacher and evaluator must jointly develop a professional

growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator must determine that the teacher is making progress on that plan. A teacher with a skilled rating in any given year has the option to be evaluated the following year if they choose. If the teacher opts to be evaluated, they will be subject to the normal OTES procedure. Teachers will notify the administration in writing (or email) of their choice to opt for being evaluated on or before the 15th day of school for students.

5. If administration decides to evaluate a teacher in either of the two years following an "accomplished" OTES rating or in the year following a "skilled" OTES rating, then notification and an explanation as to why they are to be evaluated will be provided in writing (or email) on or before the tenth day of school for students.

6. During the years when a teacher is not on the cycle to be evaluated, the administration will be required to do one (1) observation and one (1) post-conference with the teacher. The conference must include a discussion of progress on the teacher's professional growth plan. This observation and conference are to give feedback to the teacher and will not be put into eTPES, unless required by law or the ODE.

7. Failure to comply with procedure as described herein is grievable, but opinions of evaluators are final and shall not be subject to grievance arbitration, but are subject to review of the Superintendent. Nothing herein is intended to deny any right contained in O.R.C. 3319.11 or 3319.111.

8. Should a teacher receive a rating of Accomplished, and the administrators opts not to evaluate said teacher in an academic year, then the teacher will receive four (4) points for the non-evaluated school year. Should a teacher receive a rating of Skilled, and the administrators opts not to evaluate said teacher in an academic year, then the teacher will receive three (3) points for the non-evaluated school year (for consideration in Article VIII: Teacher Evaluation, Letter E. Effectiveness Ratings).

I. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

Yearly, each teacher must develop either 1) a professional growth, or 2) an improvement plan, based on the results of his/her final evaluation. The plans must be aligned to any school district or building improvement plan required

for the district or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015," Pub. L. No. 114-95 20 U.S.C. 6301 et seq.

J. TESTING FOR TEACHERS IN CORE SUBJECT AREAS

1. Impact of Ineffective Rating:

   a. Subject Examination

      When a teacher of core subjects (English language arts, mathematics, science, foreign language, government, economics, art, music, history, and geography) receives an Ineffective rating on an evaluation for two of the three most recent school years, that teacher must take and pass an examination selected by the Ohio Department of Education, in the fields/subjects/content knowledge being taught by that teacher, and provide proof of such passage; if the teacher passes, the teacher will not be required to take the exam again for three subsequent years. The Board will pay only the cost of the first such exam. In the event the teacher does not achieve a passing score, he/she must repeat the exam; if a passing score has not been achieved by the third exam, he/she may be terminated.

   b. Professional Development

      The "Ineffective" teacher must also complete professional development at his/her own expense, targeted to the deficiencies noted in the teacher's evaluation. If the teacher fails to prove completion of the professional development, or if the teacher receives an Ineffective rating on his/her first evaluation after such development, the teacher may be terminated.

Notice of intended termination / nonrenewal shall be given to a teacher, with a copy of the WETA President, no later than the dates provided in State law.

ARTICLE IX

PERSONNEL FILE

A. There shall be in the office of the Superintendent of Schools, the official personnel file for each teacher in which shall be deposited only the following items:

1. Application for employment, including references. (Any record of traffic violation or accident while operating a Board owned vehicle shall be removed three (3) years after the date of occurrence.)

2. Copy of latest contract, properly signed.

3. Ohio teaching certificate.

4. College transcript and other in-service credits.

5. Record of tuberculosis test.

6. The Principal's or Supervisor's appraisal of work and growth, according to formal evaluation procedures and attachments.

7. Letters of commendation and certificates of award.

8. Employment and salary history.

9. All personnel actions officially taken including recommendation for same (i.e., promotions, transfers, reassignments, terminations, suspensions /layoffs).

10. Copy of any official forms (i.e., retirement papers, etc.).

B. Other than routine records, nothing will be entered into the file without the teacher's knowledge. Each item other than routine records shall be dated as to when such item was made, initialed by the employee to signify his/her knowledge that it is being entered into the file, and dated as to its entrance therein.

C. Members of the bargaining unit will have the right, upon written request, to review the contents of their personnel file, subject to the limitation set forth below, and to receive an initial copy at Board expense of any documents

contained therein. Additional copies will be provided at a charge of five cents ($.05) per page. A member of the bargaining unit will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years a member of the bargaining unit will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the administrative staff, and if he/she agrees, they will be transferred.

D. No anonymous communication shall be the basis for any evaluation or entry into the teacher's personnel file.

E. No internal memos or informal observation or informal evaluation shall be placed in the file, except when it is part of the formal evaluation.

F. All written formal evaluations to be included in the file shall be in accordance with the official teacher evaluation procedures of the Willoughby-Eastlake City School District, and any reply to evaluations as provided for in Article IX shall be attached to such evaluation.

G. No inaccurate or invalid information may be placed into the file.

H. Whenever a non-employee or an employee without the need to know requests access to an employee's personnel file, the employee shall be given advance notice. A record shall be kept of all who request file information. No confidential personal information such as health, use of personal earnings such as location and amount of annuity transfer, etc., may be compiled for disclosure without the employee's expressed written permission or, in the alternative, a court order compelling the Board to disclose such information.

ARTICLE X

RETIREMENT

A. SEVERANCE PAY

1. At the time of retirement from the Willoughby-Eastlake Public Schools, the retiree shall receive severance pay at per diem rate for the actual number of unused sick leave days credited* to the employee in accordance with Article XIV, Section G., at the time of actual retirement as follows:

Forty percent (40%) of up to two hundred sixty (260) days plus all unused personal leave that has been converted to sick leave in accordance with Article XIV, Section D., 4. as well as any unused portion of the fifteen days for the current year in accordance with Article XIV, Section G., 1.

2. If an employee dies after retiring in accordance with Section A, above, but prior to submission of eligibility evidence, the severance pay shall be paid to the most recently-named beneficiary as submitted in writing to the Board Treasurer prior to the employee's death.

3. **PAYMENT PROCEDURES** - The Board of Education will pay the severance payments in three (3) equal payments beginning in January of the next three succeeding years, with forty percent (40%) paid on the first payment and thirty percent (30%) of the total in each of the next two (2) years.

ARTICLE XI

PROFESSIONAL GROWTH

A. **IN-SERVICE CREDIT PROGRAMS** - Credit for in-service programs organized by the Willoughby-Eastlake School District may be applied to salary increments. Such credit would apply only to increments in this district and is not to be interpreted as applicable to or equal to university course credit.

The regulations under which this would operate are:

1. In-service credit programs will be established when necessary and may be established when requested by fifteen (15) or more teachers. Whenever the nature of the program permits the issuance of CEUs, they shall be made available, if approval for such credits is granted by the State Department of Education.

2. The programs will be determined as qualifying for credit by the Superintendent of Schools, and will parallel university courses as closely as possible.

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

4. Such credit shall be applied to the salary schedule twice per year–October and February–retroactive to the beginning of each semester.

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

6. Credit may be used only toward salary increments and will not apply toward degree status.

7. Willoughby-Eastlake will take steps to insure that in-service programs provided by the district will satisfy certificate/licensure requirements by the State Department of Education as providing CEUs.

8. The district will facilitate the provision of college-affiliated courses within the district when possible.

B. Professional Growth Credit units which are equivalent to one semester hour on the salary schedule may be earned in the following way:

Willoughby-Eastlake and Special Education Workshops related to an individual's field. Twenty (20) hours spent in attendance at a workshop equals one (1) professional growth unit. No limit on workshop units.

C. PROFESSIONAL LEAVE DAYS

1. Attendance at professional meetings is encouraged as an integral part of the total professional growth process. Personnel are urged to take active leadership roles in professional organizations and the Board will pay or share the expenses incurred by the individual in attendance at such meetings as the budget allows.

2. Each bargaining unit member shall be granted up to one (1) Professional Leave Day per year upon request to the Principal. Requests shall be approved on a first come/first served basis, and once approved, cannot be denied. Additional days may be granted at the discretion of the building principal.

   A request for the day of professional leave must be submitted to the building principal on the professional leave form at least three (3) work days in advance. A building principal may deny a request for the professional leave if the known or anticipated absences for the day

exceed the ability to obtain substitutes. Such denial may only occur after consultation with the teacher and shall occur within forty-eight (48) hours of the request. A building principal may make an exception to this notification requirement when justified by the circumstances.

For this professional leave day, each bargaining unit member shall be guaranteed up to thirty-five dollars ($35.00) per day for expenses upon submission of receipts as provided in Section 4 of this article. Attendance at activities under special grants applied for by buildings and meetings to which the administration has requested the teacher's attendance shall not be included in these figures. Requests for reimbursement of expenses or fees beyond the set amounts listed above must be approved by the Superintendent.

Professional Leave Days may be used for short term for conferences, conventions, school visitations or other activities which will enhance the professional skills of the participant as a public school professional--including supplemental assignments. Professional Leave Days may not be used for social, recreational, or personal and/or other occupational growth.

3. Professional leave for more than one day may be used for professional meetings such as those conferences, conventions, school visitations, or other activities approved by the Superintendent that the Superintendent or designee believes will enhance the professional skills of the participant in his or her current assignment. All requests for professional leave for more than one day shall be submitted in writing to the building principal at least twenty (20) days in advance on the professional leave form. Incomplete forms or forms which do not provide enough information will automatically be returned. The building principal will submit a recommendation on the proposed leave to the superintendent or designee. The Superintendent or designee shall notify the teacher of his/her decision in writing within ten (10) workdays of the written request to the building principal by the teacher. Requests for reimbursement of expenses or fees for professional leave for more than the one day must be approved by the Superintendent.

4. Reimbursed expenses usually include transportation, shelter, and meals. A registration fee for a convention or conference may be included if it does not cover membership. An expense claim must be submitted to the Superintendent on the form provided. Receipted bills

for lodging shall accompany this statement of expenses, and where practical, other receipts shall be included.

D. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE** - The Board of Education of the Willoughby-Eastlake City School District ("Board") and the Willoughby-Eastlake Teachers Association ("Association") shall create a local professional development committee (LPDC).

1. The LPDC shall be composed of five (5) teacher members selected by the Association in accordance with its rules and procedures. The LPDC terms of office shall be three (3) years in length. Two (2) teacher members shall be appointed initially to serve terms of three (3) years, two (2) teacher members shall be appointed to serve initial terms of two (2) years, and one (1) teacher member shall be appointed to serve an initial term of one (1) year. The Committee also may include four (4) administrators appointed by the Superintendent which administrators may be appointed, as the superintendent may be so inclined, to serve on an ad hoc basis. All members shall be eligible for reappointment at the completion of their initial term of service. Vacancies arising in committee memberships shall be filled by the entity or individual responsible for the appointment, e.g., a vacancy arising among the teacher members shall be filled by the Association in accordance with its procedures.

2. The chairperson of the LPDC shall be elected by a simple majority of the teacher members of the LPDC.

3. The day-to-day operations of the LPDC shall be governed by standards and bylaws developed by the Committee, which standards and bylaws shall not be effective unless approved by the Association and the Board of Education. Alterations as may from time to time be necessary shall be submitted to the Board of Education and the Association and shall not be effective until approved by the Board and WETA.

DECISIONS BY CONSENSUS - The Committee shall determine its own quorum. However, there must be a majority of teachers present when considering teachers. In the event the LPDC denies certificate renewal for an administrator, another meeting will be called if there was not a majority of administrators at the meeting where the denial occurred.

4. The Committee chair shall be paid under a supplemental contract at .095 of the B.A. base while individual committee members shall receive a supplemental contract at the rate of .060 of the B.A. base.

5. **APPEALS** - Appeals of LPDC decisions may only be initiated by the school employee adversely affected by the decision.

   a. **STEP I - INFORMAL** - In the event the Committee does not approve an individual professional development plan, the certificated employee may appeal such denial in writing to the LPDC chairperson within twenty (20) calendar days of such denial. Similarly, should the Committee refuse to approve a request for CEU credit, the affected employee(s) may appeal said denial in writing to the LPDC chairperson within twenty (20) calendar days of such denial. The LPDC and employee shall meet in an informal conference in an attempt to resolve the dispute.

   b. **STEP II - FORMAL** - If the Committee within ten (10) calendar days of the chair's receipt of the appeal does not reverse its decision, the affected employee(s) may initiate a formal appeal, in writing and directed to the three person Appeal Panel, c/o the LPDC chairperson. The Appeal Panel shall consist of a three (3) person panel, with one (1) member chosen by the affected employee(s), one person chosen by the Superintendent, and a third person chosen by the President of the Association. All panel members must hold a current Ohio Department of Education certificate or license. Time lines and procedures for how to process the case and render a decision are to be determined by the LPDC as one of its organizational activities to be completed prior to December 1, 1998. Any decision that results from the exhaustion of this appeals procedure shall be final and binding upon the parties.

   c. This appeal procedure is not in any way subject to the Grievance Procedure as found in this Negotiated Agreement. Regardless of the outcome of the appeal, the LPDC and the Association shall be held harmless for any actions related to the appeal.

6. Secretarial support and record keeping shall be provided by the administration.

7. **AUTHORITY**

a. The LPDC is limited to the review and approval of individual professional development plans for re-certification and licensure as specified by ORC 3319.22 and OAC 3301-24. Under no circumstances are the activities of the LPDC to be used for employment decisions by the Board.

b. The LPDC shall have no authority or affect to revise, change, delete, or modify any article or section of this Negotiated Agreement. Actions of the LPDC are not to be contrary to the Negotiated Agreement or law, nor are the actions of the LPDC, save for the approval or rejection of an individual plan or application for certificate/license renewal or transition, to in any way have an adverse affect on the wages, hours, terms and conditions of employment of bargaining unit members.

c. Provided their actions are in accordance with law and the negotiated agreement pursuant to ORC Chapter 2744, the Association and committee members shall be held harmless in any suit, claim, or administrative proceeding arising out of or connected to actions taken by the LPDC.

E. INSTRUCTIONAL LEADERSHIP TEAM

1. **Reason for Instructional Leadership Team (ILT)**

a. The Instructional Leadership Team will work to help realize the W-E Shared Vision by distributing instructional leadership and empowering teachers to help transform instruction for all students. The Instructional Leadership Team (ILT) will bridge the gap between the District Level Team's (DLT) vision and the campus Professional Learning Communities (PLC) work, supporting all staff in improving student growth using 21st century leadership structures.

2. **Structure for ILT**

a. Edison, Grant, Jefferson, Longfellow, Royalview, the School of Innovation, Eastlake, Willoughby and Willowick Middle, as well as North and South High School, will have internal ILT teams chosen by the building principal.

b. K-5 buildings will have a teacher from each grade level, and intervention specialist and an encore teacher to total at least eight (8) members.

c. 6-12 buildings will have a teacher from each core subject (4 total), 2 elective teachers, a guidance counselor, and an intervention specialist to total at least eight (8) members.

3. **Schedule of ILT**

a. The Leadership Team will meet twice a month after school for an hour.

b. The Leadership Team may have monthly meetings during the school day (substitute provided).

c. The Leadership Team will meet twice during the summer and will be paid at the curriculum rate.

d. The Leadership Team will be responsible for participating in the necessary Professional Development to understand emerging and innovative instructional practices.

e. The Leadership Team will work to advance the Willoughby-Eastlake Shared Vision for learning, build professional capacity for staff and help lead instructional initiatives.

4. The Leadership Team will be compensated one thousand two hundred dollars ($1,200.00) per year, not including any meeting scheduled over the summer.

ARTICLE XII

SALARY PAYMENTS AND DEDUCTIONS

A. Appendix I sets forth the salary schedule(s) for the following school year(s).

1. BASE SALARY - 2026-2027 school year increases by 3% on Appendix I, A. ($45,993).

2. BASE SALARY - 2027-2028 school year increases by 3% on Appendix I, B. ($47,373).

B. **SALARY SCHEDULE** - The schedule provides that the basic salary classifications of the teacher shall be determined by professional qualifications–training and experience. The salary schedule shall provide for fifteen (15) experience steps (0-14) and nine training columns. They are:

CLASS B — A teacher holding the Bachelor's Degree or work equivalent for Trade and Industrial teachers

CLASS B+15 — A teacher having fifteen (15) semester hours or more of additional training taken after receiving the baccalaureate degree and certification/licensure

CLASS B+30 — A teacher having thirty (30) semester hours or more of additional training taken after receiving the baccalaureate degree and certification/licensure

CLASS A — A teacher holding the Master's Degree, or a Permanent or Life Certificate/Licensure

CLASS A-1 — A teacher having fifteen (15) semester hours beyond the Master's Degree

CLASS A-2 — A teacher having thirty (30) semester hours beyond the Master's Degree

CLASS A-3 — A teacher having forty-five (45) semester hours beyond the Master's Degree

CLASS A-4 — A teacher having sixty (60) semester hours beyond the Master's Degree

DOCTORATE CLASS — A teacher holding a doctorate

*(For salary schedule placement beyond the B.A. column, only post degree graduate credit hours and in-service hours will receive credit.)

C. **PLACEMENT**

1. PLACEMENT ON THE SALARY SCHEDULE (EXCLUDING VOCATIONAL AND/OR BUSINESS TEACHERS):

a. All years of teaching service in another public school to a maximum of ten (10) years–private school, five (5) years.

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

c. All years of substitute experience to a maximum of ten (10) years.

The Board is only obligated to give placement credit for the combination of a., b., and c., of ten (10) years but may, at its discretion, give more.

d. All years of teaching service in the district, provided that teachers re-employed following STRS retirement shall be eligible only for the years of service credit specified in Article XII(C)(1)(a), (b) and (c) above.

For the purpose of a., c., and d., one hundred twenty (120) days shall constitute a year's service.

Training hours, regardless of when taken, shall be given full credit.* Prior approval is not required. Such credit shall be applied to the salary schedule twice/year–October and February–retroactive to the beginning of each semester.

2. PLACEMENT ON SALARY SCHEDULE FOR VOCATIONAL BUSINESS TEACHERS - Vocational business, occupational preparatory, cooperative education, and work-study program teachers (including ME, DCT, COE, CWE, and OWA, and all other BOE programs) shall be employed and paid under the same provisions as regular teachers as such rules are shown in C., 1., above, and including rules on credit for previous teaching experience, degrees, and hours of college credit as set forth in this contract. [Co-op teachers, while employed as co-op teachers, and employed as such prior to September 1, 1987, shall be treated as T&I teachers under Section 3.]

3. PLACEMENT ON SALARY SCHEDULE FOR TRADE AND INDUSTRIAL TEACHERS:

a. Trade and industrial in school program teachers (such as machine trades, auto mechanics, auto body, welding, electronics, drafting, commercial art, practical nursing, carpentry,

and building trades or maintenance) who do not have degrees may be granted credit for purposes of placement on the salary schedule based on their previous work experience. Such work experience will be evaluated on the basis of the following criteria:

(1) The work experience must have occurred within fourteen (14) years of the teacher's appointment date;

(2) The work experience must have been full-time (at least thirty (30) hours per week for forty-eight (48) weeks in twelve (12) consecutive months);

(3) The work experience must have taken place after high school graduation;

(4) The work experience must be appropriate to the subject for which the teacher will be employed to teach.

b. Based on the evaluation of work experience, four years of work experience may be deemed equivalent to a Bachelor's Degree. Each year of work experience beyond four shall also be evaluated and may be awarded to the applicant as a year of service on the B.A./B.S. column of the salary schedule. The maximum number of years which may be granted shall be ten (10) beyond the first four, so that an employee may not be placed higher on the salary schedule than step 10 on a 0 to 14 step scale.

c. A teacher may also earn educational credit as follows:

(1) An earned Bachelor's degree and a license shall carry a stipend of twelve hundred dollars ($1200.00) per year. (This stipend shall be in place of, not in addition to, any stipends received under "(2)", below.)

(2) College coursework taken from the time of initial provisional certification shall carry a stipend of one hundred dollars ($100.00) per year for every fifteen (15) semester hours of credit obtained, up to a maximum stipend of twelve hundred dollars ($1200.00) per year.

(3) Coursework taken for initial provisional certification shall not receive credit for salary purposes.

4. Employees shall retain experience step credits (increments) previously awarded them through previous contracts or under Board Policy 4450, since repealed, for the duration of his/her employment; no employee may seek higher placement than provided by this section unless such was previously granted.

D. LONGEVITY INCREMENTS - Five hundred dollars ($500.00) will be added at the A through Doctorate Class for each teacher reaching the twenty (20) year experience level. In addition to the above, for teachers with at least twenty (20) years in the district, a service recognition payment of five hundred dollars ($500.00) will be added beginning at experience levels 25-29, five hundred dollars ($500.00) more will be added at experience levels 30-34, five hundred dollars ($500.00) more will be added for experience levels 35 and beyond.

E. PAYMENT INSTALLMENTS

1. Paydays will be on the 6th and 21st of each month, for a total of twenty-four (24) pays in each school year. Any fraction that results from this is added to the final check in August. When a payday falls on a recess or holiday, the checks will be mailed. Teachers may select direct bank deposit.

2. Normally, summer pay will continue through August. Upon application by the teacher prior to May 15 and approval by the Superintendent, summer pay (July and August) shall be accumulated and paid on the second pay in June.

3. EXTRA DUTY PAYMENT INSTALLMENTS - Regular full-time teachers who are issued supplemental contracts for extra duties shall have the option to be paid in full at the end of the activity or to be paid in equal installments with each payroll, beginning with the second full pay period after the contract is signed. Payment in full shall be in the next pay period paycheck at the end of the activity in a separate check.

4. PAYMENT FOR ATHLETIC SUPPLEMENTALS - There shall be fixed dates for payment of athletic contract supplementals. High school athletic supplemental contracts shall use their sports state championship finals dates as their completion dates. Prior to the

school year, the middle school athletic directors and the middle school head coaches shall meet to establish the middle school sports fixed payment dates.

All athletic directors shall complete the memo for the coaches and forward it to the principal who will submit the memo for payment to the treasurer's office.

5. A teacher's place shall be paid on the basis of timesheets submitted during the first thirty (30) days of the assignment at the normal substitute pay rate.

F. DAILY RATE

1. In computing deductions for those absences for which a deduction in pay is to be made, the basis shall be called the daily rate. The daily rate is calculated by dividing the number of workdays in the adopted school calendar into the approved salary of the individual.

2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days taught times the daily rate.

3. Part-time teachers who teach less than a full day shall be paid on a prorated salary based on six (6) periods per day OR three hundred (300) minutes pupil contact time per day, whichever is more appropriate.

4. The hourly rate of pay for duties to be paid at an hourly rate of $30.00.

G. DEDUCTIONS

1. All employees' salaries are subject to deductions for the retirement systems, federal income tax, state income tax, and city income tax. The withholding tax deductions will be made in accordance with information given by each employee on the withholding exemption certificate at the beginning of each school year. These deductions shall be made on all twenty-four (24) salary installments.

2. Deductions will be taken out of an individual employee's check on a biweekly basis, upon the individual employee's request. Transfer to annuities shall occur within one (1) day of the second bimonthly payment.

H. **PAYROLL DEDUCTIONS** - Prior to October 15 of each year, teachers may sign and deliver to the Board a membership form authorizing the annual amount of membership dues or assessments of the Association (including NEA, OEA, NEOEA, WETA) to be deducted in twenty (20) biweekly deductions from the regular salaries of all such teachers commencing in the first November check, and remitted to the Association together with an accurate alphabetized list of deductions by professional association joined. Outstanding dues for any teacher not completing the school year will be deducted from the final paycheck and remitted to the Association.

I. **SUMMER SCHOOL**

1. All teachers under contract shall be eligible for consideration for summer school positions. Positions will be granted to the most qualified personnel. The principle of seniority shall be given consideration.

2. Summer school does not accumulate additional personal or sick leave, beyond the fifteen (15) days per year for the regular school year, and paid sick or other leave may not be used during such assignment.

3. The summer school pay rate shall be $24.00 per hour.

J. **NIGHT SCHOOL** - The procedure and pay for night school teaching will be the same as for summer school. The final decision on appointment for both summer and night school is not grievable.

K. **SAIL PROGRAM**

1. Due to the extreme needs of the students in the SAIL program at NCI-Eastlake, teachers assigned to the SAIL Program have agreed to spend their entire work day in the classroom with the students, with the exception of lunch. The length of the school day for this program is to be equivalent to the high school schedule, and this schedule would be comparable to a teacher given a 7th class schedule.

2. For compensation, each teacher will receive two thousand dollars ($2,000) per semester/four thousand dollars ($4,000) for the year, for this extended time.

L. **MILEAGE** - Teachers assigned to more than one building during the course

of one school day shall be paid mileage at a rate no less than the rate established by IRS as of January 1 of each year. Reimbursement forms may not be submitted in advance, and shall be submitted twice a year once by December 31 and once at the end of the school year, unless the reimbursement has accumulated to one hundred dollars) ($100.00) then it can be submitted earlier, but no later than the end of the school year. Teachers will not be paid for travel between buildings for in-service meetings, for travel taken at the teacher's own volition (beyond the mandated thirty-five dollars ($35) for one professional leave day), for any total amount of less than thirty dollars ($30) in a year, or for any distance walked.

M. EXTRA DUTY ASSIGNMENTS

1.a. Teachers may be employed to perform extra or supplemental duties by the hour, quarter, school year, or other time period. Such duties may include but are not limited to club and activity sponsorship; added responsibility, e.g., department chair; coaching; student supervision at various events; and such other jobs as are included in Appendix II.

b. All such duties shall be offered to bargaining unit members prior to the employment of non-bargaining unit members, and all such work shall be compensated in accordance with this contract. No employee may be assigned such work without receiving compensation at the contractual rate nor may an employee waive proper compensation.

c. For duties not covered by a signed supplemental contract, payroll authorization forms will be available in the main office and the teacher's lounge in each building. Additionally, a copy of the form shall be included in the teacher's first day packet. The teacher is to complete the form with requested information and return it to the building office the teacher's next workday. The form shall include directions for completion and shall include examples of activities and duties for which a member receives voluntary duty pay in the different pay rates for different duties. The duty shall be paid within three (3) weeks of the duty if the teacher returns the form by the school day after the duty is performed. (Failure to provide a supplemental contract or work completion form will not deprive an employee of his/her proper compensation.) There shall be a one (1) year time limit for a grievance claiming failure to pay for the performed duty. The first of the year staff meeting shall include a discussion of issues relating to the form and substitute and extra duty pay.

d. No employee may be compensated or receive compensatory released time over and above the compensation provisions of this contract. No employee may receive released time or supplemental compensation for his/her regular assignment except as provided in this contract. Except for single event hourly rate duties, any supplemental duty must be agreed to by WETA. It is understood that past practice of granting some released time for persons currently holding positions such as Athletic Director will be continued for present incumbents. Any change is subject to bargaining.

e. Single event supplemental duties are those after student dismissal activities for which a teacher is hired to perform a specific task that is not continuous in nature. Such duties include, but are not limited to, ticket taking and student supervision at single school events. Single event duties do not include a teacher who desires to meet with his/her individual students or parent(s) after school for purposes of individual help or discipline for a student. The administrator who identifies the task must determine and communicate to the teacher the expected number of hours needed for the task, e.g., chaperon a dance from 8:00 to 12:00 p.m. (four hours).

   A teacher is eligible for such compensation when she/he voluntarily agrees to a specific request of an administrator or another person authorized by the administrator to make such a request to perform a specific task. Teachers are not to be discouraged from requesting or submitting a form. No teacher will be sanctioned for her/his refusal to agree to such a request. The form for such compensation shall include directions for completion.

f. The provisions of this section do not preclude a teacher from voluntarily making an appearance at such events, but no compensation will be paid unless the teacher is actually assigned to perform a task. (If a teacher voluntarily appears, he/she may also leave without reason or notice.) A teacher may <u>not</u> perform a designated task assigned by the principal, which task should be paid, without receiving the contractual rate of compensation. No teacher will be sanctioned for her/his exercise of rights under this section. The form for extra duty compensation shall include directions for completion.

g. Ordinarily, before or after school detention shall be paid at the hourly rate, unless the teacher agrees to a modified school day to compensate for the time spent in the detention duty.

2. Appendix II sets forth the extra duty schedule. Each unit will be considered as .007 of the base salary (Bachelor's Degree/Step 0).

3. All persons assigned to perform the duties on the attached extra duty schedule shall be issued supplemental contracts before working. If the individual is assigned to and agrees to perform work before the contract is issued, then the individual shall be paid for that work, and the Assistant Superintendent shall issue a letter of assignment so that the individual will be covered by his/her liability insurance.

4. Single event types of extra duties shall be offered to qualified bargaining unit members who normally perform the work on a seniority preference basis. Such assignments shall be rotated when possible among those who desire such work, except when continuity of an assignment is determined to be important.

5. **STUDENT GENERATED OVERLOAD** - The following procedures shall be used in assigning students to K-6, self-contained classes, when such students result in class sizes exceeding limits imposed by the Contract:

   a. Every effort shall be made to balance class loads of teachers so as to avoid the necessity to exceed class size limits, and no teacher may voluntarily accept more than two (2) additional student FTE's.

   b. A teacher shall be asked before an "excess" student is placed in his/her class. Agreement of the teacher to accept such a student shall be evidenced by the teacher's signature on a form specifying the student's name, the effective date of the assignment, and the amount of compensation to be given. Teachers shall be asked in order of seniority whether they will take the excess students. Once a teacher has accepted such a student, he/she will not be asked again unless other teachers have refused. During the assignment process, an excess student may be assigned to the least senior teacher's class for no more than five (5) working days or, in the event that it becomes necessary to hire an additional teacher, until such teacher is hired and the class is formed.

   c. A student in half-time kindergarten shall be considered .5 FTE.

d. **COMPENSATION** - For each excess FTE student in Grades K-6 regular education classrooms and Grades 6-12 (subject specific classrooms) assigned to a teacher as of the tenth (10^{th}) student day of each semester, there shall be a stipend to the teacher of one thousand dollars ($1,000) per semester/fifty six dollars ($56.00) flat rate for specialists. For each excess FTE student who is assigned after the tenth student day of each semester, the teacher shall receive a stipend determined by dividing one thousand dollars ($1000.00) by the total number of days in the semester and multiplying by the number of student days remaining in that semester. In no case, however, shall a teacher receive less than seventy dollars ($70.00), except when a student is assigned during the last week of school, in which case no stipend will be paid. In the event an excess student leaves the teacher's class during the semester, another "replacement" (equal FTE) student may be assigned if necessary without additional payment. Compensation will be paid within thirty (30) days of the assignment of an excess student.

In addition, any academic teacher in Grades 6-12 with three (3) or more classes of more than thirty (30) students as of the tenth (10^{th}) day of the semester shall be paid the greater of the amount determined under Article XI, L., 5., d., or two hundred dollars ($200.00) per semester for each class over thirty (30) students.

N. Pay stubs shall show unused accumulated leave to date and usage on September-August basis for both personal and sick leave.

O. **STRS PICKUP** - The Willoughby-Eastlake Board of Education agrees with the Willoughby-Eastlake Teachers Association to STRS pickup utilizing the salary reduction method, at no cost to the Board, contributions to the State Teachers Retirement System on behalf of bargaining unit members under the following terms and conditions:

1. The amount to be picked-up on behalf of each employee shall be the amount as may be specified as the employee's percent of contribution by STRS from year to year. The employee's annual compensation shall be reduced at no cost to the Board by an amount equal to the amount picked-up by the Board for the purpose of state and federal tax only.

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

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

4. Payment for all paid leaves, sick leave, personal leave, severance, and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pickup in combination with other tax deferred compensation plans.

If the foregoing pickup provisions are nullified by subsequent Internal Revenue Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless, and this Article of the Agreement shall be declared null and void.

P. **EXTENDED TIME** - Any bargaining unit member required to work by the Board outside of the regular work year, exclusive of new teacher orientation prior to the start of the contract year, shall be paid at his/her per diem rate for that contiguous work year. Special education teacher coordinators currently receiving extended days shall receive a total of ten extended days each year.

Q. **ASSIGNED TUTOR RATE** - Any teacher assigned to tutor/instruct students home bound or on a one-on-one basis shall be paid in accordance with Article XII (I).

R. **SUMMER TRAINING** - A teacher participating in summer training opportunities will know the applicable pay rate prior to her/his attendance at the training sessions.

Where a teacher agrees to engage in professional development instructional activities of colleagues at the request of an administrator, she/he will be paid at the summer school rate for the actual time spent in instruction. The administrator and teacher will apply that same hourly rate to such preparation time for the activity as may be agreed upon.

S. **NATIONAL BOARD CERTIFICATION** or the Ohio Lead Professional Educator License- A teacher in the employ of the Board who receives National Board of Professional Teacher Standards (NBPTS) Certification or the Ohio lead professional educator license shall receive a one (1) time bonus of two thousand dollars ($2,000) in the year immediately following her/his receipt of said certification and shall receive a one thousand dollar ($1,000) per year bonus in each of the next nine (9) years. New hires with said certification shall receive the bonus for the remainder of the ten (10) year period effective from the effective date of receipt of their National Board Certification or the Ohio Lead professional educator license. This can only be used for National Board Certification or the Ohio Lead Professional Educator License, not both.

T. **CONTINUING EDUCATION UNITS** – In Service. A teacher shall receive a one (1) time stipend of six hundred dollars ($600) for each set of twenty (20) CEUs approved by the LPDC as part of the teacher's individual professional development plan. Alternatively, a teacher shall be entitled to a one-time stipend of six hundred dollars ($600) for each set of twenty (20) CEUs or equivalent hours of professional development approved by the administration. In both instances, the stipend shall apply to continuing education units earned on or after September 1, 2001. In no case may a teacher be paid for such CEUs if that teacher has been paid his/her normal wage while in attendance at the in-service meeting(s).

U. All Elementary teachers shall receive an additional payment of two thousand dollars ($2,000) for each of the 2026-2027 and 2027-2028.

ARTICLE XIII

INSURANCE

INSURANCE COMMITTEE

A District Insurance committee shall be formed to examine and explore the District's insurances.

The committee will comprise of a total of nine (9) members with 5 representatives form WETA, 2 representatives from WECP, OAPSE 159, OAPSE 163 and 0 from Administration. Committee members shall be chosen by their perspective Presidents and Superintendent.

The committee shall have the authority to recommend any changes to the District's insurance plans.

Any recommendations from the committee must be brought to all memberships for a vote.

A. ELIGIBILITY

1. For employees who commenced initial employment with the Board on and after September 1, 2006, eligibility for participation in the insurance program will require regular employment of a .8 or more work schedule per week. Those employees hired at a .5 to .7 work schedule per week shall be eligible to purchase, via payroll deduction, one of the insurance coverage plans (single, single plus one, family) included in this agreement by paying one hundred percent (100%) of the fully insured equivalent (FIE) rates for the desired coverages. Those hired at less than a .5 work schedule shall not be eligible for participation in the health insurance program. Definition: for purposes of this contract, the term "fully insured equivalent rates" is the same as the term "premium", and refers to each item of coverage, i.e., medical, prescription drug, dental, vision, and hearing.

   Those employed before August 31, 2006 for a minimum of twenty (20) hours per week shall be eligible for a medical, drug, dental, vision and life insurance plan. Full time employees shall not be reduced in work hours solely for the purpose of removing them from eligibility, however, if a vacant position is reduced in hours before it is filled, such a reduction shall not be considered as having been for the purpose of eliminating coverage eligibility.

2. The administration shall provide all new employees with insurance enrollment applications along with their contracts to be filled out immediately. It is expected that this procedure will guarantee automatic coverage without a medical examination. After thirty-one (31) days of employment, evidence of insurability is required. Such medical examination shall be at the employee's expense.

3. In the event an employee who has waived District coverage to enroll in his/her spouse's insurance loses insurance because the employee's spouse loses his/her insurance coverage due to a layoff, death, etc., the employee may enroll in the District's insurance program, as provided by law. If the employee has received the insurance "waiver" provided elsewhere in this article, such waiver shall be reimbursed to the District.

4. At the time of employee fingerprinting, the employee shall receive a form advising of eligibility for insurance coverage commencing with the 60th consecutive day of employment in the same position. The substitute pay time sheet shall include a statement notifying the employee of her/his eligibility for insurance coverage commencing with the 60th consecutive day of employment in the same position. When a substitute feels she/he has met the requirement for insurance coverage she/he should advise her/his supervisor. Long-term substitutes are not eligible for health insurance benefits until they have completed ninety work days in the position and must pay, via payroll deduction, one hundred percent (100%) of the fully insured premium equivalent for the desired coverage; they shall not be eligible for life insurance When a substitute feels she/he has met the requirement for insurance coverage, she/he should advise her/his supervisor.

5. Effective November 1, 2010, dependent coverage shall be subject to the requirements of federal and state law. Dependents may be enrolled in Medical, Dental, and Vision up to age 26 regardless of student status.

B. **COVERAGE.** The SuperMed Plus preferred provider plan (PPO) as described in appendix to this agreement shall be considered the "base benefit level plan". The Board shall provide each employee and dependents with the health plan benefits shown in the appendices to this Agreement. (The Board reserves the right to select the carrier for each plan as long as it provides the same or above level of coverage pursuant to the appendix to this Agreement.)

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

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

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

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

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

-- Eliminate Bariatric surgery.

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

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

-- Emergency room co-pay $100.00;

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

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

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

C. Effective with the 2026-2027 contract, the insurance contributions from employees shall be:

	Total	Medical	Dental	Vision
Employee	$157.40	$150.51	$ 5.51	$1.38
Employee +1	$314.82	$301.02	$11.02	$2.78
Family	$525.45	$506.47	$15.16	$3.82

Employees may enroll in any of these plans or combination thereof. In order to qualify for the insurance waiver the employees must decline the medical, dental and vision plans.

D. Effective with the 2025-2026 contract, the insurance contributions will increase by the following method:

Employees will pay 15% of the total premiums as long as they do not rise more than 6% from the previous year.

If premiums rise between 6% and 10%, the employees 15% will go up by the same rate of increase above 6% but less than 10%.

(ex. If the premiums go up by 7%, the employees will pay an additional 1%, or 16% of the total premium)

If, the total premium increase is above 10%, the Board and employee will split those increases that are above 10%.

(ex. If the total premiums go up by 11%, the employees will pay 15% + 4% + 0.5% = 19.5% of the total premium)

2. **PRESCRIPTION DRUG** - The Board shall provide a prescription drug program for both single and family. The program shall pay the full cost of prescriptions with the co-pays. Effective April 1 2012, the retail co-pay shall be forty-five dollars ($45) for multi-source brand name, thirty dollars ($30) for single source brand name, and ten dollars ($10) for generic, with mail order for a ninety (90) day supply at ten ($10) for generic, seventy-five ($75) for single source and one-hundred twelve dollars and fifty cents ($112.50) for multi-source. Maintenance drugs may be obtained via mail order, the prescription drug policy shall include a generic mandate. If the member or spouse or dependent chooses a brand-name drug when a generic is available, the employee will pay, in addition to the co-pay set forth above, the full difference in cost between the generic equivalent and the name-brand drug selected, regardless of any "dispense as written" notation by the physician or the patient's personal preference, absent documented medical necessity.

3. The Board shall provide a vision care program for both single and family.

E. Term life insurance will be carried on the lives of all employees in the amount of one hundred thousand dollars ($100,000.00).

1. Term life insurance may be converted without physical examination within thirty (30) days of leaving the system, or upon attaining the age of sixty-five (65).

2. Any insured having a spouse working full-time in the system and who has him/her insured under the family plan will also have $100,000.00 life insurance on that spouse as well as on himself/herself.

3. An employee shall have an option to purchase additional block(s) of life insurance at the employee's cost at the group rate.

F. Any employee who is covered by his/her spouse's family health coverage in Section B., 1., or B., 3., may annually waive his/her coverage in writing and

receive a cash "waiver bonus" of $2,000 per year. The waiver must clearly explain the procedure for enrollment if spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually during the open enrollment period (currently in June) thereafter. If an employee submits the waiver form after the open enrollment period, they will receive a pro-rated amount of the waiver. The waiver is contingent upon the employee paying back all waiver dollars to the Board if he/she rejoins the plan for any reason during that year, on a prorated basis. There shall be no insurability question if the employee enrolls in the open enrollment period (currently in June) or if he/she enrolls within ninety (90) days of the loss of coverage. WETA shall receive a copy of each signed waiver.

G. The Board will designate one non-management person who works under the authority of the Assistant Superintendent, or may contract with a non-district employee, whose number one (1) priority will be to work specifically on employee concerns and problems in relation to the designated insurance carrier. This person will facilitate such meetings of employees and/or union representatives with representatives of the insurance carrier as WETA may request, assist employees with their claims, and handle problems by dealing with the carrier on behalf of employees. Said person shall meet with WETA/OEA representatives as requested by an individual employee through WETA for the purpose of reviewing the status of claims and claim problems. The confidentiality of the employee's information shall be guaranteed by both the Board and WETA.

H. Each member shall receive an insurance booklet identifying all coverage.

I. The Board shall provide one hundred percent (100%) replacement value insurance coverage for any Board-owned equipment being transported as part of an employee's job responsibility.

J. During the term of this contract, a committee consisting of WETA-appointed representatives and other employee representatives and administrators will meet quarterly during the school year to study the insurance coverage program and costs. The Administration shall inform the committee members if there will be a premium holiday. The committee may examine alternative coverages, delivery mechanisms, and costing, and for such purposes as designing and promoting a wellness program and educating employees about insurance programs.

K. When a District employee's spouse is eligible for coverage through her/his employer or retirement plan provider must obtain primary coverage through

the carrier of the spouse. This provision does not apply in the event that the employee's spouse must pay fifty percent (50%) or more of the premium cost of their employer's or retirement provider's plan, that spouse is eligible for the district's healthcare plan. In the event that the spouse loses coverage with her/his employer or retirement provider, the spouse of the district employee may re-enter the district's health insurance plan, beginning with the date of the loss of such coverage. Employees will be required to annually verify their spouse's eligibility for coverage in the plan of the spouse's employer or retirement provider. Any employee providing false or inaccurate information will be subject to discipline, including suspension without pay and possible contract termination.

L. The Board shall adopt a plan to avoid paying taxes on health insurance benefits.

ARTICLE XIV

ABSENCES AND LEAVES

A. **LEAVES OF ABSENCE–GENERAL PROVISIONS** - Paragraphs 1 through 4 of this section shall apply to leaves granted under this Article unless a particular leave expressly states otherwise.

1. A leave of absence is defined as a period of extended absence from duty by an employee for which a written request is submitted and approval is given by the Superintendent and Board, except as otherwise provided.

2. Upon return from such leave, the employee will be assigned to the same position if it is available, or to the most substantially equivalent position to the one he or she held prior to the leave, unless no such position is available, in which instance he or she will be assigned to a position within his or her area(s) of certification/licensure. In accordance with past practice, every effort will be made to arrive at a mutually agreeable assignment. If a position is vacated due to a leave of absence and has been filled by a regular employee (as opposed to a substitute or temporary employee), that position is no longer "available" to the returning teacher.

3. A one-year extension of the original leave of absence may be granted upon recommendation of the Superintendent with the approval of the Board. Leave of absence termination shall coincide with the school

year. The Superintendent may make exceptions to the aforementioned policy.

4. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board of premium costs (COBRA rates). Failure to forward premium at stipulated times will terminate this benefit. If during a leave of absence period the employee is gainfully employed, she/he will not be eligible for health insurance benefits through the Board and is not eligible for retirement credit in connection with the leave of absence.

5. **BIDDING RIGHTS** - Employees on unpaid leave do not have bidding rights for transfers while on leave. However, once an employee has given formal written notice that he/she will return, he/she may bid for vacancies, including the right to be offered and exercise any preference rights he/she may be entitled to, and be eligible to be assigned to said vacancies provided the effective date of the assignment is on or after the effective date of his/her return. Failure to return when promised shall constitute a resignation unless the failure is for medical reasons that were not known at the time of the Notice of Return.

6. **COMBINING TYPES OF LEAVES** - Employees may combine medical, and personal leave when necessary for medical reasons only, and when such is approved in advance of use; no other leave combinations are acceptable. A true emergency, e.g., failure of a common carrier to maintain its schedule, negates the need for prior approval.

B. UNPAID MATERNITY AND PATERNITY LEAVE ("CHILD REARING")

1. Leave without pay for a period not to extend beyond one (1) year per request shall be granted to bargaining unit members requesting maternity or paternity leave (pregnancy or adoption of a child less than six (6) years old). The date established for the beginning of such leave shall be filed with the supervisor at least six (6) weeks prior to the beginning of the requested leave except that this provision may be waived by the Superintendent. A maternity leave may be granted for up to one year and the teacher must return at a natural school break, i.e., end of academic quarter, end of semester, or end of school year. The teacher must inform the personnel department at the beginning of their 7th week of sick leave as to their intent to return to work. If the

teacher later changes her intentions her return to her current teaching position will no longer be guaranteed. No leave may last longer than a total of two (2) years and the minor portion of the requesting year. (If a bargaining unit member commences maternity leave/paternity leave during his/her personal contract year and has not completed one hundred twenty (120) days of service (including paid leave), that year shall count as the first year of two (2) years of eligibility.) For purposes of this section and Section 3., post-delivery sick leave may be counted toward the one hundred twenty (120) day calculation only during a reasonable post-delivery recovery period as determined by the employee's attending physician, but no longer.

2. Reinstatement from such leave shall be at the beginning of the contract year, except where the Superintendent and the employee agree to a different time. (An employee may return immediately within thirty (30) days of delivery if there is reasonable cause.)

3. Employees who commence a leave under this provision and who have completed one hundred twenty (120) days of service (including paid leave) from first day of continuous employment shall have the Board portion of their hospitalization premiums paid for a period not to exceed one calendar year while the employee is on unpaid maternity or medical leave. At the end of which time, the employee may continue such benefit for the duration of the leave by paying the entire monthly premium to the District Treasurer by the first day of each month.

4. A father is eligible for ten (10) days of sick leave, presuming such has been accumulated, upon birth of his child. Additional sick leave may be used upon physician's certification of illness of mother or child.

C. SABBATICAL LEAVES

1. Sabbatical leaves may be granted to certificated personnel for purposes which will improve the professional status of the participant. Certificated employees who have been employed for a five (5) year period are eligible to request sabbatical leave. Such employees must present a plan of action for the proposed leave for approval by the Board and the Superintendent.

D. PERSONAL LEAVE - All certified personnel shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days are non-accumulative, except as listed in this Article.

Paid personal leave days are unrestricted. Personal leave cannot be used for gainful employment.

1. Applications for paid personal leave shall, except in emergencies, be made through the teacher's building principal to the Superintendent at five (5) calendar days day prior to the date of the intended leave through the online program used to report teacher absences. Emergency is defined as an urgent matter which requires absence from work.

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

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

4. If an employee does not use a personal leave day, it shall be converted to a one (1) for one (1) basis to the employee's personal leave accumulation–which may increase the permissible accumulation above two hundred sixty (260) for severance purposes

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

6. Up to two (2) additional days of personal leave shall be granted each year with approval from administration, so long as the member has accumulated them as described in Article XIV, Section D, Subsection 5.

E. MEDICAL LEAVE

1. Medical leave of absence will be granted upon proper application of a professional employee who has exhausted his accumulated sick leave and is still unable to return to work.

2. Such leave will commence on the day that accumulated sick leave is exhausted and the employee has no earnings due.

3. Such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter and will not exceed a maximum period of two consecutive school years in addition to the remainder of the semester during which it commences.

4. While on medical leave of absence, the employee shall cease to accumulate sick leave.

5. The Board will pay its full share of all hospitalization premiums for the duration of the leave, not to exceed one year

6. A professional employee may request an emergency short-term medical leave for a total period not to exceed thirty (30) calendar days, in which case all fringe benefits will be maintained by the Board, provided that the employee returns to the position temporarily vacated.

7. Short-term medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days.

8. In the event that an employee on short-term medical leave is unable to return to full-time responsibilities within the thirty (30) day period prescribed, he or she shall request regular medical leave.

9. A professional employee on medical leave will be carried on the payroll records as required by Ohio Revised Code 3313.202. Such employee shall be paid in full the balance due him on his last check less the deductions previously authorized.

10. A professional employee on medical leave who intends to return to work at the beginning of the next school year shall file an application for reinstatement by April 1st of the next school year. Such application shall be accompanied by a doctor's statement indicating that the employee is or may be reasonably capable of returning to work. At the employee's option, said statement may be provided at the actual return date, in which case it shall provide assurance of medical fitness to carry out assigned duties and responsibilities.

11. It shall be the duty of the employee to notify the Personnel department in writing of his intention to return to work.

12. Failure to actually return to work due to continuing medical disability shall not constitute cause to seek cancellation of certification/licensure or of unused leave.

13. Upon return to service, the professional employee shall resume the contract status held prior to the medical leave of absence.

14. An employee on medical leave of absence who desires to return to work prior to the beginning of the next school year may inform the Personnel department in writing of such interest, which must be accompanied by a doctor's certificate indicating that the employee's medical condition is such that all assigned duties can be resumed.

The District will consider the placement of a professional employee for any position which becomes vacant and for which the employee has the proper and necessary qualifications. The employee has, however, no assurance of any position prior to the regularly established reinstatement time herein defined.

F. **LEGAL LEAVE** - Paid leave for legal requirements will be granted when a court order requiring an employee's presence as a juror or witness is issued, and is not to cover absence for traffic violations, business transactions, or summons for offenses. Legal leave also may not be used for the purpose of initiating non-employment related civil suits.

The employee will submit to the District Treasurer the amount of pay received from the court for serving as a juror, less expenses (e.g., mileage and parking). For the purpose set forth herein, "full-time employee" shall include hourly and per diem employees.

G. SICK LEAVE

1. Each teacher will be granted one and one-quarter (1-1/4) sick leave days per completed teaching month [fifteen (15) days total per year] in accordance with O.R.C. 3319.141. Unused sick leave shall be unlimited for the purposes of sick leave accumulation.

2. Any teacher shall be granted an advancement of fifteen (15) days sick leave if needed. In the event that a teacher advanced sick leave chooses to retire, the advancement shall be reimbursed from the final dollars due the teacher. If the final sum is inadequate to cover the cost of the reimbursement, the teacher shall be obligated to pay within fifteen (15) calendar days of notice from the Board treasurer.

3. Bargaining unit members shall qualify for sick leave with full pay and benefits for:

   a. Personal illness.

   b. Illness or disability due to pregnancy.

   c. Illness or disability due to childbirth (eight (8) weeks immediately after childbirth for mother without physician directive; beyond eight (8) weeks requires written physician directive); after written notice by the Board, at the beginning of the seventh (7^{th}) week of the eight (8) weeks, the employee must inform the personnel office of their intent to return to work, to take a leave, or extend sick leave (by providing a physician directive certifying illness of the employee or child); if such notice is not provided, the employee will be placed on unpaid maternity leave effective at the end of the eight (8) weeks, with return scheduled at the following semester break.

   d. Injury.

   e. Exposure to contagious disease.

   f. Absence due to illness, injury, or death in the immediate family. The employee's immediate family shall be defined as: father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparents, step-parents, and stepchildren, and grandchildren, wherever they may reside, or any relatives living

in the same household and/or persons for whom the employee has primary care responsibilities and a "durable power of attorney" for health care. In the event of death, the definition of immediate family shall also include the employee's aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

g. Adoption of a child of two (2) years or younger eight (8) weeks.

h. Sick leave may not be used to enable the employee to act as a proxy or baby-sitter for a primary-care giver, e.g., to allow one or the other parent to attend to work or other matters.

Sick leave may not be used if the member is employed in any capacity during her/his normal working hours while on sick leave.

4. Immediately upon returning from sick leave each teacher shall provide, when requested, to the Superintendent or his designee a signed statement indicating that the teacher was absent for one of the reasons set forth in Section (3) above. If medical attention was required during the period of absence, the teacher's statement shall list the name and address of the attending physician and the dates he/she was consulted. (Appendix IV)

5. Falsification of a statement regarding the use of sick leave as authorized in O.R.C. 3319.41 is grounds for suspension or termination of employment under O.R.C. 3319.081 and 3319.16.

6. WETA may establish a sick leave bank which may after demonstration and explanation be honored by the Board.

7. The Board and WETA may form a committee which shall study various incentive programs which might reduce the utilization of sick leave. Any recommendations of this committee which are to be adopted must be approved by the Board and WETA prior to implementation.

H. **ASSAULT LEAVE** - "Assault" means the causing of or attempt to cause physical harm or causing mental harm to an employee by any person when such employee charges such person with an offense prohibited by Title XXIX of the Ohio Revised Code. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of physical injury and/or emotional trauma resulting

from an assault. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence up to a maximum of sixty (60) days.

An employee shall be granted assault leave according to the following rules:

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

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

3. To qualify for assault leave, the employee shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave. In addition, to qualify for assault leave for emotional trauma, the Superintendent may require a second opinion from a licensed physician selected by the Superintendent.

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

5. Employees shall not be permitted to accrue assault leave.

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

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

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

I. **MILITARY LEAVE** - Employees who are members of the reserve military forces of the United States and who are called to active duty for more than thirty-one (31) days (or one hundred seventy-six [176] hours) in a calendar year shall be paid the difference between their normal district wages/salary and their military pay and health insurance benefits provided to such employees prior to the call to active duty shall continue to be provided to the families of such employees until the employee returns to work from active duty, or until the provisions of COBRA take effect, whichever occurs first. The District shall have the right to know the amount of military pay, and the beginning and ending dates thereof. In the event an employee is called to active duty during a school year, the employee's position may be filled by a substitute teacher for the remainder of that school year, or until such time during that school year that the regular employee returns to work. If the employee on active duty does not inform the Board of his desire to return to his former position by July 1 of the year in which he/she desires to return, the position shall be posted and bid upon in the same way as any other vacant position. For purposes of placement, upon the regular employee's return to work, he/she shall be treated as any other teacher returning from approved leave.

J. **UNPAID LEAVE** - No employee is entitled to leave of absence except as provided under terms of negotiated agreements, with the exception that, upon an application by an employee and the recommendation of his/her immediate supervisor, a leave without pay may be granted, upon the approval of the Superintendent or designee, for extraordinary personal circumstances that are not business venture, social, or recreational in nature as per Section 5. In the case of the Treasurer's Office, such approval must be granted by the Treasurer. Such leave may be granted only when an employee has exhausted his/her personal leave and vacation, and reasons for the leave must be given. Such leave may be granted under the following rules:

1. Leave without pay may be used only in whole day increments; a day shall be defined as the employee's normal workday.

2. Leave without pay requests will be denied when there is a need for a substitute called and there is none available. The judgment of the immediate supervisor that a substitute is needed is final.

3. Leave without pay cannot be accumulated.

4. An employee does not have a vested right in leave without pay, i.e., no person is automatically entitled to such leave by virtue of his/her employment in the District.

5. Leave without pay is to allow for extraordinary circumstances which arise for an employee. It is not to be used simply for the employee's convenience. Prohibitions against use of leave without pay shall include, but not be limited to, real estate transactions or other activities related to an employee's business ventures, for the simple extension of a holiday or recess, for pursuit of sporting and recreational interests or hobbies, for other gainful employment, for shopping, or for legal actions in court unless summoned by a court to appear.

6. Requests for leave without pay should be submitted as soon as possible in advance of the effective date of the requested leave.

7. Paid leave must be used before unpaid leave is granted.

8. Leave without pay may be granted for the purpose of working at a polling place during an election.

9. Failure to obtain advance approval for a leave without pay shall be cause for disciplinary action if the leave is taken, except in a provable emergency.

10. Requests for leave without pay must be submitted and approved in accord with the District's Table of Organization. A request may be denied at any point. Building level pupil personnel staff leaves are to be approved in the same way as other teaching staff.

11. Leave taken immediately before or after a holiday, vacation, or other break may cause additional deductions from pay, in accordance with provisions of the negotiated agreement.

12. If during an unpaid leave of absence the employee is gainfully employed, she/he will not be eligible for health insurance benefits

through the Board and is not eligible for service credit in connection with the leave of absence.

K. FAMILY MEDICAL LEAVE ACT

1. A bargaining unit member is entitled to twelve (12) workweeks of Family Leave during any twelve (12) month period of Family or Medical Leave for purposes described in the "Family and Medical Leave Act of 1993" or subsequent amendments, i.e., such leave may be used for:

   a. The birth of a son or daughter in order to care for the son or daughter;

   b. the placement of a son or daughter with the employee for adoption or foster care;

   c. to care for the employee's spouse, son, daughter or parent who has a serious health condition; or

   d. to care for the employee's own serious health condition that renders the employee unable to perform the functions of the job; or

   e. other purposes as may be provided in the family and medical leave act. Notice requirements are displayed in an appendix to this agreement.

2. This leave shall be unpaid except to the extent the employee has paid sick leave, personal leave or vacation available.

   The twelve (12) workweeks include the time on sick leave as provided above, unpaid "child rearing" leave, or unpaid medical leave.

3. Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.

4. All group health insurance benefits shall be maintained and paid for by the Board during the Family Leave as if the employee was not on leave.

5. On return from Family Leave, the employee is entitled to be restored to the same position held when the leave began or to the most equivalent position if the same position is filled by another bargaining

unit member as the result of a new hire or voluntary transfer.

6. This Section is not intended to deprive an employee of any greater right contained in any other section of the contract or of state and federal law.

ARTICLE XV

CURRICULUM DEVELOPMENT

Teachers will continue to be involved in curriculum and audiovisual development as evidenced in the following:

A. Curriculum and audiovisual development is an ongoing process at the building level, utilizing the cooperative effort of students, teachers, and the building principal.

B. Curriculum and audiovisual development within school clusters will be used to facilitate system wide curriculum coordination.

C. A discussion group consisting of Association and administrative representatives will meet at least once a year for the purpose of facilitating communication and identifying parts of the instructional program that need clarification and revision.

D. Curriculum and audiovisual priorities and implementation will be determined by the building and central administration, based on needs established from the above.

E. Recommendations of textbook and curriculum development committees which may be established by the administration shall be presented to the Board of Education. Committee members shall see the report prior to Board presentation and shall be notified of date of said presentations.

F. Participation in curriculum development committees will be voluntary.

G. Teachers in the appropriate buildings shall be notified that a curriculum development committee is being established in accord with this Article prior to the formal establishment of the committee.

H. Curriculum work shall be paid at the summer school rate if done during the summer; if during the school year, the teacher will be paid at this same rate or

released time will be granted. The amount of the released time shall be determined as per past practice.

ARTICLE XVI

ELEMENTARY AND MIDDLE SCHOOL CONFERENCES

A. ELEMENTARY CONFERENCES

1. Elementary teachers may conduct parent conferences on two (2) evenings in the fall semester and one evening in the spring. Each of these evening conferences shall be for a four (4) hour time period. Schools will be dismissed two (2) days as compensatory time for these evening conferences. One such compensatory day shall be the Monday after Thanksgiving and effective with the 2005-06 school year, the scheduling of the second compensatory day shall be determined by the Calendar Committee, provided the day is scheduled after spring conferences are completed and is scheduled either on a Monday or Friday.

2. Kindergarten teachers in all day, every day classes will follow the elementary conference schedule. In addition to the conferences in Paragraph 1 above, for part time kindergarten classes the Board shall dismiss classes on a Monday after report cards have been issued in the fall for the conduct of parent-teacher conferences.

3. The scheduling of parent-teacher conferences shall be performed by an ad hoc committee of three (3) representatives designated by the Association and three (3) by the Superintendent. Individual buildings may make proposals to this committee as to the scheduling of conferences in their building. It is understood that this language shall not obligate or require the scheduling of evening conferences on a uniform basis. Conferences shall not be scheduled on the day before to a scheduled day off from work.

B. SECONDARY CONFERENCES–MIDDLE AND HIGH SCHOOLS

1. Secondary conferences may be scheduled for four (4) evenings, two in the fall and two in the spring each a three (3) hour time period. Schools will be dismissed two (2) days as compensatory time for those evening conferences. One such compensatory day shall be the Monday after Thanksgiving and effective with the 2005-06 school year,

the scheduling of the second compensatory day shall be determined by the Calendar Committee, provided the day is scheduled after spring conferences are completed and is scheduled either on a Monday or Friday.

2. The scheduling of parent-teacher conferences shall be performed by an ad hoc committee of three (3) representatives designated by the Association and three (3) by the Superintendent. Individual buildings may make proposals to this committee as to the scheduling of conferences in their building. It is understood that this language shall not obligate or require the scheduling of evening conferences on a uniform basis.

C. Pilot Program

The provisions for four evening conferences for elementary and secondary teachers shall be considered a pilot program for the life of the contract. A committee composed of three (3) teachers appointed by the WETA President and three (3) administrators appointed by the Superintendent shall meet each spring to assess the effectiveness of the pilot program and submit a report and recommendation by April 1 of each year to the WETA president and Superintendent regarding any possible changes.

ARTICLE XVII

STUDENT DISCIPLINE AND ASSAULT PROTECTION

A. ASSAULT ON A TEACHER

1. Assault is understood to be the threat or attempt to harm, or the resultant harm, to an employee or visitor. Assault on a teacher is a most grievous act. For that reason, the following administrative policy is to be used:

   a. Any case of assault on a teacher or his property while in performance of his duties shall be promptly reported to the Board. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by school, law enforcement, and judicial authorities. This shall include after school actions that are related to school associated problems.

   b. A complete investigation of the alleged assault shall be conducted by the principal and a report, including recommendations made to the Superintendent. The Superintendent shall review the matter

and determine the action, if any, to be taken. This may include referral to legal authorities and/or expulsion from school. Notice of the Superintendent's decision shall be sent to all parties involved.

c. When a student returns to school following an expulsion for assaulting a teacher, upon request of the teacher who was assaulted, the student will be placed in another class if a comparable appropriate class placement is available.

3. In the case of injury to a teacher, the Worker's Compensation Law of Ohio will apply.

B. TEACHER RIGHTS

1. It is recognized that teachers from time to time are confronted with discipline problems. As a result, personal injury may occur. The Board will, to the extent permitted by law, do all possible to reimburse the teacher from any damages to his clothing or other personal effects.

2. In the event a complaint against a teacher is brought before the Board, the teacher shall be notified promptly and shall have the right to present a defense before the Board and to be represented. The teacher shall have the right to annex to any written record of such complaint an answer or denial which shall not be separated from such record.

3. Parent evaluation of teachers shall not be encouraged.

4. In case of legal action taken against a teacher as a result of rightfully performing his duties, the Board, if requested, shall assume the cost of legal expenses involved which are not otherwise covered. In this regard, the Board's participation will be to the fullest extent permitted by law.

5. The Board of Education shall make reasonable efforts to make its buildings and grounds safe and secure.

C. STUDENT DISCIPLINE

1. Federal and state law impose numerous restrictions and limitations on student discipline, including suspension, expulsion, and removal.

2. Effective discipline, observance of good order, and respect for the rights of others are necessary so that all pupils may be afforded the opportunity for a quality education.

3. The maintenance of an education environment conducive to student learning is the shared responsibility of the student, teacher, administration, and parent.

4. Every pupil has the right to learn and develop to his maximum potential. The initiation and maintenance of such an educational environment is the shared responsibility of the student, teacher, administration, and parent.

5. In connection with pupils who cannot adjust to the expected educational environment and who habitually disrupt the learning opportunities of other students, the teacher may recommend that the administration refer the student to the proper school/community agencies so they may receive suitable assistance in conforming their behaviors to those expected in a school setting.

6. Consistent with the state and federal law, teachers shall be entitled to access to pertinent information about the status of students in their classrooms where such information could aid the teacher in better understanding and working with the individual student.

7. A teacher shall refer to the principal or the principal's representative, for appropriate action, any student who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable directive in any school setting. The teacher will communicate in writing or in cases of emergency, in person, the nature of the problem, and any steps the teacher has taken to re-mediate the problem, to the appropriate administrator. The teacher will be advised of the principal's disposition of the matter before the student is returned to class. If a teacher is dissatisfied with the disposition, he/she may raise the concern with the Superintendent or designee after first conferring with the building principal.

8. Verbal attack on a teacher may be grounds for suspension and expulsion.

9. WETA shall be afforded the chance to offer recommendations regarding the student code of conduct.

10. WETA and the administration agree to work collaboratively to help create more effective educational environments for student learning and better, more consistent and effective student discipline strategies for the Willoughby-Eastlake Schools.

11. Effective with the 2001-02 school year, all elementary buildings shall have a form to be utilized by teachers and administrators when a student is referred to the office for discipline. The form will accompany the student to the office and will provide space for the teacher to indicate the teacher's reason for the referral. The form will also provide space for the administration to advise the teacher of what action commences, if any, was taken in response to the referral.

ARTICLE XVIII

TEACHER INDIVIDUAL RIGHTS

A. NONDISCRIMINATION

1. The policies, practices, and Contract of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, handicap, age, or membership in the Association or its associated activities.

2. No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity herein provided for, nor on account of his membership or position in the Association.

3. These provisions are not intended to deprive a teacher from pursuing such charges in other forums.

B. Within the recognized concept of administrative right and duty to operate the school system, to establish curriculum and to exercise reasonable controls without hindrance, teachers shall be free to present instructional materials which are pertinent to the subject and level taught within the Board's curriculum base.

C. Teachers may leave the building during duty free lunch periods and at other unassigned times. The building office shall be informed of these absences if at all possible.

D. All teachers have the right to use the school telephone for both personal and school business calls. They shall reimburse the school for the cost of any personal toll calls. The administration shall make provisions to insure teachers reasonable privacy when using school telephones.

E. District wide directories shall be made available in each building. Additional copies shall be made for faculty.

F. Unless otherwise provided in this Contract, employees shall be insured all rights and privileges granted by law.

G. Classroom teachers shall have the authority of determining grades in their classes including mentor programs except when there is an obvious error or after a conference with the teacher if that is possible. Both the teacher and parents shall be notified if an administrator changes a grade. It is the expectation that all teachers are to use the on line grading system purchased by the board.

H. A teacher is entitled to an Association representative in any meeting or hearing where disciplinary action may be discussed.

I. Unless a bargaining unit member volunteers, no one in the bargaining unit, except for nurses, will be required to provide clinic coverage.

J. The Board of Education shall make available an annual in-service scheduled and planned by the administration to provide each member of the bargaining unit with its updated rules, policies, and procedures.

ARTICLE XIX

CONTRACTS

A. CONTRACTS

1. Teacher employment and reemployment contracts shall be in accord with Section 3319.08 of the Ohio Revised Code. Contracts for the employment of teachers shall be of two types, limited contracts and continuing contracts. A limited contract for all teachers other than the Superintendent shall be for a term not to exceed five (5) years. A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, or is retired pursuant to Section 3307.37 of the Revised Code, or until it is terminated or suspended

and shall be granted only to teachers holding professional, permanent, or life certificates.

2. The Board will take action on a tenure application at the first Board business meeting after proper notice is filed with the Superintendent at least two (2) weeks prior to the meeting. (Proper notice is current certificate appropriate for tenure or submission of statement from State Department of Certification/Licensure that the application is being processed.) The granting of a continuing contract shall immediately supersede a limited contract.

3. **TEMPORARY EMPLOYEES** - A "temporary employee" may be hired in lieu of posting and bidding to fill a temporary vacancy to replace a regular employee on a long-term leave of absence for a period not to exceed two (2) consecutive semesters (i.e., "long-term substitute") or to provide temporary supplemental instructional assistance for a period not to exceed one quarter (e.g., "proficiency test teacher") except that recall rights must be honored first. This section may not be used for supplemental after school, evening, weekend, or summer activities or summer school.

   a. A "temporary employee" shall be a member of the bargaining unit from first day of work and have all rights and privileges of bargaining unit members except:

      (1) The employee does not have bidding rights during the term of the temporary assignment. (This is not intended to deprive a "temporary employee" from the ability to be hired for a vacant regular position; however, the temporary employee does not have preference over a non-employee in seeking the position.)

      (2) The temporary employee may not take a voluntary unpaid leave of absence.

      (3) The employee's paid personal leave shall accrue at the rate of one (1) day/quarter of hire, not to exceed the contractual annual maximum. The total shall be available from the first day of work.

      (4) The employee shall be deemed non-renewed on the last day of his/her temporary assignment unless rehired as a

regular employee. Premature severance shall be in accordance with Ohio Revised Code 3319.16. In the case of replacement for a teacher on leave, just cause as such is required by 3319.16, includes early return of the teacher on leave because the reason for the leave no longer exists, in which case, the temporary employee shall be given layoff/recall rights for the duration of his/her original temporary employment.

b. If an employee is rehired for a second or extended temporary vacancy without interruption, the employee shall be deemed a regular employee if he/she has completed or when he/she does complete one hundred twenty (120) days of continuous employment.

c. The Association President shall receive a notice of the hire of any temporary employee including date of hire and expiration date.

4. **PROFICIENCY TEST TEACHERS** - The Board may hire supplemental teachers for the purpose of teaching students in preparation for state proficiency tests.

These teachers shall be employed full-time for a partial year not to exceed one quarter. They shall be classified as "temporary employees."

These teachers shall be placed on the "Teachers Salary Schedule" from first day of work at the B.A. (Step 0) for the period of temporary employment.

B. TERMINATION AND NON-RENEWAL

1. Involuntary termination of employment during the midst of a contract shall be accomplished in accordance with the applicable provisions of the Ohio Revised Code.

2.a. Teachers on a limited contract may assume they will be re-employed unless notified in writing by the Board on or before June 1 of the year the contract expires. If the Superintendent intends to recommend the non-renewal of a limited contract or recommend an "extended" limited contract to a tenure-eligible teacher, all of the requirements of O.R.C.

3319.11 and 3319.111 except as expressly superseded by this Agreement, and this Agreement shall be complied with.

b. The Superintendent's recommendation shall be presented to the employee at least five (5) calendar days prior to it being presented to the Board, and the teacher shall be given a hearing upon request.

3. The evaluator for any teacher whose contract the Board intends to non-renew may be present during the Board hearing conducted pursuant to O.R.C. 3319.1165.

4. Employees are hired pending criminal background checks, as may be required by law. An employee whose record indicates a cause for termination as prescribed in law may be terminated.

C. REDUCTION IN STAFF (RIF)

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

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

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

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

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

3. **LAYOFF**

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

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

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

4. **DISPLACEMENT** - Prior to an actual layoff, a teacher who is subject to layoff in his/her current assignment shall be notified of his/her

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

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

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

5. **RECALL** - Members of the bargaining unit on continuing contracts shall have recall rights provided in O.R.C. 3319.17, provided that the period for recall rights shall be for five (5) years if the continuing contract holder keeps the Board informed of her/his addresses. Other members of the bargaining unit who keep the Board informed of their addresses shall have recall rights for five (5) school years subsequent to that school year in which the teacher was laid off. If notification of layoff occurs between school years and is to be effective the beginning of the school year immediately following notification or if the effective date of layoff is the beginning of a school year, that school year will be considered as one of the three for recall eligibility. For purposes of this section, "recall rights" means the right to be offered a position within the member's area of certification(s)/licensure(s) at the time of recall before the position is filled by hiring a person not already employed by

the Board or by recalling a member of the bargaining unit with the same contract status and with less seniority in the Willoughby-Eastlake City Schools. Offers shall be made by telephone call, to be confirmed by certified mail. Members of the bargaining unit who do not accept offers of employment within ten (10) days of mailing of such notice shall be deemed to have waived their recall rights. A teacher who is recalled shall resume the contract status, benefits, and rights he/she would be entitled to if there was no interruption in service. (A school year shall end on the last day before the first workday of the next school year.)

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

a. Certificated/licensed employees who are offered but who decline reemployment for such an opening need not be offered reemployment again in openings which may occur after the certificated/licensed employee's declination of reemployment. A teacher may reject recall to a different certification/licensure area and retain recall to his/her original certification/licensure area. Certificated/licensed employees who are not offered reemployment during such thirty-six (36) month period must make a new application for employment in accordance with established procedures if they desire to be considered for further employment. The rights herein granted to a non-renewed teacher shall be forfeited by the teacher should he or she, (1) waive his or her recall rights in writing, (2) resign, (3) fail to accept recall as provided herein, and (4) fail to report to work in a position that he/she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries. If physical illness or injuries prevent the teacher from reporting to work, he/she shall notify the Board in writing within five (5) school days after receipt of notice of recall setting forth the nature of the illness or injury and when he/she will be able to return. No contract shall be issued until the first day the teacher reports to work. Teachers who accept or reject part-time employment shall not forfeit their rights to reemployment as regular full-time employees under Section 3., e.

b. Teachers on the recall list will be eligible to retain their hospitalization and major medical group benefits provided they

fully reimburse the Board for the premium cost by making a monthly payment to the Treasurer not later than the first day of each month in which the insurance will be in effect. Failure to make a timely monthly payment shall terminate the teacher's eligibility to retain insurance benefits under this paragraph.

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

ARTICLE XX

SENIORITY

A. **SENIORITY DEFINITION** - Seniority shall be defined as the length of continuous service in the District from the first day worked. One hundred twenty (120) days shall constitute one year's service. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by,

2. The date on which the teacher submitted his/her current completed job application, and then by a flip of the coin.

3. "Grade level" certification includes Pre-K-8 certification and Pre-K-3 licensure.

4. "Subject specific" classification includes 7-12 certification, from 4 through 12 Licensure, teachers holding Special Pre-K-12 Teaching Certificates/Endorsements, Pre-K-12 Multi-Age Licensure, and Pre-K through 12 Intervention Specialists, Early Childhood Specialists, and Vocational Licensure.

Length of continuous service will not be interrupted or affected by authorized leaves of absence, provided that the time spent absent on unpaid leave or administrative service shall be deducted when computing continuous

service. Time spent on layoff up to three (3) years shall not constitute a break in continuous service, and shall not be deducted when computing the length of an employee's continuous service. No retroactivity as it relates to RIF credit.

B. SENIORITY - Seniority will be applied within classes as follows:

1. The two levels—"Grade Level" and "Subject Specific"—shall be separate and distinct as it relates to bidding, layoff, or displacement rights. Teachers classified as "Grade Level" will also be classified as Elementary. Teachers classified as "Subject Specific" shall be placed on the seniority list in each of the teaching fields in which the teacher is certified.

   Preference shall be given for "Subject Specific" employees for departmentalized subjects such as English, Math, Science, Social Studies, etc., at grades 7 and 8 over "Grade Level" employees and over any other current or created multi-subject "Grade Level" certification/licensure. Preference shall also be given to "Subject Specific" employees over multi-level K-12 specialists for departmentalized subjects such as HPE, unless well-established past practice (custom) is to the contrary. If there is no "Subject Specific" certificate/license, there is no bar.

2. At each level, all certificated/licensed employees shall be placed on a seniority list, one for tenured teachers and one for non-tenured, within their area of certification(s)/licensure(s). A copy of these lists shall be given to the President of the Association no later than February 1 of each year. A list of additions and deletions to the original lists shall be provided when they occur. These seniority lists shall govern matters of retention, layoff, and recall subject to the exceptions in C., 4., a.

3. **SENIORITY EXCEPTIONS** - Consistent with the provisions of Article XIX, Section C., 3., b., exceptions to preference for retention based on seniority may be made when it is necessary to do so in order to comply with state and federal laws relating to employment with the aforesaid Article XIX, Section C., 3., b.

C. EMPLOYMENT OF STRS RETIREES

1. A teacher re-employed by the District following retirement will commence her/his service with the District with zero year's seniority.

2. Before employing an STRS retiree in a teaching position, the position will be posted and filled in accordance with Article VII.

3. Scheduling of classes in a building where STRS retirees are employed will be accomplished in accordance with normal procedures.

ARTICLE XXI

ENTRY-YEAR TEACHER PROGRAM GUIDELINES

A. **DEFINITIONS** – Teacher(s) participating in the state-mandated Entry-year (Mentor) program as shown in state standards and in Board policy shall be designated as follows:

1. **CONSULTING YEAR TEACHER (OR MENTOR)** – A teacher who is part of the Mentoring Pool, and who will be providing assistance to an Entry Year Teacher.

2. **ENTRY-YEAR TEACHER (EYT)** – A teacher who is in the first year of employment under a teaching or educational personnel license, who will be receiving assistance by a Mentor, or who is otherwise defined as such in state standards.

   Tutors and substitutes, both casual and long-term, are excluded from participation as either consulting or entry-year teachers, as are student teachers assigned by a college or university for training.

3. **LEAD MENTOR TEAM** – One teacher from each level (elementary, middle, and high school) will serve to assist in obtaining training, conduct monthly meetings with EYTs and Mentors, collect materials for the certificate process of this program, and provide resources, as may be needed, for the Mentor-EYTs. The Superintendent or designee shall recommend the supplemental contract for these positions, and such recommendations/appointments are specifically exempted from the grievance procedures.

B. **MENTOR SELECTION PROCESS** - The Superintendent or designee shall appoint and recommend the Mentors and their supplemental contracts. The Mentor selection will be based upon the Mentor holding a current license/certificate in the same area as the assigned EYT will be teaching,

provided a teacher in the appropriate licensure area is available in the same building as the EYT. These recommendations/appointments shall not be grievable under the grievance procedures.

C. MENTOR RESPONSIBILITIES

1. Must participate in such mentor training as may be provided, or required.

2. Attend mandatory monthly Mentoring meetings with the assigned entry-year teacher.

3. Meet with the entry-year teacher on a regular basis, preferably weekly, recording these meetings on the Monthly meeting checklist which will be turned in to the lead team at the last meeting of the year.

4. Establish rapport as a helping person with the entry-year teacher.

5. Through recommended informal observations and reflections and with established criteria, help entry-year teacher identify needs and problems and find solutions.

6. Suggest ways for the entry-year teacher to organize and manage the classroom and to plan for instruction.

7. Observe the entry-year teacher in the classroom as recommended by the Accountability checklist.

8. Suggest methods and additional resources to the entry-year teacher for teaching the District's curriculum and state standards.

9. Help socialize the new teacher with other personnel in the building.

10. Suggest ways to communicate with members of the community.

11. Serve as a sounding board for the entry-year teacher.

12. Promote professionalism on the part of the entry-year teacher.

13. Assist in the evaluation of the entry-year program through an end-of-the-year survey.

14. Help the entry-year teacher become familiar with important Board policies and District and school practice and procedures.

D. **ENTRY-YEAR TEACHER RESPONSIBILITIES** - State licensure/standard Administrative Code Rule 3301-24-04 indicates that passing the Praxis III examination and successful completion of an Entry-Year program are the requirements that must be met to advance from a two (2) year provisional license to a five (5) year professional teaching license.

The Entry-year program for the Willoughby-Eastlake Schools requires the entry-year teacher to accept the following responsibilities:

1. Attend mandatory monthly mentoring meetings. The criteria for the mandatory meeting absence will be the same as purposes provided under sick leave. Unaccepted purposes shall include missing a meeting due to supplemental contract obligations, classes and/or second jobs.

2. Complete the Accountability Checklist, which will be handed in at the last meeting of the year.

3. Complete a log as recommended by the EYT program booklet. A copy will be handed in at the last meeting of the year.

4. Complete all requirements as stated in the EYT program booklet.

5. Inform mentor teacher of needs as they arise.

6. Make good faith efforts to implement suggestions/recommendation from the mentor teacher.

7. Assist as needed in evaluation of the Entry-year program through an end-of-the-year survey.

On successful completion of the Entry-year program; the EYT will be given a certificate of completion given by the Willoughby-Eastlake School District and certified by the signature of the Assistant Superintendent and President of WETA.

E. EVALUATION PROCEDURE

1. No Mentor teacher shall participate in an informal or formal evaluation of an EYT, nor make, nor be requested or directed to make any recommendation regarding the continued employment of an entry-year teacher.

2. The entry-year teacher shall not be required to perform an evaluation of the mentor teacher for purposes of retention as an employee or as a mentor.

3. No evaluation of an individual's performance as a Mentor teacher shall become part of his/her permanent record. However, the fact that the individual served as a Mentor may be noted on his/her teaching evaluation.

4. The relationship between the Mentor and entry-year teacher shall be considered tantamount to an attorney/client relationship; violation of this relationship by the Mentor shall be ground for immediate removal of this Mentor from such a position. This provision shall not operate contrary to law.

5. Mentors and entry-year teachers shall meet prior to the end of the school year to assess and evaluate the entry year program as stated under responsibilities. Recommendations shall be submitted in the form of a report by the Lead Mentor Team to WETA and the Assistant Superintendent no later than May 30. Any changes in the program shall be mutually agreed to between representatives of WETA and the Board. Economic items, or items which have economic implications, shall be subject to negotiations and ratification procedures provide in the WETA contract.

F. ORIENTATION OF ENTRY-YEAR TEACHERS – The building principal should provide to each entry-year teacher at the beginning of the school year an orientation (including written materials) to the building and the District. During the course of the school year, the mentor teacher should attempt to ensure that the entry-year teacher becomes familiar with such materials. Areas to be covered by the orientation include the following:

1. A description of the students and community to be served by the building, including demographics of the building and community (i.e. general socio-economic and educational level); size of the building

enrollment; structure of the school and the District; attendance rates; drop-out rates; college attendance rates; job placement rates, etc.).

2. Information about the year's calendar.

3. Information about the participation of parents in school activities.

4. Procedures, policies, and routines customary in the building and the District, including materials acquisition, attendance procedures, the daily schedule, extra duty assignments, lesson plans, etc.

G. **IMPLEMENTATION SCHEDULE** – This plan shall be implemented for the school year as directed by the Department of Education and as state funds are made available to meet the cost requirements as agreed to in the section on Compensation, or as provided in the WETA contract provision on supplemental duty salary schedules.

H. **MENTOR TEACHERS' TIME ALLOCATION/COMPENSATION** – Mentor teachers shall be compensated for acting as mentors, in the form of a supplemental contract, in the amount of an index of .095.

I. **LEAD MENTOR TEAM TIME ALLOCATION/COMPENSATION** – The teachers participating on the Lead Mentor team shall be compensated in the form of a supplemental contract in the amount of an index of .025 for acting as lead mentors and shall provide a record of their activities via timesheets submitted to the Assistant Superintendent by the end of the school year.

J. **OTHER STATE REQUIRED MENTORING** - The Board will comply with any other state standards that require mentoring.

ARTICLE XXII

REGULAR SUPPLEMENTAL TEACHERS

INTRODUCTION - All full and part-time members of the bargaining unit including, but not limited to those special teachers identified as HIR tutors, LD tutors, hearing tutors, and ESL tutors, and similar positions, shall receive all rights and benefits of employment provided in the WETA-Board Contract including, but not limited to salary and fringe benefits. They shall be paid in accordance with the single salary schedule

set forth in Article XII, Sections A/B, and placed on that schedule in accordance with Sections C/D.

A. **COMPENSATION AND FRINGE BENEFITS** - All "part-time" teachers and "partial year" full-time teachers including, but not limited to, the above referred members commonly identified as "tutors," who are assigned student contact for less than a full day/full "normal week" and/or less than a full year shall receive a prorated salary. (A teacher who works both a full day and a full normal week continuously from date of hire but for only part of a "full year" is not considered "part-time". He/she is referred to as "partial year" full time.) The prorated salary shall be calculated in accordance with Article XII, Section F 2 and/or 3. For these purposes:

1. A "full year" consists of one hundred eighty-two (182) workdays as defined in Article V, Section D. (and B., 13.). Part-time employees and partial year full-time employees, may be expected and have a right to attend and be paid for the two (2) teacher workdays and the parent-teacher conference that constitutes three (3) of the one hundred eighty-two (182) days if employed and feasible.

2. A "full" workday consists of six (6) student contact periods or three hundred (300) minutes of pupil contact time--whichever is more appropriate. When the days vary, this may be averaged on a daily or normal weekly basis (thirty [30] pupil contact periods/fifteen hundred [1500] pupil contact minutes per normal week). However, additional contact time may not be employee-created, i.e., the time must have the approval of the appropriate supervisor. Travel time between assignments (not home to work) is considered contact time.

3. In calculation of days in Section 1 and/or contact time in Section 2 above, neither preparation time nor required/ voluntary building meetings, nor voluntary parent/student conferences are included (see Article V, Section B.).

4. Fringe benefit eligibility for part-time employees shall be calculated in the same fashion as prorated salary, in order to determine "half-time." There is no proration of partial year full-time fringe benefits after date of hire through severance. (Part-time employees who work less than "half-time" do not receive paid fringe benefits.)

B. **PART-TIME V. FULL-TIME** - The Board shall make every reasonable effort to avoid the use of part-time employees if and when a full-time employee can be used in lieu of multiple part-time employees. Further, the Board shall not

employ teachers to work less than half-time unless necessary. (This provision shall not be used to negatively impact the 1990-91 assignments of part-time "tutors" -- but may require adjustments and postings for 1991-92. At that time, the assignment of "tutors" including duty periods, etc., shall be accomplished in the same fashion as all other "teachers"/bargaining unit members.)

C. **PROFESSIONAL DUTIES** - All bargaining unit members, including but not limited to those special teachers referred to as "tutors", may be expected to perform all relevant and needed professional services consistent with their certification/licensure and assignment that are expected of other professional teachers, e.g., lesson plans, IEP/IHPs, grading, and other professional reports. (This provision shall not be interpreted as a basis to require professional services that are not needed or relevant to the teacher's assignment.)

1. "Time slips" that identify and relate time spent with "X" student(s) are considered appropriate professional information and may be required of those teachers assigned as "tutors" and other special teachers where the information is needed. (However, they are not to be used for either evaluative purposes or to create a "punch-in/punch-out" time clock system for payroll purposes.)

2. Due to the unique nature of some "tutor" assignments, a variation in the number and names of students served by a "tutor" may occur over fairly short periods of time - and due to the small number of students assigned, such variations may be more significant than in a larger assignment. "Time slips" will be used to monitor this. However, unilateral alterations of an employee's pro-rated salary are prohibited. If an alteration is deemed necessary, the Superintendent, or his designee, shall notify the affected employee and the Association's designated representative and a hearing shall be mutually scheduled. Any subsequent decision by the Superintendent is subject to appeal in accordance with the appropriate contractual provisions.

D. **TRANSFERS AND OTHER SENIORITY RIGHTS**

1. All full-time and part-time members of the bargaining unit have all the bidding rights and involuntary change protection rights contained in Article VII. They also have all Reduction in Force rights contained in Article XIX, C. A teacher assigned as a "tutor" in 1990-91 shall have no retroactive claim to another assignment--nor shall any other teacher have a current claim to one of the "tutor's" assignments. The "tutor's" current assignment as of September 27, 1990, shall be considered

his/her "original" assignments as defined in Article VII, Section E., 4., for reinstatement rights and other Transfer and RIF rights.

2. **SENIORITY** - As defined in Article XX, Section A., "seniority" is the length of continuous service in the District from first day worked.

   a. **SENIORITY--YEAR** - The Contract provides that it takes at least one hundred twenty (120) days of work during the school year to constitute the completion of a school year. Therefore, if the partial year employee (less than one hundred eighty-two [182] workdays) only completes one hundred nineteen (119) days or less in a school year, while that year is not treated as a break in continuity, it is not counted as a year of service. The year would be deducted when computing the length of continuous service. (This is the same for a teacher who takes an unpaid leave of absence.)

   b. **SENIORITY--DAY** - For seniority purposes, a day is a day, regardless of the number of contact periods worked in the day when used in calculating continuous employment, e.g., there is no difference between part-time or full-time when bidding for a posted vacancy. However, in a layoff situation, a part-time employee may not displace a full-time employee in that no employee has "displacement (bumping) rights" into a promotion. By the same fashion, no part-time employee, who has been laid off, has recall rights to a full-time position over a laid off full-time employee. Both have preference over a new hire. [A full-time employee who accepted a part-time position in lieu of total layoff or absent total recall retains his/her rights to a full-time position (see Article XIX, Section C., 5., a.). If a full-time employee voluntarily transfers into a part-time position, he/she forfeits his/her full-time claim.]

E. **INDIVIDUAL CONTRACT RIGHTS** - All teachers including, but not limited to, those referred to as "tutors", shall receive either limited or continuous contracts as provided in Article XIX, Section A., and O.R.C. 3319.08 and be subject to the same renewal, termination, and layoff provisions as provided in Sections B./C. and O.R.C. 3319.11, 3319.111, and 3319.17 as any other teacher.

F. None of the above provisions are applicable to "casual" substitutes or "casual" tutors in that they are not in the bargaining unit. A "casual" "tutor" is defined as a "teacher" who is on call on a day-to-day basis to "tutor" a designated student(s) for a period of time not to exceed thirty (30) days - usually at the student's home. Said teacher has no right to expect a call, is free to accept or

reject the assignment when called, and is free to work for other school districts at the same time and/or between calls.

G. ACTIONS

1. The parties agree that the attached listed employees shall be placed on the salary schedule as soon as possible and also paid retroactively to the first workday of the 1990-91 school year at the placement as listed. (Any challenge to the accuracy of the placement must be filed by the employee within thirty (30) calendar days.)

2. All of the listed employees shall receive full fringe benefits retroactive to September 1, 1990.

3. All of the listed employees shall receive seniority credit retroactive to their first date of hire.

4. All listed employees who have performed at least three years (one hundred twenty [120] days or more per year) service as a teacher in a tutoring or other teaching assignment in the Willoughby-Eastlake School District within the last five (5) years and who have on file a Professional Certificate shall be given a continuous contract ("tenure") by operation of law. Others who file a Professional Certificate and have completed the necessary service shall be immediately eligible for "tenure."

H. The following factors will be considered in the development of the work schedule for tutors: IEPs, certification/licensure of the tutor, teacher travel, student availability. Every reasonable effort will be made to assign tutors to a full-time schedule. Scheduling will not be a determining factor in the development of IEPs.

I. Any tutor who is assigned to work in excess of eighty percent (80%) contact time shall be employed on a full-time basis.

ARTICLE XXIII

FORM, EFFECT, AND DURATION

A. The Agreement Booklet with appendices contains the entire agreement between the parties. It shall be entitled *Agreement between the Willoughby-*

Eastlake Board of Education and the Willoughby-Eastlake Teachers Association 2026-2028.

B. It is recognized that there are other Board policies and regulations and that the Board has the legal authority to adopt such policy, but this Agreement shall govern if there is any conflict. The parties acknowledge that this Contract constitutes the entire agreement between the parties. All previously negotiated contracts, rules, regulations, or past practices not specifically referenced in this Agreement shall not be binding upon the parties to this Contract.

C. The provisions of this Agreement are effective as of July 1, 2026 and shall continue in full force and effect until June 30, 2028 except as otherwise provided.

D. Should any provision of this Agreement be held illegal by a court of competent jurisdiction, it shall be deemed invalid, but the remainder Agreement shall be deemed valid and subsisting to the extent permitted by law.

E. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and made subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. It is understood that both the individual teacher and administrator are responsible for carrying out and following the specific and implied terms of this Agreement.

* The agreement shall expire June 30, 2028, unless extended by the conditions in Article XII.

Stacy Menser
President of the Board

Michelle Augusta
WETA President

Superintendent

WETA Chief Negotiator

Treasurer

Michelle Augusta
WETA Negotiations Chairperson / PART OF COMMITTEE

8/4/26
Date

7/13/26
Date

APPENDIX 1A

Willoughby-Eastlake City Schools

2026-2027 Teacher Salary Schedule

Step	B.A.	BA+15	BA+30	M.A.	MA+15	MA+30	MA+45	MA+60	Ph.D.
Index	1.0000	1.0415	1.0466	1.0624	1.0778	1.1007	1.1313	1.1695	1.2154
0	45,993	47,902	48,136	48,863	49,571	50,624	52,032	53,789	55,900
Index	1.0723	1.0987	1.1038	1.1296	1.1449	1.1679	1.1984	1.2367	1.2826
1	49,318	50,533	50,767	51,954	52,657	53,715	55,118	56,880	58,991
Index	1.1266	1.1560	1.1610	1.1968	1.2120	1.2349	1.2656	1.3037	1.3496
2	51,816	53,168	53,398	55,044	55,744	56,797	58,209	59,961	62,072
Index	1.1989	1.2132	1.2182	1.2639	1.2792	1.3022	1.3327	1.3710	1.4169
3	55,141	55,799	56,029	58,131	58,834	59,892	61,295	63,056	65,167
Index	1.2357	1.2704	1.2755	1.3311	1.3464	1.3693	1.3999	1.4382	1.4839
4	56,834	58,430	58,664	61,221	61,925	62,978	64,386	66,147	68,249
Index	1.2903	1.3276	1.3327	1.3983	1.4135	1.4364	1.4671	1.5052	1.5511
5	59,345	61,060	61,295	64,312	65,011	66,064	67,476	69,229	71,340
Index	1.3447	1.3848	1.3899	1.4654	1.4807	1.5036	1.5342	1.5725	1.6183
6	61,847	63,691	63,926	67,398	68,102	69,155	70,562	72,324	74,430
Index	1.3993	1.4421	1.4472	1.5325	1.5479	1.5708	1.6014	1.6395	1.6854
7	64,358	66,327	66,561	70,484	71,193	72,246	73,653	75,406	77,517
Index	1.4538	1.4993	1.5044	1.5997	1.6149	1.6379	1.6685	1.7067	1.7526
8	66,865	68,957	69,192	73,575	74,274	75,332	76,739	78,496	80,607
Index	1.5083	1.5566	1.5617	1.6668	1.6822	1.7051	1.7357	1.7739	1.8198
9	69,371	71,593	71,827	76,661	77,369	78,423	79,830	81,587	83,698
Index	1.5628	1.6138	1.6189	1.7340	1.7493	1.7723	1.8028	1.8410	1.8869
10	71,878	74,224	74,458	79,752	80,456	81,513	82,916	84,673	86,784
Index	1.6174	1.6710	1.6761	1.8012	1.8164	1.8393	1.8699	1.9082	1.9540
11	74,389	76,854	77,089	82,843	83,542	84,595	86,002	87,764	89,870
Index	1.6718	1.7283	1.7334	1.8683	1.8836	1.9066	1.9371	1.9754	2.0213
12	76,891	79,490	79,724	85,929	86,632	87,690	89,093	90,855	92,966
Index	1.7264	1.7855	1.7906	1.9355	1.9507	1.9736	2.0043	2.0250	2.0883
13	79,402	82,121	82,355	89,019	89,719	90,772	92,184	93,136	96,047
Index	1.7809	1.8428	1.8479	2.0027	2.0179	2.0408	2.0714	2.1096	2.1555
14	81,909	84,756	84,990	92,110	92,809	93,863	95,270	97,027	99,138

APPENDIX 1B

Willoughby-Eastlake City Schools

2027-2028 Teacher Salary Schedule

Step	B.A.	BA+15	BA+30	M.A.	MA+15	MA+30	MA+45	MA+60	Ph.D.
Index	1.0000	1.0415	1.0466	1.0624	1.0778	1.1007	1.1313	1.1695	1.2154
0	47,373	49,339	49,581	50,329	51,059	52,143	53,593	55,403	57,577
Index	1.0723	1.0987	1.1038	1.1296	1.1449	1.1679	1.1984	1.2367	1.2826
1	50,798	52,049	52,290	53,513	54,237	55,327	56,772	58,586	60,761
Index	1.1266	1.1560	1.1610	1.1968	1.2120	1.2349	1.2656	1.3037	1.3496
2	53,370	54,763	55,000	56,696	57,416	58,501	59,955	61,760	63,935
Index	1.1989	1.2132	1.2182	1.2639	1.2792	1.3022	1.3327	1.3710	1.4169
3	56,795	57,473	57,710	59,875	60,600	61,689	63,134	64,948	67,123
Index	1.2357	1.2704	1.2755	1.3311	1.3464	1.3693	1.3999	1.4382	1.4839
4	58,539	60,183	60,424	63,058	63,783	64,868	66,317	68,132	70,297
Index	1.2903	1.3276	1.3327	1.3983	1.4135	1.4364	1.4671	1.5052	1.5511
5	61,125	62,892	63,134	66,242	66,962	68,047	69,501	71,306	73,480
Index	1.3447	1.3848	1.3899	1.4654	1.4807	1.5036	1.5342	1.5725	1.6183
6	63,702	65,602	65,844	69,420	70,145	71,230	72,680	74,494	76,664
Index	1.3993	1.4421	1.4472	1.5325	1.5479	1.5708	1.6014	1.6395	1.6854
7	66,289	68,317	68,558	72,599	73,329	74,414	75,863	77,668	79,842
Index	1.4538	1.4993	1.5044	1.5997	1.6149	1.6379	1.6685	1.7067	1.7526
8	68,871	71,026	71,268	75,783	76,503	77,592	79,042	80,851	83,026
Index	1.5083	1.5566	1.5617	1.6668	1.6822	1.7051	1.7357	1.7739	1.8198
9	71,453	73,741	73,982	78,961	79,691	80,776	82,225	84,035	86,209
Index	1.5628	1.6138	1.6189	1.7340	1.7493	1.7723	1.8028	1.8410	1.8869
10	74,035	76,451	76,692	82,145	82,870	83,959	85,404	87,214	89,388
Index	1.6174	1.6710	1.6761	1.8012	1.8164	1.8393	1.8699	1.9082	1.9540
11	76,621	79,160	79,402	85,328	86,048	87,133	88,583	90,397	92,567
Index	1.6718	1.7283	1.7334	1.8683	1.8836	1.9066	1.9371	1.9754	2.0213
12	79,198	81,875	82,116	88,507	89,232	90,321	91,766	93,581	95,755
Index	1.7264	1.7855	1.7906	1.9355	1.9507	1.9736	2.0043	2.0250	2.0883
13	81,785	84,584	84,826	91,690	92,411	93,495	94,950	95,930	98,929
Index	1.7809	1.8428	1.8479	2.0027	2.0179	2.0408	2.0714	2.1096	2.1555
14	84,367	87,299	87,541	94,874	95,594	96,679	98,128	99,938	102,113

APPENDIX II

ACTIVITY PAY SCHEDULE [1]

Any teacher who wishes to hold a supplemental contract which might involve transportation of eight (8) or fewer student participants to or from an organized event shall be required to hold the necessary permit to drive a school van on trips involving Examples of such organized events include golf competitions, Key Club, students who qualify for state tournaments like wrestling, events involving less than nine (9) student members of a team like the divers on the swim team.

The teacher holding the supplemental contract shall be paid at the rate of $15.00 per hour for time she/he is engaged in such transportation activities, e.g., actual driving time in addition to the teacher's supplemental contract stipend.

Training to obtain the van permit shall be made available to all interested teachers. Where a teacher responsible for supervision of students who require transportation to an organized event has not received the van driver training or elects not to drive the van, that teacher must find another teacher holding the van driver permit to drive the van. That volunteer teacher shall be paid $15.00 per hour for actual driving time but shall not be eligible to accept a driving assignment which interferes with her/his regular assignment nor may the volunteer teacher use a personal leave day or sick leave day for driving. Any teacher who has not completed the necessary training and obtained the van driver permit involving transportation of students to an organized event and who has not secured a volunteer prior to the event to take her/his place may not be eligible for such supplemental contract.

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	3 - 5	6-8	9+
A. NON-SPORTS ACTIVITIES				
Academic Competition Advisors				
Middle School	0.105	0.1103	0.1158	0.1216
Senior High	0.175	0.1838	0.1929	0.2025
Assistant High School	0.123	0.1292	0.1357	0.1425
Art Service Club	0.014	0.0147	0.0154	0.0162
A P Coordinator - Senior High	0.020	0.0210	0.0220	0.0231
A-V Coordinators				
Elementary[3]	0.011	0.0116	0.0121	0.0127
Middle School	0.035	0.0368	0.0386	0.0405
Senior High	0.077	0.0809	0.0849	0.0891
Band Directors[15]				
Marching Band:				
Director Senior High	0.150	0.1575	0.1654	0.1737
Director Band Camp	0.014	0.0147	0.0154	0.0162
Assistant Director Senior High	0.042	0.0441	0.0463	0.0486
Assistant Director Band Camp	0.010	0.0105	0.0100	0.0105
Assistant Director Contests/Competition	0.004	0.0041	0.0043	0.0045
Assistant Director Public Performance (15)	0.003	0.0033	0.0034	0.0036
Auxiliary Advisors[17] Senior High	0.028	0.0294	0.0309	0.0324
Auxiliary Advisors[17] Band Camp	0.010	0.0105	0.0110	0.0116
Auxiliary Advisors[17] Percussion	0.028	0.0294	0.0309	0.0324
Auxiliary Advisors[17] Brass	0.028	0.0294	0.0309	0.0324
Auxiliary Advisors[17] Woodwind	0.028	0.0294	0.0309	0.0324
Auxiliary Advisors[17] Contests/Competition	0.004	0.0041	0.0043	0.0045
Auxiliary Advisors[17] Public Performance[15]	0.003	0.0033	0.0034	0.0036
Middle School	0.042	0.0441	0.0463	0.0486
Concert Band, Senior High	0.021	0.0221	0.0232	0.0244
Jazz Ensemble:				
Senior High (per performance, max. 3)	0.011	0.0116	0.0121	0.0127
Middle School (per performance, max. 3)	0.011	0.0116	0.0121	0.0127
Public Performances[15]				
(per performance, max. 3)	0.011	0.0116	0.0121	0.0127
Contests (max. 3)	0.014	0.0147	0.0154	0.0162
BPA	0.028	0.0294	0.0309	0.0324
Bus Duty 20 minutes per day/overage paid at hourly rate	0.035	0.0368	0.0386	0.0405

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	3 - 5	6-8	9+
Career Based Intervention	0.123	0.1292	0.1357	0.1425
C.O.E. Advisor, Senior High	0.014	0.0147	0.0154	0.0162
Camera Clubs:				
Middle School	0.014	0.0147	0.0154	0.0162
Senior High	0.028	0.0294	0.0309	0.0324
Child Information Systems Manager	0.056	0.0588	0.0617	0.0648
Choir/Music Directors:				
Northern Lights	0.08	0.084	0.0882	0.0926
Rebelation	0.08	0.084	0.0882	0.0926
Middle School	0.042	0.0441	0.0463	0.0486
Senior High	0.077	0.0809	0.0849	0.0891
Contests (max. 3)	0.014	0.0147	0.0154	0.0162
Public Performances (max.3)	0.011	0.0116	0.0121	0.0127
Class Advisors				
Freshman	0.014	0.0147	0.0154	0.0162
Sophomore	0.014	0.0147	0.0154	0.0162
Junior	0.028	0.0294	0.0309	0.0324
Senior	0.042	0.0441	0.0463	0.0486
Computer Coord./Pub. Advisor (Ind. Train. Ctr.)	0.014	0.0147	0.0154	0.0162
Core Team				
Elementary	0.014	0.0147	0.0154	0.0162
Middle School	0.014	0.0147	0.0154	0.0162
Senior High	0.014	0.0147	0.0154	0.0162
DECA Club	0.014	0.0147	0.0154	0.0162
Drama Coaches[6]				
Elementary, per production (max. 3)	0.011	0.0116	0.0121	0.0127
Middle School, per production (max. 2)	0.021	0.0221	0.0232	0.0244
Senior High, per production (max. 3)	0.033	0.0347	0.0364	0.0382
Senior High Asst. (2) Coach per production (max.3)	0.021	0.0221	0.0232	0.0244
Drug Education Coordinator	0.095	0.0998	0.1047	0.1099
Foreign Language Club[16]	0.014	0.0147	0.0154	0.0162
Foreign Language Club Assistant (If 35 or more students enroll)	0.007	0.0074	0.0077	0.0081
Friendship Club/Pep Club	0.042	0.0441	0.0463	0.0486
Future Teachers' Association, Senior High	0.014	0.0147	0.0154	0.0162
Home Economics Club	0.014	0.0147	0.0154	0.0162
Honor Society, Middle School and Senior High	0.014	0.0147	0.0154	0.0162

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	3 - 5	6-8	9+
Instrumental Music				
Elementary, per performance (max. 3) (allotted each building to each instrumental music teacher)	0.011	0.0116	0.0121	0.0127
Intramural Director	0.042	0.0041	0.0463	0.0486
Junior Council on World Affairs, Senior High	0.014	0.0147	0.0154	0.0162
Key Club Advisor				
(less than 50 students)	0.021	0.0221	0.0232	0.0244
(more than 50, but less than 75 students)	0.035	0.0368	0.0386	0.0405
(more than 75, but less than 100 students)	0.042	0.0441	0.0463	0.0486
Assistant Advisor (if more than 100 students)	0.021	0.0221	0.0232	0.0244
Library Club	0.014	0.0147	0.0154	0.0162
LPDC - Chair	0.095	0.0998	0.1047	0.1099
LPDC - Committee Member	0.06	0.063	0.0662	0.0695
Math Club	0.014	0.0147	0.0154	0.0162
Mock Trial Advisor, Senior High	0.028	0.0294	0.0309	0.0324
Modern Dance	0.042	0.0441	0.0463	0.0486
Middle School Transition Coordinator	0.035	0.0368	0.0386	0.0405
Nature Club	0.014	0.0147	0.0154	0.0162
Newspaper Advisors:				
Senior High (per edition, max. 9)	0.017	0.0179	0.0187	0.0196
Tech Center	0.014	0.0147	0.0154	0.0162
Occupational Therapist Services Coordinator	0.042	0.0441	0.0463	0.0486
Occupational Therapist, extended day	0.028	0.0294	0.0309	0.0324
OEA	0.021	0.0221	0.0232	0.0244
PAC Director (Performing Arts Center)	0.150	0.1575	0.1654	0.1737
PAC Asst. Director	0.077	0.0809	0.0849	0.0891
Pep Club Advisor, Middle School	0.014	0.0147	0.0154	0.0162
Psychological Services Coordinator	0.042	0.0441	0.0463	0.0486
Psychologist, Extended Day	0.028	0.0294	0.0309	0.0324
Publications, Middle School				
(per publication/edition, max. 4)	0.011	0.0116	0.0121	0.0127
Pupil Personnel Psych. Services				
(Central Office Extended Day)	0.028	0.0294	0.0309	0.0324

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	*3 - 5*	*6-8*	*9+*
Radio Club, Middle School	0.014	0.0147	0.0154	0.0162
Robotics Club	0.014	0.0147	0.0154	0.0162
Rocket Club	0.014	0.0147	0.0154	0.0162
Safety Patrol	0.035	0.0368	0.0386	0.0405
Science Club:				
Senior High	0.014	0.0147	0.0154	0.0162
Middle School	0.014	0.0147	0.0154	0.0162
Scrapbook Advisor, Tech Center	0.042	0.0441	0.0463	0.0486
Speech/Hearing Services Coordinator	0.042	0.0441	0.0463	0.0486
Speech Therapist/Audiologist, Extended Day	0.028	0.0294	0.0309	0.0324
Stage Managers				
Middle School, per production (max. 2)	0.014	0.0147	0.0154	0.0162
Senior High, per production (max. 3)	0.021	0.0221	0.0232	0.0244
Student Councils:				
Elementary	0.014	0.0147	0.0154	0.0162
Middle School	0.028	0.0294	0.0309	0.0324
Senior High	0.042	0.0441	0.0463	0.0486
Technology Coordinator, (less than 30)	0.0510	0.0536	0.0562	0.0590
Technology Coordinator, (from 31-50)	0.0612	0.0643	0.0675	0.0709
Technology Coordinator, (over 50)	0.0714	0.0750	0.0787	0.0826
Testing Coordinator, District	0.021	0.0221	0.0232	0.0244
Thespians	0.014	0.0147	0.0154	0.0162
Varsity Club	0.028	0.0294	0.0309	0.0324
VICA	0.028	0.0294	0.0309	0.0324
Vocal Music, Elementary (per performance, max. 3) (allotted each building to each vocal teacher)	0.011	0.0116	0.0121	0.0127
Vocational and Industrial Club, Senior High	0.028	0.0294	0.0309	0.0324
Web Page Advisor	0.028	0.0294	0.0309	0.0324
Writing Club, Middle School	0.014	0.0147	0.0154	0.0162
Yearbook Advisors				
Middle School	0.021	0.0221	0.0232	0.0244
High School	0.147	0.1554	0.1621	0.1702
Yearbook Business Manager, Senior High	0.035	0.0368	0.0386	0.0405

		EXPERIENCE LEVELS[2] IN YEARS			
		0 - 2	*3 - 5*	*6-8*	*9+*
B. DEPARTMENTAL CHAIRS[7]	Teachers in Dept.				
Elementary Chairs					
	2 - 5	0.014	0.0147	0.0154	0.0162
Grades K-5	6 - 9	0.021	0.0221	0.0232	0.0244
	10+	0.035	0.0368	0.0386	0.0405
	2 - 5	0.014	0.0147	0.0154	0.0162
Specialists	6 - 9	0.021	0.0221	0.0232	0.0244
Music/Phys. Ed.	10+	0.035	0.0368	0.0386	0.0405
	2 - 5	0.014	0.0147	0.0154	0.0162
Special Education	6 - 9	0.021	0.0221	0.0232	0.0244
	10+	0.035	0.0368	0.0386	0.0405
Middle School Chairs					
Reading					
Science					
Social Studies	Teachers				
Math	in Dept.				
English	2 - 5	0.031	0.0326	0.0342	0.0359
Music	6 - 9	0.042	0.0441	0.0463	0.0486
Art	10+	0.052	0.0546	0.0573	0.0602
Ind. Arts/Home Economics	(Each of 14				
Guidance	departments				
HPE	shown)				
Computers					
Foreign Language					
Special Education					
Grade 6 Chair					

		EXPERIENCE LEVELS[2] IN YEARS			
		0 - 2	*3 - 5*	*6-8*	*9+*
	Teachers in Dept.				
High School Chairs					
English					
Science					
Computers					
Art					
Home Economics					
Social Studies	2 - 5	0.042	0.0441	0.0463	0.0486
Math	6 - 9	0.056	0.0588	0.0617	0.0648
Music	10+	0.070	0.0735	0.0772	0.0811
Industrial Arts	(Each of 14				
Foreign Language	departments				
Business	shown)				
HPE					
Trade and Industrial					
BOE					
Special Education					
Guidance					
District Nursing Chair					

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	3 - 5	6-8	9+
C. SPORTS ACTIVITIES[8]				
Sports Administration				
Athletic Director				
Middle School	0.168	0.1764	0.1852	0.1945
Senior High	0.266	0.2793	0.2933	0.3080
Faculty Manager, Senior High (2)	0.168	0.1764	0.1852	0.1945
Co-ed Sports				
Cross Country				
Head Coach, Middle School	0.057	0.0599	0.0628	0.0659
Assistant Coach, Middle School	0.040	0.0420	0.0441	0.0463
Special Olympics Coordinator	0.053	0.0557	0.0584	0.0613
Tennis				
Assistant Coach - High School[10]	0.049	0.0515	0.0540	0.0567
Assistant Coach - Middle School[10]	0.040	0.0420	0.0441	0.0463
Head Coach, Middle School	0.057	0.0599	0.0628	0.0659
Head Coach, Senior High	0.063	0.0662	0.0695	0.0730
Weight Room Supervisor[13]	0.112	0.1176	0.1235	0.1297
Boys/Girls Sports				
Baseball (Boys)				
Assistant Coach, Senior High	0.062	0.0651	0.0384	0.0403
Coach, Ninth Grade	0.090	0.0945	0.0992	0.1042
Coach, JV Senior	0.090	0.0945	0.0992	0.1042
Head Coach, Senior High	0.117	0.1229	0.1290	0.1355
Basketball (Boys/Girls)				
Assistant Coach, Senior High	0.087	0.0914	0.0959	0.1007
Coach, Seventh Grade	0.084	0.0882	0.0926	0.0972
Coach, Eighth Grade	0.084	0.0882	0.0926	0.0972
Coach, Ninth Grade	0.112	0.1176	0.1235	0.1297
Coach, JV, Senior High	0.112	0.1176	0.1235	0.1297
Head Coach, Senior High	0.168	0.1764	0.1852	0.1945
Bowling	0.080	0.0840	0.0882	0.0926

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	*3 - 5*	*6-8*	*9+*
Cheerleaders (Girls)				
Basketball, Middle School	0.028	0.0294	0.0309	0.0324
Basketball, Ninth Grade	0.028	0.0294	0.0309	0.0324
Basketball, Head, Var./JV	0.046	0.0483	0.0507	0.0532
Football, Middle School	0.028	0.0294	0.0309	0.0324
Football, Ninth Grade	0.028	0.0294	0.0309	0.0324
Football Head, Var./JV	0.046	0.0483	0.0507	0.0532
Competition Advisor, Var./JV	0.046	0.0483	0.0507	0.0532
Competition Advisor, 9th Grade	0.028	0.0294	0.0309	0.0324
Competition Advisor, Middle School	0.028	0.0294	0.0309	0.0324
Cross Country (Boys/Girls)				
Assistant Coach, Senior High[11]	0.062	0.0651	0.0684	0.0718
Head Coach, Middle School	0.057	0.0599	0.0628	0.0659
Head Coach, Senior High	0.090	0.0945	0.0992	0.1042
Assistant Coach, Middle School	0.040	0.0420	0.0441	0.0463
Football (Boys)				
Assistant Coach, Middle School (1)[10]	0.080	0.0840	0.0882	0.0926
Assistant Coach, Ninth Grade (2)	0.147	0.1544	0.1621	0.1702
Assistant Coach, Senior High (6)	0.147	0.1544	0.1621	0.1702
Coach, Seventh Grade	0.115	0.1208	0.1268	0.1331
Coach, Eighth Grade	0.115	0.1208	0.1268	0.1331
Head Coach, Senior High	0.207	0.2174	0.2282	0.2396
Golf (Boys/Girls)				
Head Varsity Coach, Senior High	0.090	0.0945	0.0992	0.1042
Assistant Golf Coach, Senior High	0.062	0.0651	0.0651	0.0684
JV Coach, Senior High	0.062	0.0651	0.0684	0.0718
Soccer (Boys/Girls)				
Assistant Coach, Ninth Grade	0.084	0.0882	0.0926	0.0972
Assistant Coach, Senior High	0.084	0.0882	0.0926	0.0972
Head Coach, Senior High	0.126	0.1323	0.1389	0.1458
JV Coach	0.084	0.0882	0.0926	0.0972
Softball (Girls)				
Assistant Coach, Senior High	0.062	0.0651	0.0684	0.0718
Coach, Ninth Grade	0.090	0.0945	0.0992	0.1042
Coach, JV, Senior High	0.090	0.0945	0.0992	0.1042
Head Coach, Senior High	0.117	0.1229	0.129	0.1355

	EXPERIENCE LEVELS[2] IN YEARS			
	0 - 2	*3 - 5*	*6-8*	*9+*
Swimming				
Head Coach, Senior High	0.080	0.084	0.0882	0.0926
Assistant Coach, Senior High	0.040	0.042	0.0441	0.0463
Diving Coach, Senior High	0.040	0.042	0.0441	0.0463
Tennis (Boys/Girls)				
Assistant Coach[10]	0.049	0.0515	0.054	0.0567
Head Varsity Coach, Senior High	0.080	0.084	0.0882	0.0926
Middle School	0.057	0.0599	0.0628	0.0659
Assistant, Middle School[10]	0.040	0.042	0.0441	0.0463
Track (Boys/Girls)				
Assistant Coach, Middle School	0.057	0.0599	0.0628	0.0659
Assistant Coach, Senior High (2.5)	0.090	0.0945	0.0992	0.1042
Head Coach, Middle School	0.070	0.0735	0.0772	0.0811
Head Coach, Senior High	0.117	0.1229	0.1290	0.1355
Volleyball (Boys/Girls)				
Assistant Coach, Middle School	0.057	0.0599	0.0628	0.0659
Assistant Coach, Senior High	0.062	0.0651	0.0684	0.0718
Coach, Ninth Grade	0.090	0.0945	0.0992	0.1042
Coach, JV, Senior High	0.090	0.0945	0.0992	0.1042
Head Coach, Middle School	0.084	0.0882	0.0926	0.0972
Head Coach, Senior High	0.126	0.1323	0.1389	0.1458
Wrestling (Boys)				
Assistant Coach, Middle School	0.057	0.0599	0.0628	0.0659
Assistant Coach, Ninth Grade	0.112	0.1176	0.1235	0.1297
Assistant Coach, JV	0.112	0.1176	0.1235	0.1297
Assistant Coach, Senior High	0.062	0.0651	0.0684	0.0718
Head Coach, Middle School	0.084	0.0882	0.0926	0.0972
Head Coach, Senior High	0.168	0.1764	0.1852	0.1945

SUPPLEMENTAL

Footnotes

1. All supplementals are deemed automatically non-renewed at the end of the school year.

2. Experience levels means any years in each individual activity beginning with the school year 1995-1996. No experience credit will be granted when moving from other districts' experience. If a Teacher/Coach gives up his/her supplemental position, then returns to the position at a later date, they begin at the experience level they had when they left the position. For the purpose of experience, no distinction will be made between Seventh and Eighth Grade athletic positions or between Ninth Grade and JV athletic positions.

3. Elementary A-V Coordinators will be determined by individual building principals.

4. A second assistant will be added if there are more than one hundred ten (110) instruments in the band.

5. The band/vocal director and building principal/Director of Secondary Education may mutually agree to more public performances.

6. Drama coaches are not mandated with music productions.

7. In each department shown below, there shall be at least one (1) chairperson in each department in each building, except where no teacher wishes to take the position, in which case none may be appointed. By mutual agreement of the teachers and principal, the duties and pay may be divided between two (2) teachers, provided there are more than two (2) FTE teachers in the department. A teacher who is not considered as a department member may not be department chair. In all departments, elementary or secondary, full-time equivalents (FTE) as determined during the first week of October in the building rosters of staff shall be used as the official count of department staff, for purposes of calculating pay for departmental chairs. Partial teachers in a department shall be calculated as a whole, but no more than one (1) partial shall be counted as a whole.

8. All figures for sports include pre-season duties. POST SEASON COMPENSATION - Coaches of teams that automatically advance to post season play will be compensated for each week, or fraction thereof, beyond

the first round of tournament play. Compensation will be a unit ratio of the coach's regular supplemental pay determined by the number of weeks in the season beginning with the first week as permitted by the OHSAA and ending with the completion of the first round of tournament play.

9. ~~Also receive released time.~~ (No Longer Applicable).

10. Where (number) shown, indicates up to this number of coaches; otherwise only one per sport, except that teachers may split assignment and pay. In addition to those above positions, additional coaches may be added as follows: Coaches and assistant coaches will be employed only when sufficient numbers of students warrant. The athletic directors and principals will meet to determine a player-coach ratio for each sport as the need arises. This ratio shall be uniform for both high schools. A person who resigns in the midst of an assignment or is expelled shall have his/her pay prorated for the time actually served. Add one (1) high school assistant wrestling coach when the number of wrestlers reaches forty-five **(45)**.

11. Position available only if fielding both a boys' and a girls' team.

12. To be added only if there is a ninth grade team.

13. No in-season coach, athletic director or faculty manager is eligible for compensation for this supplemental.

14. Only if the numbers warrant a girls' team.

15. For any public performance after the third public performance, the Director shall be paid at the rate of $21.77 per hour, the Assistant Director at the rate of $17.00 per hour, and the Auxiliary Unit Advisor at the rate of $15.71 per hour. Performances may not be combined and paid separately.

16. If the club has thirty-five (35) or more members, the advisor may present an outline of activities for the year to the building principal and if the activities warrant it, an assistant may be hired at .007.

17. Must have separate and distinct unit per auxiliary advisor. (Maximum two [2])

HOURLY RATE - Single event type duties and non-instructional Saturday School shall be paid at the hourly rate according to Article XII, F., 4. IAT, IEP, MFE Meetings – If a teacher is requested by the administration to attend an Intervention Assistance Team (IAT), Individualized Education Program (IEP),

or Multi-Factored Evaluation (MFE) meeting held before or after the school day to accommodate parent attendance, such teacher shall receive compensation. Teachers requested to attend may bank time attended at the meeting; when the teacher has "banked" more than sixty (60) minutes, he/she may request compensation according to the negotiated extra duty compensation rate. Teachers already receiving extended day compensation may not receive IAT, IEP, MFE pay for the same meeting.

Newly established activities may be initiated during this agreement without opening negotiations provided notification is given to the director of personnel and the WETA president and is approved by the Superintendent. Payment shall be on the hourly schedule for extra duty pay and the number of hours shall be established and mutually agreed upon by administrator and teacher prior to approval. All newly established extracurricular activities during this agreement will be subject to bargaining for the subsequent contract.

18. SUPPLEMENTAL RECOMMENDATIONS

Athletic director's and head coaches will be given the opportunity to make written recommendations to the principal to retain an assistant coach.

Athletic director's will be given the opportunity to make written recommendations to the principal to retain a head coach.

If any coach who is a member of the bargaining unit is not retained, the coach will be given written reasons by the administration. Such reasons and the decision not to retain are not subject to the grievance procedure.

19. JOINT SUPPLEMENTAL COMMITTEE

A Supplemental Committee is to be created to review and examine all supplemental contracts.

The procedures and parameters of how the committee operates will be developed by the Superintendent and the WETA President.

BUILDING TECHNOLOGY COORDINATOR

This is a supplemental contract position under the WETA Agreement, although it may be offered to a classified person at the same rate. This person is to serve as the primary contact person between the building for questions and support related to instructional technology, particularly the use of computer hardware and software. Periodic and continuing training in most of the duties will be provided by the central office Computer Services staff and such external resources as may be deemed appropriate and necessary. In-service conducted by this position is not exclusive to the position; other teachers/non-teaching personnel may also be employed to offer in-service training after school, during breaks, or in the summer months.

Specific Duties:

Deal with building staff questions related to the use of instructional technology, including computer hardware and software.

Troubleshoot and resolve hardware/software problems for teachers; identify and communicate to the building principal the training needs of teachers.

To extent feasible, evaluate new software; install new software and software updates in the building.

Attend and/or conduct building/district technology in-service meetings after school, on weekends or other breaks, and/or during summer months. *

Help identify other teachers/personnel to conduct in-service programs on instructional technology.

Help other teachers evaluate the impact of instructional technology and make recommendations relative to further purchases of technology.

Qualifications:

General interest in and commitment to instructional technology, especially computers/software and ancillaries.

Desire to learn to support/maintain instructional technology systems.

Desire and ability to organize, promote, and conduct in-service programs for colleagues.

Ability to obtain the cooperation of other teachers in applying instructional technology in classrooms.

* When conducting training for weekends, other breaks, and/or summer sessions, the instructor will be paid for the instructional time at the hourly rate established in the WETA Agreement.

Submit in Duplicate **APPENDIX III** Submit in Duplicate

WILLOUGHBY-EASTLAKE BOARD OF EDUCATION
*PAID PERSONAL LEAVE FORM

Date _____

_____ _____
Employee's Name School

I hereby inform the Willoughby-Eastlake Board of Education that I shall take a paid personal leave day pursuant to the provisions of the Contract Agreement on

Absence beginning on _____ at _____
(date) (time)

and ending _____ at _____
(date) (time)

Length of workday: Beginning at _____ and ending at _____
(time) time)

Number of personal leave days used this school year: _____

Please check below the reason for such leave:

( ) Unrestricted

( ) Other

_____ _____
Employee's Signature Supervisor's Signature

*See policy instructions on reverse side _____
Superintendent's Signature

Personal Leave

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

Paid personal leave days are unrestricted. Such personal leave days may not be used consecutively, ie., only one at a time. Personal leave cannot be used on the day immediately preceding or the day immediately following a school holiday or break period.

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

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

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

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

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

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

APPENDIX IV

SICK LEAVE AFFIDAVIT

Distribution of copies:
White Payroll Department
Yellow School File
Pink Employee

Name _____ Social Security Number _____

No. of Working Days Absent _____ Building _____

Absence beginning on _____ (date) at _____ (time) and ending at _____ (date) on _____ (time)

Length of Workday: Beginning at _____ (time) and ending at _____ (time)

Reason for Absence:

_____ Personal Illness

_____ Personal Injury

_____ Illness/Injury in Immediate Family, Relationship: _____

_____ Pregnancy

_____ Exposure to Contagious Disease

_____ FMLA

_____ Death of _____ (relationship) on _____ (date)

If medical attention was required, complete the following:

Name of Attending Physician _____

Address of Physician _____

Dates Consulted _____

_____ Employee's Signature

_____ Principal's or Supervisor's Signature

_____ Date of Signature

_____ Date of Signature

APPENDIX V

WILLOUGHBY-EASTLAKE TEACHERS ASSOCIATION
GRIEVANCE FORM

GRIEVANT: _____ BUILDING: _____

ORIGINAL DATE OF OCCURRENCE: _____

DATE OF INFORMAL DISCUSSION WITH IMMEDIATE SUPERVISOR:_____

GRIEVANCE STEP: _____

PLEASE ATTACH THE FOLLOWING TO THIS FORM:

1. STATEMENT OF GRIEVANCE
2. BASIS OF GRIEVANCE
3. ACTION REQUESTED

The same basic form will be used for all 3 steps.

STEP I	Proper Administrative Authority (if informal discussion with immediate supervisor does not resolve issue)
STEP II	Superintendent or Designee (if Step I finds no resolution to the issue). If the Treasurer is the Step I hearing office, the Board of Education shall act as the Step II officer)
STEP III	Arbitration (if Step II finds no resolution to the issue)

_____ _____

GRIEVANT'S SIGNATURE DATE

APPENDIX VI

DATE: _____

CERTIFIED/LICENSED BID REQUEST

1. A separate bid request must be completed for each position bid on.
   ***If you are bidding on more than one position, indicate on this bid form your preference for the position indicated below (1st choice, 2nd choice, etc.)*
2. Certification/licensure must have been received for the position bid on.
3. A bid is not accepted based on contingency that you do not receive another position.

TO: PERSONNEL OFFICE

FROM: _____
Teacher's Name

_____
Present Position

_____
Present Building(s)

_____
Certification/Licensure

I would like to be considered for the following position:

POSITION: _____

BUILDING(S): _____

****Circle One:** **1st Choice** **2nd Choice** **3rd Choice** **4th Choice**

COMMENTS:

The following information is to be completed for positions that are posted during the summer when school is out of session.

Home Address: _____

_____

Home Phone: _____

MEMORANDUM OF AGREEMENT

This agreement entered into this 30th day of September 1998, by and between the Willoughby-Eastlake Teachers Association and the Board of Education of the Willoughby-Eastlake City School District.

On August 17, 1998, WETA filed Grievance No. 99-1, contesting the Board's interpretation and application of the provisions of Article VI. In consideration of the mutual promises and commitments set forth below, the Board and WETA agree as follows:

1. The Board will follow and implement the Association's interpretation of the "weighting" provisions of Article VI for the 1998-99 and 1999-2000 school years without prejudice to the Board's reservation of rights under this Agreement. The Association's interpretation requires that each "mainstreamed" student be weighted as two (2) in each academic period in which the student is educated in a regular education classroom.

2. The Association will withdraw Grievance No. 99-1 without prejudice to the rights it has reserved through this Agreement.

3. The Board and Association will appoint a committee of five (5) members each to review and analyze application of Article VI to mainstreamed and other students with IEPs. The committee will submit its report and recommendations to the Superintendent and WETA President by January 15, 2000.

4. In the event application of Article VI to mainstream students in accordance with WETA's interpretation results in the employment of four (4) additional faculty members for the 1999-2000 school year, then the Board is entitled to exercise one of the following options, with the Association to be notified of the option selected by the Board not later than February 1, 2000:

    a. The Board may advise WETA that it will continue to follow the Association's interpretation of Article VI for the 2000-01 school year.

    b. The Board may advise WETA that it is exercising its right to require reopening of negotiations with respect to Article VI only. If agreement on modifications to Article VI is not achieved and ratified by the Board and Association by May 1, 2000, then the dispute will be submitted to binding fact-finding on the provisions to constitute Article VI for the 2000-01 school year. The fact-finder will be selected under the rules of FMCS.

5. At the first staffing meeting of the year, the administration will provide information concerning the procedure employed by the weighting review team, including the composition of the weighting review team and the data to be supplied by the teacher to the team.

6. The weighting review team procedure will be amended to include consideration of students who are on 504 plans as well as IEPs. In the event the weighting review team convenes to consider the possible weighting of a student on a 504 Plan, the team shall include members of the IEP team who now have the student and are familiar with the rationale for the 504 Plan, school psychologist, related service personnel, the classroom teacher and others who have worked with and have knowledge of the student, and staff members who are expected to provide services to the student.

CONSIDERATION FOR WEIGHTING

PROCEDURES:

1. Teacher who serves the student requests in writing a meeting to consider weighting the student.

2. Within thirty (30) days of the teacher's written request, the Principal convenes the team. The team should include members of the IEP team that have knowledge of the student and the rationale for the current placement, the school psychologists, related service personnel, the classroom teacher, and others who have worked with and have knowledge of the student, and staff members who are expected to provide services to the student.

3. The teacher who requested the meeting should present the documentation that supports the consideration of weighting the student.

4. The team decision should be based on consensus.

5. Within sixty (60) days of the teacher's written request the team's decision will be implemented. If a student is to be weighted, the team decision should be sent to the Assistant Superintendent and the Director of Pupil Services.

6. The placement and the determination to weight a student should be reviewed on an annual basis.

PROVIDE SUMMARY OF DATA AND ATTACH DOCUMENTATION:

☐ Academic Needs:

☐ Adaptive Behavior:

☐ Behaviors:

☐ Supportive Services:

☐ Special Needs:

☐ Regular Classroom Profile:

SUGGESTED REFERENCE FOR TEACHER AND COMMITTEE USE:

ACADEMIC:

- Student's instructional level
- List IEP modifications to the curriculum
- List IEP accommodations
- Alternative activities/curriculum
- Use and implementation of assistive technology
- Modified assignments
- Modified/alternative assessment
- List times and subjects student is in your class

ADAPTIVE BEHAVIOR:

- List specific areas of below age level *self help skills* that require teacher intervention
- List specific areas of below age level communication skills that require teacher intervention
- List specific areas of below age level *socialization* skills that require teacher intervention

BEHAVIORS:

- List the IEP documented teacher cues (visual, auditory, physical)
- List the observed/documented undesirable behaviors
  a. Time of day
  b. Frequency
  c. Antecedents
- List specific classroom teacher interventions
  a. Positive reinforcements
  b. Consequences
- List any specific classroom teacher responsibilities identified in the behavior plan

SUPPORTIVE SERVICES:

- List dates, time, frequency of consults with related service personnel (aud, OT, STH, etc.)
- List any additional reports written regarding this child

SPECIAL NEEDS:

- Self care
- Assisted technology
- Below age level of independency
- Frequent parent communications

MEMO OF AGREEMENT

Extra Duty Compensation Form

The form for extra duty compensation shall be revised to include directions for completion. The Assistant Superintendent shall issue a memo which includes examples of activities and duties for which a member receives voluntary duty pay and the different pay rates for different duties. The administration shall conduct an in-service for administrators to address the issue of eligibility for extra pay.

MEMORANDUM OF AGREEMENT

Intervention Testing

The President of the Association and Superintendent shall appoint a committee to review the results of standardized testing, including proficiency testing, to see if appropriate interventions are being provided. The results of the committee's review shall be shared with the Superintendent and WETA President.

Letter from Sheeran to Lane, copy to WETA President and Superintendent, as follows:

Dear Ms. Lane:

This letter confirms the agreement we achieved in recent negotiations. In the event the Ohio Department of Education advises the District that it is not in compliance with OAC 3301-35-10 by failing to establish a site based management council in at least one of the District's buildings, the Association and Board agree to engage in interim bargaining regarding the means necessary to achieve such compliance.

Sincerely,

Sheeran

c: WETA President
Superintendent

MEMORANDUM OF AGREEMENT

Professional Development Program Committee

A committee composed of five (5) teacher members appointed by the WETA President and four (4) administrator members appointed by the Superintendent will continue to address professional development concerns. The committee will consider the results of surveys of other districts' professional development opportunities and the following issues:

1. Needs assessment of staff.
2. Voluntary summer training with a stipend of $_____ or CEUs.
3. Saturday training with stipend of $_____ or CEUs.
4. Early dismissal/delayed start of students (provided transportation arrangements prove feasible).
5. Study scheduling alternatives to incorporate professional development programs.
6. Use internet for training medium.
7. Building level committees to develop professional programs.
8. Distance learning.
9. Increase consortiums for staff development opportunities.
10. Conduct regular District-wide round tables by grade levels and departments.
11. Develop teacher trainers.
12. Provide professional development programs that meet at least minimum CEU requirements.
13. Evaluate use of staff meetings/instructional meetings.
14. LPDC activities in review of IPDPs to seek conformity with District's professional growth focus.
15. Make the last day for teachers a half-day (½) day and convert the remaining half-day (½) day to professional development.
16. Two professional development programs, one each semester, may include an early dismissal and eliminate instructional meetings.
17. Make the last day a half-day (½) day for teachers and get half-day (½) day for professional development and add the three (3) resulting hours on some date in conjunction with an early dismissal.
18. Survey districts on early dismissal/delayed start.
19. Building professional development activities must be consistent with District parameters in scope, sequence and length.
20. Survey parochial school calendar.
21. The Professional Development Program Committee shall assume responsibility for the study and recommendation of staff development

programs and classroom management and programs on instructional methodology.

The committee's report and recommendations, including any changes in contract terms, will be submitted to the bargaining teams no later than March 1st.

MEMORANDUM OF AGREEMENT

Safety Procedures

1. Each member of the WETA and WECP units shall receive a staff handbook, which will include District and personal safety procedures and will also include accident and incident report forms.

2. Special education teachers are responsible for sharing with direct service aides and their regular education colleagues updates they receive from the District regarding special education law and regulations.

3. Job postings for direct service aide positions shall include notice that physical restraint and lifting activities as well as personal care of students, for example, toileting and diapering

MEMORANDUM OF AGREEMENT

ESL and Special Ed Issues

1. The ESL Committee will consider obtaining software to assist ESL students and teachers.

2. The ESL Committee will submit its report and recommendations to the Superintendent and WETA by June 1, 2001.

3. Except for assigned case managers, teachers will not be required to write IEPs for students for whom they do not otherwise have instructional responsibility.

4. The administration will develop a plan and will in-service building principals on how teachers may identify a special needs student and the procedure to access the referral process. Thereafter, principals will provide in service on these subjects to their teachers.

5. Sufficient supplies of textbooks, teacher manuals and software will be ordered to provide same to all teachers who need such materials for instructional performance.

6. If placement of a student identified as ED cannot be completed, a temporary aide or substitute teacher will be provided.

7. Except in the event of an emergency, special education teachers and LD tutors will not be used for substitute duty in another class.

8. LD teachers and LD tutors are strongly encouraged to consider providing LD services to learning disabled students in science and social studies classes where appropriate.

9. A committee composed of representatives of WETA, WECP, administrators and special education coordinators will create a glossary of terms in the contracts that relate to special education.

MEMORANDUM OF AGREEMENT

Magnet Program

The District Administration and teachers will conduct a brief study of the magnet program at the fourth grade level. The administration and WETA will attempt to conduct meeting no later than January 31, 2002. Teachers invited to attend such meeting shall be paid at the rate set forth in Article XII (F)(4).

MEMORANDUM OF AGREEMENT
BETWEEN
WILLOUGHBY-EASTLAKE TEACHERS ASSOCIATION
AND
WILLOUGHBY-EASTLAKE BOARD OF EDUCATION

This Memorandum of Agreement is made by and between the Willoughby-Eastlake Teachers Association and the Willoughby-Eastlake Board of Education.

WHEREAS, the Willoughby-Eastlake Teachers Association (WETA) and the Willoughby-Eastlake Board of Education (Board) are parties to a Collective Bargaining Agreement (Agreement) effective September 1, 2001 through August 31, 2004; and

WHEREAS, this Agreement contains a provision for the mentoring of new teachers (Article XXI); and

WHEREAS, through discussions between the parties the following is agreed upon to ensure participation at mentoring meetings:

1. State Licensure/Standard Administrative Code Rule 3301-24-04 indicate that the following requirements must be met to advance from a 2-year provisional license to a five-year professional teaching license:

    a. Passing the Praxis examination
    b. Successful completion of an Entry-Year Program.

2. The Accountability Checklist and mandatory meeting schedule, with criteria set, will be used to determine the successful completion of (1b) above.

3. On successful completion of (1b) above; the mentee will be given a certificate of completion given by the Willoughby-Eastlake school District and certified by the signature of the Superintendent and President of WETA.

4. The criteria set for the mandatory meeting absence will be purposes under sick leave. Unaccepted purposes shall be supplemental contracts, classes and/or second jobs.

NOW AND THEREFORE, the parties mutually agree to the above criteria for participation in the entry-year program and mandatory meetings by placing their signatures on the line provided.

For the Association

WETA President Date

Labor Relations Consultant Date

For the Board

Superintendent Date

Assistant Superintendent Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF THE
WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT
AND
THE WILLOUGHBY-EASTLAKE TEACHERS ASSOCIATION

SEVERANCE PAY DEFERRAL PLAN

The Board of Education of the Willoughby-Eastlake City School District (the "Board") and the Willoughby-Eastlake Teachers Association (the "WETA") hereby agree that the following paragraph C. is hereby added to the provisions of Article X of the collective bargaining agreement between the parties that is effective as of September 1, 2004.

In addition, the parties also hereby agree that the provisions contained in this Memorandum of Understanding that require the establishment of a 403(b) Plan to provide for the deferral of a retiring teacher's severance pay shall be applied with respect to any teacher who meets the following requirements: (i) on or after the date of this agreement and prior to September 1, 2004, the teacher retires from employment and thereby becomes entitled to severance pay under the terms of Article X of the collective bargaining agreement between the parties that is effective prior to September 1, 2004, and (ii) the teacher's last day of employment is in or after the calendar year in which the employee is or will be age 55.

The following are the provisions that are to be added to the collective bargaining agreement that is effective as of September 1, 2004:

C. SEVERANCE PAY DEFERRAL PLAN

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "Bencor Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "403(b) Plan") with terms that comply with the requirements of this Paragraph C.

2. Participation in the 403(b) Plan shall be mandatory for any teacher who for any teacher who meets all of the following requirements:

    a. The teacher is employed on or after the date of the adoption of the Bencor Plan.

b. The teacher retires and is thereby entitled to severance pay under Paragraph A. or Paragraph B. of this Article.

c. If the teacher's last day of employment is on or before September 1, 2004, the teacher's last day of employment must be in or after the calendar year in which the employee is or will be age 55.

3. The terms of the 403(b) Plan shall include the following:

a. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment of severance pay under Paragraph A. and/or Paragraph B. of this Article, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to:

(i) The teacher's severance pay under Paragraph A. of this Article; and

(ii) Any retirement incentive bonus that a teacher becomes entitled to pursuant to Paragraph B. of this Article.

b. Payments shall be made to the 403(b) Plan within the timeframes described in Paragraphs A. and B. of this Article regarding the payment of severance pay; provided, however, if the payment amount for any calendar year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over to the subsequent year and then paid into the 403(b) Plan.

4. A teacher who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package; and unless and until a teacher does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the teacher.

5. 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 nevertheless be paid to the 403(b) Plan and then be
paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.

6. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

7. Any teacher who is entitled to severance pay 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 Paragraphs A. and B. of this Article. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy. Establishment of the 403(b) Plan shall not in any way affect the establishment of and maintenance of the health reimbursement arrangements, as may be required under Paragraph B. above.

8. 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/her sole discretion, determines is required by law. Neither the Board, nor the WETA guarantee any investment or tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

* * *

President of the Board	WETA President
Superintendent	WETA Chief Negotiator
Treasurer	WETA Negotiations Chairperson
Date	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF THE
WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT
AND
THE WILLOUGHBY-EASTLAKE TEACHERS ASSOCIATION

DRUG-FREE WORKPLACE

The Association and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Association and all students that the District be a drug and alcohol-free workplace. The Association and Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

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

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

3. Before any reasonable suspicion testing program commences, at least four administrators appointed by the Superintendent and eight members appointed by the WETA President and WECP President shall attend training offered by the Ohio Bureau of Workers' Compensation in the detection and prevention of abuse of drugs or alcohol paid by the Board.

4. Employees may be tested for abusive illegal drug usage of drugs or alcohol where there are reasonable grounds to believe that the employee to be tested is abusing illegal drugs. Before an employee may be directed to reasonable grounds testing, a committee composed of at least two appropriately trained administrative personnel will consider the specific, objective facts which raise reasonable concerns regarding illegal drug abuse and will meet with an appropriately trained WETA/WECP member appointed by the WETA/WECP President to review and discuss those

facts and inferences. Such facts and inferences may be based upon, but are not limited to, any of the following:

a. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.

b. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance or alcohol abuse and does not appear to be attributable to other factors.

c. The identification of an employee as a focus of a criminal investigation into unauthorized drug possession, use or trafficking.

d. Repeated or flagrant violations of the Board's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use or substance use that may violate the Board's drug free workplace policy and do not appear attributable to other factors.

4. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the Board's business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board's business, or within the scope of employment, and which results in any of the following:

a. A fatality of anyone involved in the accident.

b. Bodily injury requiring off-site medical attention away from the employer's place of employment.

c. Vehicular damage in apparent excess of twenty-five hundred dollars ($2500), or

d. Non-vehicular damage in apparent excess of twenty-five hundred dollars ($2500).

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

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

7. Guidelines and Additional Requirements -- Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as set forth in the Federal Register and at Board expense. In addition to the "Guidelines," urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in 8.b. All alcohol testing will, as a minimum, include the use of: evidential-grade breath alcohol analysis devices." Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in 8.b.

8. Testing Positive

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

   b. An employee testing "positive" will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is "negative" the employee will be permitted to

resume work immediately and be reimbursed for the cost of such independent test.

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

10. Discipline

    a. Confirmation – No adverse action or discipline will be taken against any employee on the basis an unconfirmed "positive" result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.

    b. Grievance Procedure – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

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

12. Subject to the provisions of this policy, employee confidentiality shall be maintained.

SCHEDULE OF BENEFITS
COMPREHENSIVE MAJOR MEDICAL BENEFITS

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. No precertification is required for Emergency Services. If a Hospital Confinement is needed for an Emergency Medical Condition, you or your authorized representative must notify the Claims Administrator within 48 hours following admission.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum ..... Unlimited

Network (PPO Network Providers)

Calendar Year Deductible:
Per Individual $500.00
Per Family $1,000.00

After the Deductible is met, all eligible charges will be paid at 90% until the Coinsurance Out-of-Pocket Maximum has been satisfied.

Coinsurance Out-of-Pocket Maximum per Calendar Year (excluding the Deductible and Copayments):
Per Individual $500.00
Per Family $1,000.00

Then: 100% payment, after any applicable Copayment, on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Total Out-of-Pocket Maximum per Calendar Year (including any applicable Copayments, Deductible and Coinsurance):
Per Individual $6,350.00
Per Family $12,700.00

Once the Total Out-of-Pocket Maximum is met, then 100% payment on eligible charges for that Individual for the remainder of that Calendar Year.

Non-Network (Non-PPO Network Providers)

Calendar Year Deductible:
Per Individual $1,000.00
Per Family $2,000.00

After the Deductible is met, all eligible charges will be paid at 70% until the Coinsurance Out-of-Pocket Maximum has been satisfied.

Coinsurance Out-of-Pocket Maximum per Calendar Year (excluding the Deductible and Copayments):
Per Individual $1,000.00
Per Family $2,000.00

Then: 100% payment, after any applicable Copayment, on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

13. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

Total Out-of-Pocket Maximum per Calendar Year (including the Copayments, Deductible and Coinsurance):
Per Individual ..... Unlimited
Per Family ..... Unlimited

Network and Non-Network Do Not Cross Apply

COVERED SERVICES

Subject to Deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Emergency Services		
Emergency Room (Medical/Accident) Applies to the Network Out-of-Pocket Maximum. Copay is waived if admitted.	$100 Copay, then 100% no Deductible	
Emergency Room (Medical/Accident) Ancillaries and Physician	100% no Deductible	
Non-Emergency use of an Emergency Room Applies to the Network Out-of-Pocket Maximum. Copay is waived if admitted.	$100 Copay, then 100% no Deductible	
Non-Emergency Room Ancillaries and Physician	100% no Deductible	
Inpatient Services		
Anesthesia	90%	70%
Consultations	90%	70%
Newborn Care	90%	70%
Institutional Services (precertification is required for non-Emergency Services)	90%	70%
Physical Medicine and Rehabilitation	90%	70%
Professional Services	90%	70%
Skilled Nursing Facility	90%	70%
Surgical Services	90%	70%

Mental Illness, Alcoholism and Drug Abuse
In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.

Office Visit (Illness/Injury)		
Physician Office Visit/Consultations (no Deductible) Exam only, Including Scheduled Telehealth Services.	$25 Copay, then 100%	$25 Copay, then 70%
On-Demand, Virtual Telehealth Services (no Deductible)	$25 Copay, then 100%	$25 Copay, then 70%

COVERED SERVICES

Subject to Deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Office Visit (Illness/Injury) continued		
Specialist Office Visit/Consultations (no Deductible) Exam only, including Scheduled Telehealth Services.	$35 Copay, then 100%	$35 Copay, then 70%
Urgent Care Provider Office Visits (no Deductible) Includes facility.	$25 Copay, then 100%	$25 Copay, then 70%
Urgent Care Related Services	Benefits are paid based on the services rendered	
Outpatient Services		
Allergy Testing/Treatment	90%	70%
Diagnostic Imaging/Lab/Medical Tests/X-ray	90%	70%
Diabetic Education and Training only (not required by PPACA)	90%	70%
Home Health Care	90%	70%
Pre-Admission Testing	90%	70%
Surgical Services	90%	70%
Outpatient Therapy		
Cardiac Rehabilitation	90%	70%
Chemotherapy and Radiation Therapy	90%	70%
Chiropractic (no Deductible) 20 visits per Benefit Period maximum. The visit-limit shown does not apply to the treatment of Mental Illness, Drug Abuse or Alcoholism.	$25 Copay, then 100%	$25 Copay, then 70%
Dialysis Treatment	90%	70%
Hyperbaric, Pulmonary and Respiratory Therapy	90%	70%
Occupational Therapy (no Deductible) 20 visits per Benefit Period maximum. The visit-limit shown does not apply to the treatment of Mental Illness, Drug Abuse or Alcoholism.	$25 Copay, then 100%	$25 Copay, then 70%
Physical Therapy (no Deductible) 20 visits per Benefit Period maximum. The visit-limit shown does not apply to the treatment of Mental Illness, Drug Abuse or Alcoholism.	$25 Copay, then 100%	$25 Copay, then 70%
Speech Therapy 20 visits per Benefit Period maximum. The visit-limit shown does not apply to the treatment of Mental Illness, Drug Abuse or Alcoholism.	$25 Copay, then 100% no Deductible	70%
Preventive/Wellness		
Health Care Reform Preventive Benefits	100% no Deductible	70%

COVERED SERVICES

Subject to Deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Preventive/Wellness continued		
Women's Preventive Health Benefits	100% no Deductible	70%
Immunizations	required by PPACA: 100% no Deductible not required by PPACA: 90%	70%
Physical Exam	100% no Deductible	70%
Prostate Exam	100% no Deductible	70%
Bone Density Tests	required by PPACA: 100% no Deductible not required by PPACA: 90%	70%
Colorectal cancer screenings, including colonoscopy, sigmoidoscopy and fecal occult blood test (all ages)	100% no Deductible	70%
Lab, Medical Tests and X-rays	required by PPACA: 100% no Deductible not required by PPACA: 90%	70%
Mammogram (all ages)	100% no Deductible	70%
Pap Tests (includes GYN exam)	100% no Deductible	70%
PSA Tests	100% no Deductible	70%
Well Child Care (birth to age 21) Including, but not limited to: exams, immunizations, hearing exams, and vision exams (including refractions)	100% no Deductible	70%
Well Child Labs (birth to age 21)	required by PPACA: 100% no Deductible not required by PPACA: 90%	70%
Additional Services		
Abortions Spontaneous miscarriages and therapeutic only	Benefits are paid based on the services rendered	
Ambulance Subject to the Network Deductible and applies to the Network Out-of-Pocket Maximum	90%	
Attention Deficit Disorder (ADHD)	Benefits are paid based on the services rendered	
Autism Spectrum Disorders, including Applied Behavior Analysis (ABA) Outpatient therapy visit-limits do not apply.	Benefits are paid based on the services rendered	
Durable Medical Equipment Including wigs and bras following mastectomy	90%	70%
Gender Affirming Surgery	Benefits are paid based on the services rendered	
Genetic Lab Testing includes Counseling (not required by PPACA)	90%	70%

COVERED SERVICES

Subject to Deductible unless otherwise stated:	Percentage Payable Network	Non-Network
Additional Services continued		
Hospice	90%	70%
Infertility Testing Treatment is not covered	Benefits are paid based on the services rendered	
Learning Disorders	Benefits are paid based on the services rendered	
Medical Supplies	90%	70%
Oral Accident	Benefits are paid based on the services rendered	
Organ Transplant	Benefits are paid based on the services rendered	
Private Duty Nursing	90%	70%
Sleep Disorder	Benefits are paid based on the services rendered	
Therapeutic Injections	90%	70%
TMJ	Benefits are paid based on the services rendered	
Hearing Aids (birth to age 22) One per ear, up to $2,500 every 48 months	100% no Deductible	70%
Hearing Aids (age 22 and over) One per ear, up to $800 every 48 months	100% no Deductible	70%
Hearing Aid Related Services (all ages)	100% no Deductible	70%

PRESCRIPTION DRUG SCHEDULE OF BENEFITS

Preventive Prescription Drugs in compliance with PPACA	Plan pays 100%
Retail Copay (up to a 30-day supply):	
Generic	$10.00
Formulary	$30.00
Non-Formulary	$45.00
Mail Order Copay (up to a 90-day supply):	
Generic	$10.00
Formulary	$75.00
Non-Formulary	$112.50
Specialty Prescription Drugs (maximum 30-day supply)	
Generic	$10.00
Formulary	$30.00
Non-Formulary	$45.00
Specialty Drugs filled through Alternative Sourcing Partner	$0

Out-of-Pocket Maximum per Calendar Year: Any Copayments, Deductibles or Coinsurance that apply to this benefit will count toward the Network Out-of-Pocket Maximum shown in the Comprehensive Major Medical Benefits section of this Schedule.

Dental Coverage

Your Dental Plan	**PPO**	
Calendar year deductible	In-Network	Out-of-Network
Individual	$25	$25
Family limit	3 per family	
Waived for	Preventive	Preventive
Charges covered for you (co-insurance)	In-Network	Out-of-Network
Preventive Care	100%	100%
Basic Care	80%	80%
Major Care	80%	80%
Orthodontia	60%	60%
Annual Maximum Benefit	$1000	
Maximum Rollover	Yes	
Rollover Threshold	$500	
Rollover Amount	$250	
Rollover In-network Amount	$350	
Rollover Account Limit	$1000	
Lifetime Orthodontia Maximum	$1000	
Dependent Age Limits	26	

Life Insurance

	BASIC LIFE	VOLUNTARY TERM LIFE
Employee Benefit	Your employer provides $100,000 Basic Term Life coverage	$10,000 increments to a maximum of $300,000
Accidental Death and Dismemberment	Your Basic Life coverage includes Enhanced Accidental Death and Dismemberment coverage	Not available
Spouse Benefit	N/A	$10,000 increments to a maximum of $300,000
Child Benefit	N/A	Your dependent children age 14 days to 26 years. You may elect $2,000,$5,000, $10,000. Subject to state limits.
Premiums	Covered by your company if you meet eligibility requirements	Increase on plan anniversary after you enter next five-year age group
Portability: Allows you to take coverage with you if you terminate employment	No	Yes
Conversion: Allows you to continue your coverage after your group plan has terminated	Yes	Yes

Vision Benefits

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES		
Exam at PLUS Provider	$0 copay	Up to $40
Exam	$10 copay	Up to $40
Retinal Imaging	Up to $39	Not covered
CONTACT LENS FIT AND FOLLOW-UP Fit		
& Follow-up - Standard	Up to $40: contact lens fit and two follow-up visits	Not covered
Fit & Follow-up - Premium	10% off retail price	Not covered
FRAME		
Frame at PLUS Provider	$0 copay; 20% off balance over $150 allowance	Up to $70
Frame	$0 copay; 20% off balance over $100 allowance	Up to $70
STANDARD PLASTIC LENSES		
Single Vision	$25 copay	Up to $30
Bifocal	$25 copay	Up to $50
Trifocal	$25 copay	Up to $70
Lenticular	$25 copay	Up to $70
Progressive - Standard	$80 copay	Up to $50
Progressive - Premium Tier 1 - 4	$130 - 200 copay	Up to $50
LENS OPTIONS		
Anti Reflective Coating - Standard	$45 copay Anti	Up to $23
Reflective Coating - Premium Tier 1 - 3	$57 - 85 copay	Up to $23
Photochromic - Non-Glass	$79	Not covered
Polycarbonate - Standard	$40	Not covered
Polycarbonate - Standard - 19 years of age	$0 copay	Up to $20
Scratch Coating - Standard Plastic Tint -	$15	Not covered
Solid and Gradient	$15	Not covered
UV Treatment	$15	Not covered
All Other Lens Options	20% off retail price	Not covered
CONTACT LENSES		
Contacts - Conventional	$0 copay; 15% off balance over $100 allowance	Up to $70
Contacts - Disposable	$0 copay; 100% of balance over $100 allowance	Up to $70
Contacts - Medically Necessary **OTHER**	$0 copay; paid-in-full	Up to $300
Hearing Care from Amplifon Network	Discounts on hearing exam and aids: call 1.877.203.0675	Not covered
Lasik or PRK from U.S. Laser Network	15% off retail or 5% off promo price, call 1.800.988.4221	Not covered
FREQUENCY	ALLOWED FREQUENCY - ADULTS	ALLOWED FREQUENCY - KIDS
Exam	Once every plan year	Once every plan year
Frame	Once every other plan year	Once every other plan year
Lenses	Once every plan year	Once every plan year
Contacts Lenses	Once every plan year	Once every plan year

(Plan allows member to receive either contacts and frame or frame and lens services)

INDEX

A

Activity Pay....132
Arbitration....7
Assault....99, 106
Assignments....19
Association .4, 5, 9, 71, 72, 73, 80, 104, 105, 106, 110, 112, 115, 118, 125, 153, 159, 160

B

Bargaining Unit....1

C

Calamity Day....18
Calendar Committee....17
Central Office Personnel....19
Certified/Licensed Bid Request....152
Class Load....31
Class Size....22, 23, 26, 27, 28, 29, 33, 35, 36, 37, 38, 40, 44, 83
Compensation....84, 123, 124, 142
Compensatory Day....16
Conferences....105
Evening....16
Contracts....110

D

Day
Calamity....18
Compensatory....16
Extended....19
Pupil Personnel....19
Teacher Work....14
Traveling Teacher....16
Days and Hours....15
Drug Testing....173
Drug-Free Workplace....171

E

Evaluation Procedure....122
Evaluation Timeline....63
Extended Time....85

F

Family Medical Leave Act....103
Fringe Benefits....124
Full-Time Teachers....124

G

Grievance....4, 5, 6, 7, 8, 9, 41, 81, 119, 120, 144, 151, 174

I

IEP....21, 24
Impasse....3
Improvement Plans....64
In-Service....68
Insurance....86
Involuntary Transfer....49

L

Layoff....52, 114
Leave of Absence....97, 111
Leave of Absence....47, 92, 96, 97
Leave of Absence....101
Leave of Absence....102
Leave of Absence....126
Life Insurance....87, 88, 90
Local Professional Development Committee....71
Lunch Period....15

M

Maternity and Paternity....93
Medical Leave....96
Meetings
Instructional....15
Traveling Teachers....15

N

Negotiations....1, 2
Non-Renewal....112

O

Open House....16
Orientation....122

P

Part-Time....124
Payroll Deductions....80
Personal Leave....95, 148
Personal Leave....68, 85, 93, 94
Personal Leave....101
Personal Leave....103
Personal Leave....111
Personal Leave....132
Personal Leave....147
Personal Leave....147
Personal Leave....148
Personnel File....66
Physical Examination....14
Planning/Conference Time....41
Playground Duty....20
Professional Growth....64
Professional Leave....69, 70

R

Reassignment....45, 48, 54
Recall....115
Recognition....1
Reinstatement....94
Retirement....67
Retirement Incentive Bonus....169
RIF....113, 118, 126

S

Sabbatical Leaves....94
Salary....74
School Year....18
Seniority....117, 118, 125, 126
Severance Pay....67, 168
Sick Leave....98, 150
Special Educ In-Service....17
Special Education....163
STRS Pickup....84
STRS Retirees....118
Student Discipline....106, 107
Substitutes....2, 43, 70, 88, 119, 126
Summer School....80
SuperMed....88
Supplemental....142
Supplemental Contracts Extended Day....19

T

Teacher Evaluation....55
Teacher Individual Rights....109
Teacher Rights....107
Teaching Days and Hours....14
Teaching Load....19
Termination....112
Transfer....45, 48
Transfers....125
Traveling Teacher....16
Tutor....127
Tutoring Services....22

V

Vacancies Partial....46
Vacancy Temporary....47
Vacancy....45