

**MASTER CONTRACT**

**BETWEEN THE**

**WESTERVILLE EDUCATION ASSOCIATION**

**AND THE**

**WESTERVILLE BOARD OF EDUCATION**

**September 1, 2012 through August 31, 2015**

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## PREAMBLE

**0.1** This written contract, as referenced in **Section 4117.01 (G)** of the Ohio Revised Code, is entered into at Westerville, Ohio, this first day of September 1, 2012, between the Westerville Board of Education (a public employer as defined in **Section 4117.01 (B)** of the Ohio Revised Code and hereinafter referred to as the "Board") and the Westerville Education Association (an employee organization as defined in **Section 4117.01 (D)** of the Ohio Revised Code; an affiliate of the Ohio Education Association and the National Education Association; and hereinafter referred to as the "Association").

**0.2** Members of the Association's bargaining unit are defined in **Chapter 1, Section 1.1, Section 1.1.2** of this contract and may hereinafter be referred to as "teachers," "employees," "bargaining unit members," and/or "unit members."

**0.3** As used herein, the term "Superintendent" shall mean the Superintendent or his/her designee. The Superintendent is barred from designating an Association bargaining unit member as his/her designee for any purpose set forth in this contract.

**0.4** Unless otherwise specified, "day" shall mean calendar day. (Monday – Friday, excluding holidays).

**0.5** Unless otherwise specified, "request" or "notice" shall mean written or electronic request or written or electronic notice.

**0.6** Unless otherwise specified, "seniority" shall mean seniority as defined in **Section 14.3**.

Add

**0.7** Unless otherwise specified, "copy" shall mean paper or electronic copy.

## CHAPTER 1 RECOGNITION

### 1.1 Recognition

**1.1.1** The Board recognizes the Association as the exclusive representative of all bargaining unit members as defined in **Section 1.1.2** below.

**1.1.2** The bargaining unit shall include all certificated/licensed employees except substitute teachers who are employed to work less than one school year, all supervisors and management level employees, and all non-certificated employees.

## CHAPTER 2 NEGOTIATIONS PROCEDURE

### 2.1 Negotiations Procedure

**2.1.1** Either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice of the proposed termination, modification, or successor Agreement. The initiating party must serve the notice not less than ninety (90) calendar days prior to the expiration of the existing Agreement.

**2.1.2** All initial proposals for negotiations shall be in writing and exchanged at the first collective bargaining meeting between the parties. Such meeting shall be held no earlier than seventy-five (75) days or later than seventy (70) days prior to the expiration of the existing agreement. If, however, the existing Agreement expires between August 15 and October 15, then such meeting shall occur no later than the next to last work day as defined by the adopted school calendar.

**2.1.3** Those chapters in the existing Agreement which are not proposed to be modified or terminated by either party shall become a part of the successor collective bargaining Agreement.

### 2.2 Negotiations Responsibility

**2.2.1** Either party may call upon professional or lay representatives to consider matters under discussion and to make presentations to the other party during negotiating meetings.

**2.2.2** The collective bargaining representatives of each party's team shall consist of no more than five (5) individuals, unless otherwise mutually agreed upon.

**2.2.3** As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chair of each party **2.2.4** When tentative agreement is reached on all issues

proposed, each party's negotiation representatives shall respectively urge and recommend the adoption of such agreement. Such agreement shall be reduced to writing and submitted to the Association membership for approval. If approved, the agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall become a binding collective bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation that might conflict with any term or condition of the Agreement.

**2.2.5** The Board and the Association admit observers to negotiation meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiation meetings, unless more or less is mutually agreed upon. The Board observers designated by the Board are restricted to present/elect Board members, supervisors, and management level employees as defined in **Section 1.1.2**. The Association observers are restricted to members of its bargaining unit as defined in **Section 1.1.2**.

### **2.3** Inability to Reach Agreement

**2.3.1** If an agreement has not been reached after consideration of proposals and counterproposals, either party may petition the Federal Mediation Conciliation Service (FMCS) to assign a mediator. In the event that the parties have not reached agreement thirty (30) calendar days prior to expiration of the contract, they shall petition FMCS to assign a mediator.

**2.3.2** The mediation process shall commence with the assignment of the mediator and continue for twenty-one (21) calendar days. (In no instance shall mediation continue beyond expiration of the contract except by written mutual agreement of the parties.) The mediator shall have no authority to bind the parties to any agreement, nor shall he/she alter, modify, or amend any agreement between the parties. The process described herein shall not abrogate the Association's right under **O.R.C. 4117.14.D.2** to conduct a lawful strike, providing the mediation process described above has been completed.

**2.4** The procedure outlined in **Section 2.3** is the parties' mutually agreed to Alternative Dispute Resolution Procedure and supersedes the dispute resolution procedures of **O.R.C. 4117.14 (C)(2-6)**.

**2.5** During the term of this Agreement, any interim negotiations shall be governed by the bargaining impasse procedures as set forth in **O.R.C. 4117.14** up to and including Fact Finding, *i.e.* **4117.14 (C)(6)**.

**2.6** Nothing in this Chapter shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

## **CHAPTER 3 ASSOCIATION RIGHTS**

**3.1** Association representatives shall be herein defined to be limited to Association officers, faculty representatives, committee chairpersons, and employees of the Association.

**3.2** The Association shall be the only organization representing or attempting to gain authority to represent bargaining unit members, as defined in **Section 1.1.2** of this contract, to be granted the following rights and privileges.

**3.3** Association representatives who are bargaining unit members shall have the right to schedule the use of school buildings to conduct meetings provided that such use does not interfere with or interrupt normal instructional programs, building maintenance, health and safety conditions, or previously scheduled activities.

**3.4** Association representatives shall be permitted to transact official business on school property provided that such use does not interfere with or interrupt normal instructional programs, building maintenance, health and safety conditions, or previously scheduled activities.

**3.5** Association representatives who are bargaining unit members shall have the right to use school equipment normally used by members of the bargaining unit in the course of their employment provided that such use does not interfere with or interrupt normal instructional programs of the school district, maintenance, health and safety conditions, or previously scheduled usage. Other school equipment may

be used with the approval of the administrator responsible for such equipment.

**3.5.1** The cost of any school supplies used by the Association shall be reimbursed to the Board. Any equipment use shall not be for personal profit or gain. Any and all repair or replacement costs that are made necessary by use beyond that which is normal and customary shall be borne by the Association.

**3.5.2** The Association shall have the right to utilize the district offset print shop provided that such use does not interfere with or interrupt the normal printing schedule, and the cost of the printing shall be borne by the Association, including fifty percent (50%) of the total cost of printing the collective bargaining agreement after ratification, if written copies of the agreement is needed.

**3.6** The Board shall provide the Association with bulletin board space in every school building. The representatives of the Association shall have the right to post notices of its activities and matters of concern on such bulletin board space.

**3.7** The Association shall have the right to affix an Association insignia sticker on the mailboxes provided by the Board for the unit members.

**3.8** The Association representatives who are bargaining unit members shall have the right to use the school district's mailing system and interschool email system in transmitting materials; however, the elected officials of the Association shall be responsible for all materials as to quantity and content.

**3.9** With as much advance notice as possible, The Association President or his/her designee shall be notified of the time, date and place of all Board meetings and shall have electronic access of the agenda for each Board meeting.

**3.10** The Association President or his/her designee shall be provided a seat at a designated table during Board meetings and may address the Board on issues of concern to the Association when recognized by the Board President.

**3.11** As far in advance as possible and prior to any Board meeting, the Association President or designee shall have electronic access of the materials which will be discussed at the public Board meeting or other public records which may be requested by the President. Material that is not available until the day of the Board meeting will be provided at the Board meeting.

**3.12** At the conclusion of building and district-wide staff meetings, Association representatives who are bargaining unit members may make announcements pertaining to Association business.

**3.13** Each school year the Association President shall be notified that the District's staff directory is updated and available via the district's intranet – WCSNet.com.

**3.14** The Association president or his/her designee shall be provided access via the district's intranet WCSnet.com and/or provided an electronic copy the following district information when such information is requested and made available to the Board of Education.

**3.14.1** A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).

**3.14.2** A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board's Treasurer.

**3.14.3** A copy of the Proposed Budget prior to public inspection.

**3.14.4** A copy of the Official Budget when adopted by the Board.

**3.14.5** A complete copy of the Treasurer's Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous calendar year. Such copy is to be provided annually by the last January Board meeting.

**3.14.6** The Association President or his/her designee upon request shall be provided electronic copies of the following information/data prior to October 30:

**3.14.6.1** A copy of training and experience grids for :

**3.14.6.1.1** Bargaining unit members paid from the regular teachers' salary schedule.

**3.14.6.1.2** Bargaining unit members paid from the supplemental salary schedule.

**3.14.6.1.3** Bargaining unit members paid on an hourly rate.

**3.14.6.2** A class size list showing the student enrollment number for each class and a class load list showing the number of distinct preparations each secondary unit member is required to teach both daily and weekly.

**3.14.6.3** Data regarding enrollment and class size of elementary unit members.

**3.15** With no less than twenty-four (24) hour advance written notification to the Superintendent of the names of unit members involved and the dates of leave required, up to eighteen (18) days of leave with pay shall be granted to delegates and/or alternate delegates to the OEA Representative Assembly per

school year. The WEA shall reimburse the district for the cost of substitutes used when unit members take leave under this subsection.

**3.16** Pursuant to **Section 4117.09 (C)** of the Ohio Revised Code, each bargaining unit member as defined in **Section 1.1.2** of this Contract who is not a member of the Association by the sixtieth (60th) calendar day of the school year or by the sixtieth (60th) calendar day after his/her initial employment with the Board (whichever is later) shall pay by payroll deduction a fair share fee, which shall not exceed the dues paid by members of the Association and its unified affiliates. The Association will submit to the Board's Treasurer the name of each unit member who is to pay the fair share fee and the amount of his/her fair share fee. Each such name shall be submitted no later than January 25, or no later than one hundred (100) calendar days after the unit member's date of initial employment, whichever is later. The Board's Treasurer shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Treasurer receives the name and the amount of the total fair share fee. The amount of each payroll deduction will be determined by dividing the total amount of the unit member's fair share fee by the number of pay periods the unit member has remaining in his/her pay plan for that contractual year.

**3.16.1** If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the amount of the unpaid balance will be deducted from the unit member's last payroll check for that school year. Prior to the unit member's last payroll check, the Board Treasurer will notify the Association of the unit member's change in status. The Association will then certify the amount of the unit member's unpaid balance. Following completion of each deduction, the Board's Treasurer shall remit the amount deducted to the Association Treasurer in check form made payable to "The Westerville Education Association." A monthly list of the unit members from whom the deductions were made will be included with the check showing the amount deducted for each unit member.

**3.16.2** It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members that conforms to Federal Law and provisions of **Section 4117.09** of the Ohio Revised Code.

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

**3.16.3.1** The action brought against the Board must be a direct consequence of the Board's good faith compliance with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.

**3.16.3.2** The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed.

**3.16.3.3** The Association will have the right to designate counsel to represent and defend the Board.

**3.16.3.4** The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, to permit the Association or its affiliated organizations to intervene as a party if it so desires, and/or not to oppose the Association or its affiliated organizations' application to file briefs *amicus curiae* in the action.

**3.17** At the start of each school year, the Office of Human Resources shall provide the Association the name, address, employee I.D., assignment, and home building of each bargaining unit member. Upon written request of the Association, the employment status, teaching contract type and duration, years of Westerville service, total years of service, In-service increments, salary schedule placement, areas of certification, and other pertinent personnel data shall be provided. When available, this information will be provided or accessible electronically. The name, address, employee I.D. number, and assignment of each newly employed unit member shall be available to the WEA President.

**3.18** Unit members who are required to attend grievance arbitration hearings pursuant to **Chapter 11** during working hours shall suffer no loss of pay or other emoluments of employment as provided by law or this contract. In addition, if both the representatives of the Board and the representatives of the Association agree to meet during working hours, the representatives shall suffer no loss of pay or other emoluments as provided by law or this contract.

**3.19** Upon application, the Association President/Association representatives (**Section 3.1**) shall be

granted short term leave with pay, provided the Association reimburses the Board's Treasurer at the prevailing daily rate of pay for casual substitutes for each day of leave taken. The maximum number of such leave days that may be taken will be ten (10) per year. Such leave may be taken in full or ½ day increments. Leave pursuant to **Section 16.3** will not be taken for Association Business.

**3.20** After consultation with the Superintendent and upon written request of the Association to the Superintendent, the Superintendent will make every effort to reduce the Association President's assigned pupil contact time below the pupil contact time he/she would have been assigned. If the request is denied or modified, written reasons will be provided.

**3.20.1** The WEA has requested and the Superintendent agrees to reduce the WEA President's assigned pupil contact time to zero hours of contact time.

**3.20.2** The WEA shall reimburse the Board for each hour of reduction. Such reimbursement shall be based on the hourly rate of the least senior person in the President's area(s) of certification, shall include the corresponding Board's share of STRS, and shall include the corresponding Board's share of medical premiums pursuant to **Section 18.5**. Such reimbursements shall be in keeping with the T.P.O.

**3.20.3** During the year of reduction, the President's employment status will remain the same as if he/she would have been without the reduction, and he/she shall suffer no loss of pay or emoluments as provided by law or this contract.

**3.21** In keeping with **Section 4117.09 (B) (2)** of the Ohio Revised Code, unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

**3.21.1** The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's Treasurer normally on or before October 20 of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due to a unit member, it shall be the responsibility of the Association to make such refunds.

**3.21.2** Except as provided for in **Section 3.21.6** below, authorized payroll deductions will be made in twenty (20) equal installments for payroll plan A and sixteen (16) equal installments for payroll plan B (as provided in **Section 19.2.5**) beginning with the first pay in November.

**3.21.3** If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's Treasurer receives notification of such revocation. Prior to the unit member's final payroll check or next payroll check after notification of revocation, the Board Treasurer will notify the Association of the unit member's change in status. The Association will then certify the amount of the unit member's unpaid balance.

**3.21.4** Following completion of each deduction, the Board's Treasurer shall remit the amount deducted to the Association Treasurer in check form made payable to "The Westerville Education Association." A monthly list of the unit members for whom the deductions were made will be included with the check showing the amount deducted for each unit member.

**3.21.5** The Association shall provide the Board's Treasurer a list of those unit members who authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 20 each year.

**3.21.6** The Association will promptly transmit any new authorization it receives after October 20 to the Board's Treasurer, who shall attempt to begin deductions with the next payroll; but in no case will deductions begin later than the second payroll after the Board's Treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods that individual unit member has remaining in his/her pay plan for that contractual year.

**3.21.7** If initiation fees and/or assessments are made during the year, the Association will meet with the Board's Treasurer to determine the means by which deductions will be made for this/these purpose(s).

**3.21.8** The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.



### **3.22 WEA / BOARD ADVISORY COUNCIL**

#### **3.22.1 General**

**3.22.1.1** The WEA and the Board shall establish an advisory council which shall meet on a monthly basis to promote harmonious labor management relations, to discuss situations and / or problems arising during the year which need to be discussed by the Board and Association; to review, study and produce comparative information concerning staffing levels of non-classroom e.g., nurses, guidance counselors, media specialist, specials, etc.... ;and to address issues related to academic freedom; internal review of employee satisfaction and building climate within each of the worksites in the district. Re-negotiations of the contract or grievance handling shall not be a function of this Council; however clarification of the existing agreement and the grievance process may be a function of Council by mutual agreement.

**3.22.1.2** The WEA / Board Advisory Council shall consist of up to four (4) members of the Association and four (4) administrators.

**3.22.1.3** Any resulting change shall be for a specific problem and shall not prejudice any specific section of this agreement. Changes agreed to by the parties involved may be added to this agreement as a memorandum in addendum form.

**3.22.1.4** By October 1 of each year the parties may establish a calendar of monthly meetings of Advisory Council. This article, however, shall not preclude any additional meetings which the parties may feel are necessary as provided by **Section 3.23.1.1**, above; nor shall it prohibit the parties from mutual agreement to cancel a meeting scheduled under this section.

#### **3.22.2 Professional Climate Survey**

**3.22.2.1** Effective **October 1, 2010**, the council will:

**3.22.2.1.1** Utilize a survey mutually agreed to by the Council. The purpose of the survey will be to identify the climate/satisfaction of bargaining unit employees in each work site in the District. Such survey shall provide for the confidentiality of the participants.

**3.22.2.1.2** Develop a cyclical survey review of the work sites in the District.

**3.22.2.1.3** Study the results of the surveys and report the findings and analysis to the Superintendent, the WEA President, and to the unit members and building administrators in the work sites surveyed. All information provided to the Council shall be confidential to the extent provided by law. Survey results shall not be used for personal attacks on any individual.

**3.22.2.1.4** The Council shall review the results and analysis of the survey, and, where appropriate, they will explore and recommend options to the Superintendent and the WEA President, to address the results. This could include, but not be limited to: forming an ad hoc committee at the building level to address student discipline concerns and/or to provide intervention and/or team building assistance to a building staff and administration.

#### **3.22.3. Elementary AYP**

**3.22.3.1** The Superintendent shall notify the WEA President within two (2) days after notice is given to the principal(s) of official written notification from ODE that any building and/or the district is at risk (1<sup>st</sup> year of failure to meet AYP) or failed to achieve Adequate Yearly Progress (AYP).

**3.22.3.2** Except as may be required by state or federal law, no School Improvement Plan (SIP) shall alter, modify, violate or supersede the Negotiated Agreement, except as mutually agreed in writing by the Board and the WEA.

**3.22.3.3** In the event a building fails to meet AYP, the administration will identify the AYP subject area(s) to be addressed and determine the qualifications/experience of the individuals to participate on the building Elementary AYP team. The WEA President shall be notified of AYP subject areas and qualifications for the AYP committee and will appoint one half of the members meeting those qualifications to the building Elementary AYP team. The team will make recommendations for addressing the identified issues in a School Improvement Plan.

**3.22.3.4** Upon notification to the district that the district as a whole or groups of buildings (ex. two or more elementary buildings; or an elementary, middle school, and high school) are at risk or failed to meet AYP, the Superintendent/designee shall determine the configuration of the AYP team and notify the WEA President within ten (10) working days after the Board receives official notification in writing from ODE. The WEA President will appoint one half of the members meeting those qualifications to the District AYP team. The team will make recommendations for addressing the identified issues School Improvement Plan.

**3.22.3.5.** Any participation on AYP teams shall be voluntary.

**3.22.3.6** An Elementary AYP team may make recommendations in areas such as staff development and curriculum (the later of which will be considered by the curriculum development committee set forth in the Negotiated Agreement.)

**3.22.3.7** Improvement Plan

**3.22.3.7.1** Every School Improvement Plan recommended by an Elementary AYP team shall be promptly submitted to the Superintendent/designee and the WEA President/designee. Should the improvement plan include the need for unit members to do college course work then the Board will pay the cost of such courses

### **3.23** Teacher Professional Organization

**3.23.1** Upon written notification by the Association President, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Westerville Education Association and/or an affiliate of the Association. The request shall include names(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall reimburse the Board for the amount of the supplemental contract(s) and the retirement contributions paid on behalf of the employee(s) at the times any such payments are made.

**3.23.2.** To comply with STRS rules, the employer and employee STRS contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary by 250 days.

**3.23.3.** The TPO stipend/compensation amounts for the above mentioned positions shall be provided to the Westerville School District Treasurer on or before August 1<sup>st</sup> of each school year.

**3.23.4.** The payment for these stipends will be made in 26 equal installments, beginning with the first teacher payroll of the school year.

**3.23.5.** The WEA will reimburse the Board in two equal installments (January and June) for the full cost of these stipends plus the 14% required by STRS employer contribution.

**3.23.6.** If the foregoing provisions are amended by subsequent changes to Ohio Administrative Code **section 3307-6-01**, then such changes shall be addressed as provided in **Chapter 27** of this Agreement.

## **CHAPTER 4 COMMUNICATIONS PROCEDURE**

**4.1** Proposed Board policy and/or administrative procedure changes initiated by Central Office Administrators which affect unit members in carrying out their assigned duties will be submitted to the Association President or his/her designee at least twenty (20) calendar days prior to official action.

**4.2** The Association President shall be notified that the Board "Policies and Regulations" and the respective building's "Staff Handbook" shall be available on the district's intranet – WCSnet.com. Unit members shall have access to these documents throughout the contractual day.

**4.3** The Association President shall be notified that the Board "Policies and Regulations" each building's "Staff Handbook" is available via the district's WCSNet.com.

## **CHAPTER 5 CLASS SIZE**

**5.1** The Board and the Association agree that:

**5.1.1** Class size should be consistent with the standards of quality education.

**5.1.2** Every effort should be made to provide one full-time equivalent classroom teacher for each twenty-five (25) pupils in average daily membership in the district. However, due to a lack of facilities, impacted growth areas, and a lack of proper financing, it may be difficult to reach this goal.

**5.1.3** Effective instruction is facilitated by fewer class preparations (number of different courses taught per teacher assignment) at the High School level. Efforts will be made to make teacher

assignment consistent with this agreed upon philosophy.

**5.2** As used in this Chapter “classroom teacher” and “educational service personnel” shall be defined pursuant to the Ohio Revised Code, **Section 3317.023**.

**5.3** Every effort will be made not to place pupils in a classroom in larger numbers than the capacity of the teaching stations allow.

**5.4** The parties agree that every effort should be made to provide one educational service personnel for each 200 pupils in average daily membership in the district.

**5.5** Every effort will be made to provide at least one elementary media specialist for every 1200 elementary students.

**5.6** There will be at least (1) full-time media specialist for each middle and high school.

**5.7** If a building’s media specialist(s) receives at least ten (10) days of extended service, student access to the building’s library resources will be for the entire 180 day school year.

**5.8** Every effort will be made to provide at least one certificated/licensed nurse for every 2500 students.

**5.9** An administrative response will be triggered when a Kindergarten unit member’s class size exceeds the desired limits of the district ratio established in **Section 5.1** by more than 5%.

**5.10** An administrative response will be triggered when a 1-2 elementary unit member’s class size exceeds the desired limits of the district ratio established in **Section 5.1** by more than 10%.

**5.11** An administrative response will be triggered when a secondary or 3-5 elementary unit member’s class size exceeds the desired limits of the district ratio established in **Section 5.1** by more than 20%.

**5.12** Courses that have been traditionally taught in large groups shall be excluded from these limitations.

**5.13** The administrative intervention shall be determined by the Superintendent. In no case will that intervention result in the creation of a new section that has less than fifteen (15) students in membership.

#### **5.14 Supplemental Services – Elementary**

**5.14.1** Elementary specials (art, music and physical education) unit members shall receive their schedules for the following school year in accordance with **Section 22.1.2**

**5.14.2** The building assignments for each specials area shall be developed by the administrator committee in charge of the specials with formative input from at least one (1) teacher from each respective area (art, music and physical education). The teachers shall be appointed by the WEA

President/designee.

**5.14.3** Any elementary specials (**Section 5.14.1**) unit member who is assigned to more than one building shall have twenty (20) minutes travel time between buildings. The twenty (20) minute travel time shall not be included in either the duty-free lunch as outlined in **Section 6.1** or the preparation/conference time outlined in **Section 6.1.4**. This shall not change the practice for other unit members.

## **CHAPTER 6 CONTRACT DAY**

**6.1** The length of the contract day for all full-time bargaining unit members shall be a continuous period of seven (7) hours and forty (40) minutes including a thirty (30) minute duty-free lunch period.

**6.1.1** Full-time unit members at all levels shall have no more than 360 minutes of pupil contact time. For purposes of this section, pupil contact time shall be defined as that period of time during the instructional day in which a unit member has assigned responsibilities for a student(s) The five minutes between classes for elementary physical education, elementary music, and elementary art teachers counts as pupil contact time.

**6.1.2** Each full-time secondary unit member<sup>1</sup> shall be provided one (1) preparation/conference period per instructional day during which no other duties will be assigned. The length of this preparation/conference period will be equal to a normal instructional period or forty-five (45) minutes, whichever is longer.

**6.1.2.1** The provisions of **Section 6.1.2** notwithstanding, a unit member at a high school on a seven-period instructional day may be assigned to a preparation/conference period outside the instructional day. Unit members so assigned will not be assigned a twenty-minute lunch period duty.

**6.1.2.2** At such a high school, unit members not assigned as stated above may be assigned a twenty-minute lunch period duty and a duty assignment after the instructional day. This latter duty will not exceed 35 minutes and will be within the contract day pursuant to **Section 6.1**.

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<sup>1</sup> A unit member who is assigned to a building organized into departments.

**6.1.3** The usual and customary secondary unit member's day will not normally entail more than five (5) instructional periods.

**6.1.4** Each full-time elementary unit member shall be provided forty-five (45) minutes per contractual day for preparation/conference time during which no other duties will be assigned.

**6.1.5** Any unit member who is assigned to more than one building shall have his/her pupil contact time maximum reduced by the time required to travel between buildings.

**6.2** A unit member who is part-time and paid pursuant to **Section 19.2.10.1** or **20.5** shall have **Sections 6.1, 6.1.1, 6.1.2, 6.1.3, and 6.1.4** prorated based on the part-time decimal found on his/her Individual Contract.

### **6.3 Building Meetings**

**6.3.1** Unit members within each school building shall attend faculty meetings called by the respective building principal in keeping with the following provisions:

**6.3.1.1** The parties agree that this section may cause the length of the contract day to exceed the time specified in **Section 6.1** above by not more than forty (40) minutes on each occasion, except in cases of emergency or unusual circumstances.

**6.3.1.2** Scheduled meetings shall be called at least two (2) school days in advance.

**6.3.1.3** Unit members responsible for previously scheduled extra-curricular activities shall inform their building principal before the meeting and shall be excused. Unit members who have personal obligations that cannot be postponed or rescheduled shall request authorization not to attend the building meeting. If a meeting is other than a Tuesday, a unit member with a personal obligation that cannot be postponed or rescheduled shall inform his/her building principal before the meeting and shall be excused.

**6.3.1.4** If a bargaining unit member is excused from such meeting, the building principal will place in the mailbox of the excused member all material distributed or made available at the meeting. It is the responsibility of the excused unit member to seek clarification of all information and directives provided at the meeting.

**6.3.1.5** Such meetings will be held only during the contract school year and shall not exceed twenty (20) per school year. The normal meeting day shall be Tuesday, but other days may be selected by the building principal.

### **6.4 Evening Functions**

**6.4.1** All unit members shall attend two (2) scheduled evening functions per school year if established by their respective building principals. The following provisions shall apply to evening functions:

**6.4.1.1** Notice of such function shall be given to the affected unit members, as soon as the principal establishes the date of the function.

**6.4.1.2** The attendance of a unit member at such functions will not exceed two and one-half hours.

**6.4.1.3** Such functions will be scheduled on a contract day.

**6.4.1.4** Such function will last no later than 9:30 p.m., will be academically oriented, will be non-supervisory in nature and will involve a group of unit members (department, grade level or faculty).

**6.4.1.5** Unit members responsible for previously scheduled extra-curricular activities shall inform their building principal before the function and shall be excused. Unit members who have personal obligations that cannot be postponed or rescheduled shall request authorization not to attend the function. Said request shall be made as soon as possible before the scheduled function.

**6.4.1.6** When a principal requests an elementary specials teacher (music, art, and physical education) to conduct/set up an evening showing of student work or performance, the teacher shall receive compensation of up to 2 hours of pay at **Schedule P**.

**6.4.2 Sections 6.4 - 6.4.1.4** notwithstanding, a third evening function may be scheduled by the respective building principals. The following provisions will apply to such third function:

**6.4.2.1** Notice of such function shall be given to the affected unit members, as soon as the principal establishes the date of the function.

**6.4.2.2** Such function will be for parent-teacher conferences.

**6.4.2.3** Such function will be scheduled on a contract day and will last no later than 9:30 p.m.

**6.4.2.4** Such function will be the evening before or the evening of one of the scheduled Parent

Conference Days.

**6.4.2.5** The length of the contract day on the associated Parent Conference Day shall be reduced by the amount of time scheduled for such evening function.

**6.5** In those middle schools where teaming is in effect, the following will apply. If teaming is discontinued, these provisions will have no effect and the remaining provisions of this article shall apply.

**6.5.1** Each of the middle schools in the district will have teams of five (5) or fewer members at grade levels where teaming occurs.

**6.5.2** Teachers participating on a team with flexible block format will have a daily team - regulated common planning period of not less than forty-two (42) minutes in addition to a daily individual, forty-two (42) planning/conference period.

**6.5.3** Unit members who teach in the middle school buildings but are not members of an instructional team will have a daily planning/conference period of no less than forty-two (42) minutes.

## **CHAPTER 7 PERSONNEL FILES**

**7.1** A personnel file for each bargaining unit member shall be maintained in the Board office. This shall be considered a confidential file and the only official file of recorded information on unit members.

**7.2** Requests of unit members to have access to their personnel files shall be handled by the Superintendent or his/her representative according to the following procedures:

**7.2.1** Items in a unit member's file shall not be removed from the Board's administrative offices.

**7.2.2** A unit member shall have access to his/her personnel file upon request.

**7.2.3** A representative of a unit member shall have access to said unit member's personnel file when said unit member provides written permission to the Office of Human Resources. The unit member may or may not be present when his/her representative examines the file.

**7.2.4** Access to a unit member's personnel file shall be granted only after completion of Form E and the filing of same with the Superintendent.

**7.3** Members of the administration authorized to gain access to a unit member's personnel file shall be limited to the Board, the Superintendent, the building principal(s) directly supervising that unit member, and other administrators who are directly involved in a potential transfer of a unit member.

**7.4** All materials shall be placed in the personnel file of unit members in accordance with the following provisions:

**7.4.1** Each item shall bear the date it was placed in the file.

**7.4.2** Prior to filing copies of general conference reports, observation-conference reports, or A14/78 materials, the administrator originating the item and the unit member shall sign the same; in the event of the refusal of the unit member to sign the item, the item shall be filed with an appropriate notation of his/her refusal to sign.

**7.4.3** The fact that material bears the signature of the unit member concerned does not indicate agreement or disagreement by the unit member. Rather, it indicates the unit member is aware that the material is in the file.

**7.4.4** A unit member may attach a written statement of reply to any item which is placed in his/her personnel file.

**7.4.5** A unit member shall be entitled to a copy of any material in his/her file. The Board may (but is not required to) charge a reasonable fee for making a copy for the unit member.

**7.4.6** Any material entered into a unit member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack one or more of these qualities, it shall be removed from the unit member's file.

**7.4.7** Material in a personnel file may also be removed upon written mutual agreement between the unit member and the administrator who made the entry.

**7.4.8** Letters or materials anonymous to the unit member or reports, partially or entirely based on sources anonymous to the unit member, shall not be placed or maintained in a unit member's file.

**7.4.9** Items to be maintained in the personnel file of a unit member shall be limited to:

**7.4.9.1** Official transcripts of college work.

- 7.4.9.2 Copy(s) of certification authorized by the State Department of Education.
- 7.4.9.3 Copies of Observation-Conference reports.
- 7.4.9.4 Copies of general conference reports.
- 7.4.9.5 Copies of A14/78 material.
- 7.4.9.6 Record of employment including assigned duties, regular and supplemental, years of service in the district, and other pertinent employment information.
- 7.4.9.7 In-service training data.
- 7.4.9.8 Prior employment verification.
- 7.4.9.9 Selective service records/military records.
- 7.4.9.10 Salary notices.
- 7.4.9.11 Signed letters and awards relative to positive professional performance included at unit member's request.
- 7.4.9.12 Master Teacher narratives

7.5 The personnel file provisions as outlined in this Chapter shall be in addition to the provisions of **Section 1347 O.R.C.**

7.6 When a complaint is made by a parent, or any other member of the public concerning a unit member's conduct, service, character, personality, or other reason, to an administrator or board member, the following procedures shall be followed.

7.6.1 All complainants shall be referred to the immediate supervisor of the unit member.

7.6.2 Should any record be made, the unit member will be given the identity of the complainant, copies of any written materials, and the opportunity to discuss the details of the situation with the immediate supervisor. The unit member may bring WEA representations to discuss the details of the complaint.

7.6.3 The unit member shall be notified of any decision by the immediate supervisor that such complaint will be part of a general conference report which will be placed in the unit member's personnel file per Section 7.4.9.4.

7.7 Notwithstanding **Section 7.1**, the I-9 form required for unit members employed on or after November 6, 1986, by the Immigration Reform and Control Act of 1986 shall be maintained in a special file in the Office of Human Resources. It is agreed that these forms are confidential by law and available for inspection only by an authorized representative of the U.S. Department of Immigration or Department of Labor. A unit member may have access to his/her form for the purpose of reviewing or updating data.

## CHAPTER 8 INVOLVEMENT IN CURRICULUM STUDIES

### 8.1 Curriculum Decision-Making

8.1.1 At least one-half (  $\frac{1}{2}$  ) of the members of the established Curriculum Council(s) shall be classroom teachers. One-half (  $\frac{1}{2}$  ) of each Council shall be appointed by the Association. The Superintendent shall appoint the balance of the members of each Council.

8.1.2 The Board shall not act on any recommendation that involves a change, addition or deletion to any K-12 curriculum or curricular material unless such recommended change, addition or deletion has been considered by the appropriate Curriculum Council.

8.1.3 The recommendations of the Curriculum Councils to the Board and final decisions of the Board on curriculum matters will be communicated to all unit members. The communication procedure to be used shall be cooperatively developed by the Superintendent and the Association's Committee on Instruction and Professional Development (CIPD).

8.1.4 For newly adopted curricula, adequate time shall be provided for in-service training of classroom teachers who will be implementing such curricula. Such time shall be provided by one or a combination of the following options:

8.1.4.1 Early release of students.

8.1.4.2 Scheduling of substitutes.

8.1.4.3 Notwithstanding **Section 6.1**, an increase in the length of the contract day by up to one (1) hour, provided that unit members receive compensation pursuant to **Schedule P** of **Section 20.12.6**. The limitations set forth in **Section 6.3.1.5** do not apply to this provision.

**8.1.4.4** The combination of a one (1) hour reduction of the student day and a one (1) hour extension of the contract day pursuant to **Sections 6.3.1.2 - 6.3.1.5**.

**8.1.4.5** Other means as determined by administration that are consistent with the terms of the contract.

**8.1.5** Effort will be made to provide all affected bargaining unit members copies of text(s) and necessary resource materials, (or electronic copies if available), at least ninety (90) days prior to the implementation date of a new curriculum.

**8.1.6** The names of the members serving on the Curriculum Council will be posted on the district's intranet WCSnet.com

**8.1.7 Elementary Subcommittee of CIPD**

**8.1.7.1** The elementary subcommittee of CIPD shall be composed of two (2) intermediate members, two (2) primary members, one (1) specials member, one (1) special education member, appointed by the Association; and two (2) administrators, appointed by the Superintendent. Every effort will be made to have one of the representatives to be from the Elementary Curriculum Council.

**8.1.7.2** The subcommittee's function shall be to assess elementary unit members on professional development/in-service topics for use during early release days that are of relevance to the elementary staff; recommend such topics to the Superintendent/designee and the Association President/designee; and provide on-going evaluation of professional development/in-service efforts (district and building level).

**8.1.7.3** The committee shall meet on a monthly basis during the school year; however, nothing shall prohibit the parties from mutually agreeing to cancel a meeting scheduled under this section. Substitutes shall be provided for Association members of the subcommittee to attend all subcommittee meetings held during the contract day.

**8.1.7.4** Unit members serving on the CIPD elementary subcommittee will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** up to the limit of \$750.00 per person per year.

**8.2 Facility Planning**

**8.2.1** The Board will request representatives selected by the Association to assist in the development of plans for new building, additions, or substantial renovation of existing educational facilities.

**8.2.2** In the event of a possible delayed start of school due to the event of an entire building or sections of the building not receiving official building permit access notification from the appropriate jurisdiction, the following procedures will be followed.

The Superintendent or designee will meet with selected district personnel and the Association President or designee within ten (10) work days of notification to the district that an entire building or sections of the building will not be accessible to discuss an action plan for the staff impacted. The administrative response may include the possible delayed start of the school year. If there is a delayed start, impacted unit members shall have 1 or 2 contractual workdays, without students, to prepare their classrooms prior to opening of the building/section. The number of days shall be determined by mutual agreement between the Superintendent and the WEA President. (No additional pay).

**8.3 Department Facilitators and Team Leaders**

**8.3.1** A building administrator/supervisor will seek input from unit members of the respective department or team prior to his/her selection/recommendation of a Department Facilitator or Team Leaders.

## **CHAPTER 9 PROFESSIONAL DEVELOPMENT**

**9.1** The fundamental goal of professional development is a planned program of activities designed to inform, motivate, and provide ongoing professional growth of each educator.

**9.1.1** The Association and the Board hereby agree to maintain a Local Professional Development

Committee (L.P.D.C.) consistent with **O.R.C. 3319.22** as amended by **SB 230** and regulation adopted hereunder.

**9.1.2 Purpose**

The LPDC shall oversee and review professional development plans for course work, continuing education units, or other equivalent activities as required by law. The LPDC shall assume all responsibilities formally held by the In-service Council including approval of Professional Development activities submitted by unit members through the electronic system for tracking professional development and will act on approval of CEU/In-service hours submitted by unit members through this same system when the documentation of participation in approved activities required by LPDC has been submitted.

**9.1.3** The LPDC shall consist of nine (9) members as follows: Five (5) WEA members appointed by the Association President; Four (4) non-bargaining members appointed by the Superintendent.

**9.1.4** Whenever an issue regarding an administrator comes before the LPDC, the committee membership shall consist of a majority of administrators.

**9.1.5** The terms of service of members of the committee shall be for a period of up to three (3) school years as determined by the party making the appointment. In the event of a vacancy, the appointing authority shall appoint a successor within twenty (20) school days.

**9.1.6** The LPDC will meet at least eight (8) times yearly; one (1) meeting shall be held in September. Substitutes shall be provided for WEA members of the LPDC to attend all LPDC meetings held during the contract day.

**9.1.7** Unit members serving on the LPDC will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** up to a limit of \$1,200 per person per year.

**9.2 Increment Accumulation**

**9.2.1** An In-service increment shall be granted to a bargaining unit member for each 150 in-service hours accumulated when the ratio of the number of years of Westerville employment to In-service increments is not less than 4:1. For example, during an eight-year period, a unit member may earn a maximum of two In-service increments.

**9.2.1.1** A unit member who has converted his/her teaching certificate to a license shall have all hours that meet the definition set forth in **Section 9.4** applied toward completion of an increment. Thereafter, all time defined in **Section 9.4** shall be credited toward earning a Professional Development Incentive payment.

**9.2.2** When college credits earned after 7/1/76 are used by a unit member to move to a new column on the salary schedule, any In-service increment(s) earned with the same credits will be dropped.

**9.2.3** A unit member shall regain dropped increment(s) at the time he/she replaces the college credits used for the salary schedule change with an equivalent number of continuing education units (C.E.U.) and In-service hours approved by the LPDC.

**9.3 Increment Value**

**9.3.1** Each In-service increment previously granted shall add \$375 to a unit member's annual salary. In-service increments granted after September 1, 2001 will be calculated by multiplying .0129 x BA – 0 salary.

**9.3.2** Each In-service increment, once granted, shall continue year-to-year, except as provided in **Section 9.2.2** above.

**9.3.3** Payment for In-service increments shall be calculated on the basis of increments earned by the beginning of each school year; however, October 1 shall be the deadline for unit members to apply for In-service increments to their current annual salary.

**9.4 Professional Development hours shall be granted according to the following provisions:**

**9.4.1 College Credit:** one (1) semester hour equals 30 in-service hours or 3 CEUs. One (1) quarter hour equals 20 in-service hours or 2 CEUs.

**9.4.2** Professional Development activities shall include curriculum study committees, workshops, professional meetings, curriculum council, audited college courses, activities that contribute to the collective improvement of individual buildings through collaborative site-based activities, activities that are related to the unit member's job assignment or certification/licensure activities that have been assigned or the result of a call for volunteers by a district or building administrator for the purpose of improving building climate/operations, activities specifically designed for the professional growth of an



individual participating unit member, activities that relate or contribute to the district's instructional and/or curricular goals, and activities that relate to improving instructional techniques.

**9.4.2.1** Professional Development activities shall not include Association activities except participation in CIPD and/or participation in joint Administration – Association committee.

**9.4.2.2** In-service/CEU credit shall not be granted for activities less than one-half (1/2) hour in length.

**9.4.2.3** In-service/CEU credit shall not be granted to a unit member for a workshop whose content is identical to a workshop for which the unit member has received credit unless participation in such workshop is required by law or required/requested by administration.

**9.4.2.4** No In-Service units will be granted for additional training/education that occurs during released time, during extended service, with financial reimbursement from the district except for tuition waivers, or during the contract day.

**9.5** Professional Development hours shall be granted to unit members according to the following methods:

**9.5.1** Unit members shall submit all requests for CEUs, In-service Credit or Professional Development Incentives (PDI) through the electronic system approved by the Superintendent. No changes in this electronic system will be made without prior review by the LPDC.

**9.5.2** Unit members shall submit written documentation of participation in an LPDC approved activity in the form required by the LPDC.

**9.5.3** For unit members with a permanent certificate.

**9.5.3.1** For university or college credit, In-service/PDI hours will be granted upon receipt of an official transcript, provided such course work is related to a unit member's teaching field (as determined by his/her certificate) or is part of an approved, planned program for upgrading oneself professionally in education through the process established in **Chapter 12** or in keeping with a course of study leading to a degree or additional certification. The Office of Human Resources shall determine if the university or college credit qualifies.

**9.5.3.2** For district-initiated Professional Development activities, the chairperson or leader of a committee or activity shall, within 15 days after completion of the activity, return a list of teachers who participated in the activity with an indication of the hours each participant was in attendance on the form prescribed by the Office of Human Resources or shall submit Form B, Certificate of Completion, for each participant to the LPDC where upon In-service/PDI hours shall be granted upon approval by the LPDC.

**9.5.3.3** For other Professional Development activities, In-service/PDI hours will be granted upon completion of the activity and upon receipt by the Office of Human Resources of the Form B - Certificate of Completion with the In-service hours approved by the LPDC. The LPDC shall consider only the credit request(s) submitted by a unit member within six (6) months of the completion of the activity in question.

**9.5.4** For unit member with a provisional or professional certificate who may or may not be converting to licensure.

**9.5.4.1** Professional Development hours (In-service/CEU) shall be granted to unit members pursuant to the procedures outlined in **Sections 9.5.5.1, 9.5.5.2.**

**9.5.4.2** The limitations set forth in **9.5.3.1** do not apply to those requests accompanied by an official CEU certificate of CEU credit.

**9.5.4.3** Said unit members after converting to a license shall retain previously earned in-service increments and shall be granted any additional increment accrued as pursuant in **9.2.1** and **9.2.1.1.**

**9.5.5** For unit members with a license:

**9.5.5.1** Unit members with a license shall be eligible for Professional Development Incentive payment. For every 150 hours of time described in paragraph **9.4**, a unit member shall receive a one time payment equal to .0129 x BS 0 on the salary schedule. There shall be no limit on the number of PDI payments a unit member may achieve.

**9.5.5.2** Said unit members shall not be eligible to receive In-service increments.

**9.5.6** Any action of the LPDC relative to **Sections 9.5.1, 9.5.2, and 9.5.3** is subject to final review as outlined in the **O.R.C. 3319.22** as amended by **SB 230.**

**9.5.7** Bargaining unit members hired before August 30, 2001 and employed under in-service increments, holding both a certificate and a license, and who qualify for professional development

compensation shall be compensated according to the credential they are teaching under at this time. Notification to Human Resources will be the responsibility of the unit member. Affected unit members must notify Human Resources by November 1, 2007 of their eligibility for this compensation. PDIs that have been processed and payment received cannot be re-submitted for consideration. The effective date of this change will be January 28, 2008. Teachers affected by this will be required to change to PDI compensation at such time that the credential they are teaching under becomes a license.

**9.6** An Administrator will work with the, principals, and the Association's Committee for Instruction and Professional Development to plan and implement effective Professional Development activities.

**9.7** District Pay-to-Participate Program

**9.7.1** The intent of the district Pay-to-Participate Program is to encourage and provide for professional growth of unit members. The limitations set forth in **Section (6.4.1.5)** do not apply to this program.

**9.7.2** Unit members will be compensated for participation in designated and approved Professional Development activities and/or workshops at the rate established by **Schedule S** which certifies to the Superintendent the names of unit members who complete a given activity or workshop, the Treasurer of the Board of Education shall issue a one-time lump-sum payment to each of the named unit members.

**9.7.3** No payment will be made for attendance at workshops or activities that occur during the contract day. No In-service credit will be made for attendance at workshops or activities that occur during the contract day or for workshops or activities for which the unit member receives Pay-to-Participate payment.

**9.7.4** Unit members will have the choice of receiving payment pursuant to **Section 9.7** or Professional Development Activity credit pursuant to **Section 9.4**.

**9.8** Professional Development

**9.8.1** A minimum of a half-day release time for unit members to prepare for professional development trainings and presentations to other unit members in the District and/or in their buildings.

**9.8.2** The District shall recognize unit members' participation in non-contract day professional development, and will not require those unit members to attend redundant professional development offerings during the school year.

**9.8.3** The board will make available voluntary summer workshop opportunities during the two weeks before and two weeks after each school year and unit members will be paid at the current substitute rate.

**9.9** Master Teacher Review Committee (MTRC)

**9.9.1** The MTRC shall be established for the purpose of designating teachers in the building/district as a Master Teacher.

**9.9.1.1** Purpose – the duties of the MTRC shall be strictly limited to the review and approval of Master Teachers as specified in Ohio law, including but not limited to Ohio Department of Education guidelines.

**9.9.1.2** Composition – The MTRC will be comprised of five (5) members, three (3) teacher members and two (2) administrative members. The three (3) teachers shall be appointed by the WEA President, and the two (2) administrative members shall be appointed by the Superintendent/designee. The WEA shall determine the length of the term of office for its appointees serving on the MTRC, and the Superintendent/designee shall determine the length of the term of office for his/her appointees serving on the MTRC. In the event of an in-term vacancy or removal, the teacher member(s) shall be replaced by the WEA, and the administrative member(s) shall be replaced by the Superintendent/designee. The MTRC will have the authority to request an increase of the size of the committee to help with scoring applications if there are a large number of submissions in any given year; any such additional membership for any particular year shall be in pairs, i.e., one (1) additional Superintendent/designee's appointee for each WEA President's appointee.

**9.9.1.3** Meetings – the Committee shall meet once a year to read and score applications. Other meetings will be called on an "as needed basis". Bargaining unit members serving on MTRCs will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S per bargaining unit member per year.

## **9.9.2 Operations**

**9.9.2.1** The MTRC shall be responsible for informing the bargaining unit of the MTRC process and any changes to the process for the district.

**9.9.2.2** The designation of Master Teacher will be awarded to applicants who meet the selection criteria for such designation set forth by the Ohio Department of Education (“the selection criteria”). Each application will be initially read and scored by a panel of two (2) MTRC committee members composed of one (1) member appointed by the WEA President and one (1) member appointed by the Superintendent/designee, and if both panel members score an application as meeting the selection criteria, the applicant shall be designated as a Master Teacher. If one (1) member of a panel scores an application as meeting the selection criteria and the other member of the same panel scores that application as not meeting the selection criteria, a third teacher member of the MTRC shall then score that application, and that third teacher member’s scoring shall be determinative. The selection of such third teacher members shall be equitably rotated.

**9.9.2.3** Candidates will be notified, in writing, of their status within 60 days of turning their portfolio into the committee. Unsuccessful candidates must wait a one (1) year before resubmitting. Candidates will be responsible for making arrangements to pick up their materials.

**9.9.2.4** Successful candidates will receive a certificate and recognition at a district board meeting.

**9.9.2.5** A copy of the narrative portion of each application submitted will be kept in the applicant’s personnel file.

**9.9.2.6** In future years as master teachers are identified , teacher members of the committee will be comprised of Master teachers.

**9.9.2.7** The committee will establish an appeal process for teachers who believe that the process and procedures outlined in this section were not followed. No appeals will be considered based on scoring of a candidates’ application.

## **9.9.3 Employee Protection**

**9.9.3.1** Under no circumstances is the involvement in the activities of the MTRC to be used for employment decisions by the Board.

**9.9.3.2** Nothing in the Master Teacher process shall have an adverse impact on a unit member’s evaluation.

**9.9.4** The MTRC shall act in accordance with state law and ODE requirements and shall not have the authority to supersede any section of this collective bargaining agreement

## **CHAPTER 10 FEE WAIVER**

**10.1** The following guidelines will be used for application and distribution of fee authorization cards:

**10.1.1** The fee authorization cards for each participating educational institution shall be allocated into units for distribution by terms. The allocation for the year will be determined pursuant to the Agreement approved by the participating educational institution, the Association and the Board. The allocation per term shall be based on the percentage requested each term the previous school year. Those cards not used will be carried over to the next term. Unused cards from Otterbein and Capital shall be returned to said university/college.

**10.1.2** Funds generated from unused cards returned to Otterbein, Capital, or other educational institutions shall be expended on in-service programs. The LPDC shall make recommendations on the use of said funds to the Superintendent, who shall have final authority on the expenditure of the funds.

**10.1.3** No more than the allocated number of cards will be issued during a term unless additional cards are obtained from other Franklin County Council of Education Associations (F.C.C.E.A.) member districts or cards have been carried over from a previous term.

**10.1.3.1** The provisions of **Sections 10.1.1** and **10.1.3** notwithstanding, the allocation per term of Ohio State University Fee Waivers will not be limited to the percentage requested each term the previous school year. All requests for fee waivers shall be honored unless the University allocation becomes more restrictive.

**10.1.4** Each bargaining unit member desiring a fee waiver must complete a written application Form F provided by the Superintendent or his/her designee.

**10.1.5** This form must be received by the Westerville School's Central Office no later than the deadline established and published by the Superintendent.

**10.1.6** If the demand for cards is greater than the number allocated for a particular term, 85% of the allocation for the term will be distributed according to the guidelines established in **Section 10.1.8** and **Section 10.1.9**.

**10.1.7** If the demand for cards is greater than the number allocated for a particular term, the remaining 15% of the allocation for the term will be distributed by lot to requesting unit members who are not awarded a waiver pursuant to **Section 10.1.6**.

**10.1.8** Preference Orders

**10.1.8.1** 1st Preference - Any unit member who needs college courses to renew a certificate/license required for his/her current position.

**10.1.8.2** 2nd Preference - Any unit member taking college course(s) as part of an established graduate degree program approved by the college and who has attended one session during the previous twelve (12) months.

**10.1.8.3** 3rd Preference - Any unit member taking college course(s) as part of an established graduate degree program approved by the college and who has not attended one session during the previous twelve (12) months.

**10.1.8.4** 4th Preference - Any unit member who does not qualify for the first three preferences.

**10.1.9** Within any of the above preference categories, priority will be given on the following basis:

**10.1.9.1** Those unit members who have indicated a willingness to participate in approved Student Field Experience Programs. The Superintendent shall provide a form to all unit members during the first week of each school year that shall provide a place where the unit member may indicate his/her willingness to participate in the student field experience programs. (Form G)

**10.1.9.2** Those unit members who have had direct responsibility for students in any college/university field experience program during the previous twelve (12) months.

**10.1.9.3** Years of employment with the Westerville School System.

**10.1.9.4** In case of a tie after utilizing the above methods, a lottery will be utilized to select the successful participant(s). The procedure for conducting the lottery shall be established by the Superintendent.

**10.1.10** Procedural Guidelines for the Fee Waiver Program.

**10.1.10.1** Fee authorization cards provided by the Superintendent will be completed by the appropriate Central Office Staff and sent to the appropriate principal(s) for distribution to the appropriate unit member(s).

**10.1.10.2** Any unit member who receives a card and decides not to use it must return the card to the Central Office as soon as possible but not later than the last day for payment of fees. Any person who fails to return a card will be denied the use of fee authorization cards for the succeeding twelve (12) months.

**10.1.10.3** Any unit member who drops a course within the time limits prescribed by a participating educational institution will notify the appropriate officers of said institution so that credit may be given to the system's authorization bank.

**10.1.10.4** Cards will be issued on a one card per unit member basis for each term to the extent that cards are available. A second card may be requested for summer term(s) only. Summer term(s) cards will be issued on a one card per unit member basis until all requests are filled. Remaining cards will then be distributed to those requesting a second card according to the established preference orders. A fee authorization card can authorize any number of credit hours up to but not exceeding six (6) quarter hours or the equivalent. The conversion of units to quarter hours and/or semester hours shall be determined by the Superintendent.

**10.1.10.5** The guidelines for utilization of fee authorization cards shall be reviewed annually by a joint Association-Administration committee if either the Association or the Superintendent believes there is a need to review the procedure.

## **CHAPTER 11 GRIEVANCE PROCEDURE**

### **11.1 Grievance Defined**

**11.1.1** A grievance is an alleged violation, misinterpretation, or misapplication of the provisions of the Master Contract between the Board and Association.

### **11.2 General Provisions**

**11.2.1** A representative of choice may be used by any grievant involved at any level of the procedure herein described.

**11.2.2** No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described. No reprisal shall be made against any party involved in the use of this grievance procedure.

**11.2.3** If a grievance appears to arise from the action or inaction of an authority higher than the principal or immediate supervisor, if it affects a group or class of unit members, or if it affects the Association, it may be initiated at the lowest level at which relief can be provided for the grievance, but not above Level II.

**11.2.4** An individual or group grievance may be initiated by the person or group so aggrieved or by the Association.

**11.2.5** All meetings held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator.

**11.2.6** The Association President or his/her designee shall receive a copy of all formal grievances filed, all written communications regarding grievances being processed (including notification of the time and place of all grievance meetings), and all written decisions. He/she shall have the right to attend all grievance meetings.

**11.2.7** A grievance may be withdrawn at any level without prejudice or record.

**11.2.8** Nothing contained in this procedure shall be construed as limiting the individual rights of a unit member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.

**11.2.9** Nothing contained in this procedure shall be construed as limiting the rights of unit member(s) from using legal means in resolving a complaint or problem.

**11.2.10** Formal grievance meetings may be recorded by either party.

### **11.3 Time Limits**

**11.3.1** During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday), excluding legal holidays.

**11.3.2** The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.

**11.3.3** All formal grievances must be appealed to the next formal level within ten (10) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level.

**11.3.4** Failure of the administration to respond within the specified time limits shall permit the grievant to proceed to the next level.

**11.3.5** If a grievance is not initiated within thirty (30) days after the grievant knew, or should have known, of the act and condition upon which the grievance is based, the grievance shall be considered waived.

### **11.4 Procedure**

#### **11.4.1 Informal Discussion**

**11.4.1.1** A unit member having a grievance may first discuss it with his/her immediate supervisor or principal, either individually or with an Association representative.

#### **11.4.2 Level One**

**11.4.2.1** If a grievant is not satisfied with the result of informal discussion and/or if he/she wishes to initiate a formal grievance, the grievance and relief sought will be reduced to writing

on Form K. The Association shall be available to assist any unit member in preparing the proper and complete information necessary to expedite the grievance.

**11.4.2.2** The written grievance shall be initiated by submitting Form K to the immediate supervisor or principal.

**11.4.2.3** Within five (5) days of receipt of the written grievance, the immediate supervisor or principal shall meet with the grievant. The meeting shall include the appropriate administrator, the grievant, Association representative(s), and any other person who may be needed to give information concerning the grievance.

**11.4.2.4** Within five (5) days following the meeting, the appropriate administrator shall render a written disposition. Said disposition shall be submitted to the grievant by using Form K.

#### **11.4.3 Level Two**

**11.4.3.1** If the grievant is not satisfied with the disposition at Level One, the grievance may be appealed by submitting Form K to the Superintendent.

**11.4.3.2** If a grievance is to be initiated at this level, the grievance and the relief sought will be reduced to writing on Form K. The Association shall be available to assist any unit member in preparing the proper and complete information necessary to expedite the grievance.

**11.4.3.3** The written grievance shall be initiated by submitting Form K to the Superintendent.

**11.4.3.4** Within five (5) days of receipt of Form K, the Superintendent shall meet with the grievant. The meeting shall include the Superintendent, the grievant, Association representative(s), and any other person who might be needed to give information concerning the grievance.

**11.4.3.5** Within five (5) days following the meeting, the Superintendent shall render a written disposition. Said disposition shall be submitted to the grievant by using Form K.

#### **11.4.4 Level Three**

**11.4.4.1** Upon mutual agreement of the board and WEA, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation.

**11.4.4.2** If the grievant is not satisfied with the disposition at Level Two and with the concurrence of the Association, the grievance may be appealed to binding arbitration by the following provisions:

**11.4.4.3** Within ten (10) days of receipt of the written Level II disposition, the grievant may submit a demand for arbitration form (Form L) to the American Arbitration Association (AAA). Copies of said demand form will be sent to the Superintendent and the Association President at the same time as the original is sent to the AAA. The arbitrator will be selected in keeping with AAA's voluntary rules and regulations. Once an arbitrator is selected under this process, the arbitrator shall conduct a fair and impartial hearing on the grievance, during which each party will have an opportunity to present its side of the grievance. The arbitrator shall issue his/her binding written award as soon as possible after the hearing. Copies of the binding award will be sent to the grievant, the Association President, and the Superintendent.

**11.4.4.4** The arbitrator is specifically prohibited from making any decision that is inconsistent with the terms of this contract, that alters or amends this contract, or that is contrary to law.

**11.4.4.5** The fees and expenses of the arbitrator, including the cost of a meeting room and AAA filing fees, shall be paid by the party whose position was not sustained by the arbitrator.

**11.4.4.6** Nothing herein shall be construed to limit the parties from mutually agreeing to a panel of arbitrators and a method of selecting from such panel an arbitrator for level three grievances as they arise.

## **CHAPTER 12 ENHANCING PROFESSIONAL PRACTICE AND DEVELOPMENT**

### **12.1 Concept Statement**

**12.1.1** We believe that in order for significant, meaningful individual growth to take place, there needs to be some common conceptualization about the growth and development process and the

- climate that is most supportive of professional growth. We believe that the Westerville School District should be dedicated to the personal and professional practice and development of staff members. By the same token, we believe that as professionals we have individual obligations to plan for our own growth in a systematic, planned way during our professional career.
- 12.1.2** We further believe that such practice and development is most likely to occur in a caring climate where those individuals responsible for the supervision of others act in a facilitating way.
- 12.1.3** We believe that the essence of a positive, personalized Practice and Development Program would include a clear understanding of who “I” am, well-defined growth objectives, reasonable time lines, a scheme (strategies) for reaching the stated objectives, progressive checkpoints, benchmarks and identifiable means of measurement and a facilitative manager.
- 12.1.4** We believe that the growth process should place the emphasis on performance outcome, rather than subjective judgment applied by arbitrary standard.
- 12.1.5** We believe that a significant Practice and Development Program requires commitment of time, observation by principals of teachers’ classroom performances, personnel resources, finances and ultimately should involve the Board of Education, Superintendent and all employees on an annual basis.
- 12.1.6** We believe that the Teacher Practice and Development Process must be independent of and separate from the contract process.
- 12.1.7** Finally, we believe that Professional Practice should
- 12.1.7.1** Be aligned with a framework of Professional Teacher Standards and quality teaching practices
  - 12.1.7.2** Those professional development activities should be aligned with the professional standards and be meaningful/purposeful for the teacher.
  - 12.1.7.3** The alignment of professional development activities should take in consideration the professional standards, scope and sequence of the adopted course of study, academic content standards, district and building CIP goals.
- 12.2** The Teachers’ Practice and Development Committee shall be composed, of five (5) persons appointed by the Board and five (5) persons appointed by the Association. The Committee’s Practice and Development purpose shall be to facilitate and evaluate the Teacher Practice and Development Process.
- 12.3** The Committee shall submit a report on the status of the Practice and Development Process, including recommendations, if any, for improvement to the Superintendent and the Association. Said report shall be submitted no later than June 1st.
- 12.4** The Association and the Board agree that the only policy and/or procedure for the evaluation of unit members (except those stated in **Chapter 13**) will be the statements contained in this Chapter, unless the parties mutually agree to an alternate policy and/or procedure.
- 12.5** The Teacher Practice and Development Evaluation Procedure will
- 12.5.1** not be a Practice and Development performance evaluation for contract recommendations or related to the Fair Dismissal Chapter of the negotiated contract,
  - 12.5.2** involve a building administrator and teacher,
  - 12.5.3** consist of (at least) a goal-setting pre-conference and a goal-assessing post-conference.
    - 12.5.3.1** One, two, or three instructional goals will be mutually agreed to by the administrator and the teacher. At least one of these goals shall be related to a goal developed at the building level with staff participation.
    - 12.5.3.2** Post-conference assessments will not “rate” the teacher, but will evaluate the extent to which the goals were met.
  - 12.5.4** Involve teachers every three school years. (A teacher may request the opportunity to be involved more frequently.)
  - 12.5.5** Be formal to the extent that goals will be written down and maintained by the teacher and reviewed by the building administrator (Placement of any written material related to the procedure would be maintained and placed in a teacher’s official Personnel File only with mutual agreement by the teacher and administrator.)
  - 12.5.6** Begin during a first semester and be completed prior to the beginning of the following school year.
- 12.6** The Teacher Professional Practice and Development Procedure may
- 12.6.1** involve goals designed to

- 12.6.1.1 improve instruction
- 12.6.1.2 enhance performance
- 12.6.1.3 reinforce curricular goals
- 12.6.1.4 provide a variety of learning experiences for students
- 12.6.1.5 improve student learning
- 12.6.2 involve a “mentoring” approach to goals for new teachers.
  - 12.6.2.1 During the first three years of employment of a bargaining unit member, the principal may determine that the teacher should be assigned a mentor to aid his/her professional practice and development as a new teacher.
  - 12.6.2.2 The assigned mentor may be a department facilitator, a team leader, or other person designated by and acting under the direction and supervision of the principal. Participation as a mentor shall be voluntary.
  - 12.6.2.3 The mentor will not be required to conduct formal evaluations or to make or offer recommendations concerning the employment of any other bargaining unit member.
  - 12.6.2.4 The mentor will facilitate the teacher professional practice and development program developed by the principal, the teacher, and the mentor and approved by the principal. Such program will be developed pursuant to **Sections 12.5** and **12.6** and shall specify the time commitment required of the mentor.
  - 12.6.2.5 The mentor shall be compensated pursuant to **Schedule P** in **Section 20.9.6** for all time scheduled by the principal and approved by the Superintendent for the teacher’s professional practice and development program unless administration provides release from other duties for which the mentor is normally responsible.
- 12.6.3 involve a “mentoring” approach to goals for experienced teachers.
  - 12.6.3.1 A principal may determine that a teacher who has been employed with the district more than 3 years should be assigned a mentor (per **Section 12.6.2.5**) to aide his/her professional practice and development as a teacher.
- 12.6.4 involve classroom observation of the teacher by the administrator,
- 12.6.5 involve observation by the teacher of other teachers in the building,
- 12.6.6 involve attendance at workshops, seminars, etc., and
- 12.6.7 involve graduate school course work.

**12.7** Teacher Evaluation

- 12.7.1 For the duration of the 2012-2013 school year, the District will adhere to the Evaluation process currently in place. The District will continue the Teacher Evaluation Steering Committee (T.E.S.C.) for the 2012-2013 school year and the current T.E.S.C. members will continue. Additional members may be added to the T.E.S.C. in equal numbers from WEA (appointed by WEA) and Administration (appointed by Administration), all of whom shall have the desired qualifications/experience, such as: mid-level career educators, willingness to commit time and energy to policy committee, knowledge of and experience with evaluation tools. The T.E.S.C. will also include the Superintendent or designee, the Executive Director of Human Resources and other administrators as needed, but the number of administrators shall not exceed the number of WEA members on the committee. The T.E.S.C. will do the following:
  - 12.7.1.1 Review the current evaluation policy, instruments, procedures and standards.
  - 12.7.1.2 Consider revised or new evaluation models based on best practices, including consideration of the evaluation tools developed by the Ohio Department of Education.
  - 12.7.1.3 Review compliance with House Bill 153 and any and all other applicable law.
  - 12.7.1.4 Develop outside resources, information and experts, as needed.
  - 12.7.1.5 Pilot an evaluation system during the 2012-2013 school year that complies with House Bill 153/SB 316. Make a recommendation for a new evaluation system for the District vote on ratification by April 1, 2013. The April 1, 2013 deadline may be extended if necessary to May 1, 2013.
  - 12.7.1.6 Pilot an evaluation system effective July 1, 2013 for the 2013-14 school year that complies with HB 153/SB 316.
  - 12.7.1.7 Implement an evaluation system effective July 1, 2014 for the 2014-15 school year that complies with HB153/SB 316



- 12.7.2 Once the T.E.S.C. recommendation has been ratified by both parties, the language shall be incorporated into the master contract. If the parties are unable to ratify the recommended language by May 1, 2013, the WEA and Board negotiation teams shall immediately reconvene and attempt to resolve issues for ratification before June 1, 2013. Bargaining unit members on the T.E.S.C. will have release time during the day to attend meetings scheduled in May for the purpose of achieving ratification of an evaluation system. If the T.E.S.C.'s recommendation has not been accepted by both the WEA and the Board by June 1, 2013, the Board shall adopt O.D.E.'s model evaluation policy as it exists on June 1, 2013 for implementation effective July 1, 2013 for the 2013-2014 school year.
- 12.7.3 The evaluation policy shall include procedures for using the evaluation results for retention and promotion decisions and for removal of poorly performing teachers. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.
- 12.7.4 Evaluation data collected during the 2012-2013 and 2013-14 piloting of the evaluation system and during the implementation year of 2014-15 shall not be used in making decisions regarding the retention or promotion of any bargaining unit member.
- 12.7.5 To the extent allowed by law, the T.E.S.C. will review and consider and include in its recommendation time lines for the conduct and completion of evaluations.

## CHAPTER 13 FAIR DISMISSAL

### 13.1 Statement of Purpose

13.1.1 The parties recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights shall be accorded all unit members.

### 13.2 Definition of Terms

13.2.1 Termination of a contract shall be defined as the ending of a continuing contract or a limited contract by Board action before the expiration time specified in such contract.

13.2.2 Non-renewal shall be defined as Board action not to re-employ a unit member pursuant to the provisions of **Section 3319.11 O.R.C.**

13.2.3 Suspension, as used in this procedure, shall be defined as the removal of a unit member from his/her assigned duties and should not be confused with the word "suspension" as used in the Reduction in Force Chapter in this contract.

13.2.4 A Probationary Contract is a limited contract issued for a period no longer than two years for the purpose of corrective discipline. Such contract shall set forth written reasons directed at the areas of necessary improvement of a unit member's job performance. Said contract will be issued only pursuant to the provisions of **Section 13.3.**

13.2.5 Nothing in this Chapter shall be construed to deny unit members the right to redress through the courts of law.

### 13.3 Evaluation

13.3.1 Prior to taking any A14/78 actions as set forth in **Section 13.3.2** below, a unit member who is recognized as having a professional difficulty will be provided definite positive assistance to correct any professional difficulties and time to incorporate the recommended changes. If such professional difficulties are not remedied as stated above and in those instances when a unit member's performance might raise serious question about his/her contract status, the problem(s) shall be dealt with on a direct basis through the following procedure. **13.3.2** The unit member shall be notified by the use of Form A14/78. Such notice shall set forth the specific problems of performance, recommendations for correcting said problems and a timetable for corrective action. The affected unit member may respond by completing and returning to the affected administrator Form A14/78A. The administrator shall provide assistance to the unit member in implementing the recommendations on Form A14/78.

13.3.3 An initial conference involving the affected unit member and his/her building administrator

shall occur within five (5) school days from the day the unit member receives Form A14/78. Interim conference(s) shall be set by the principal to review corrective measures being taken and to discuss progress being made. A final conference shall be conducted prior to final administrative action. The affected unit member shall be entitled to representation during the conference(s) called for in this paragraph.

**13.3.4** The termination of a contract, the non-renewal of a contract, or the issuance of a probationary contract under this section shall be solely for reason(s) set forth in an A14/78 and then only if the specific problems of performance have not been corrected after following the procedure described in this section.

**13.3.5** After the initial conference as set forth in **Section 13.3.3** above, copies of the A14/78 form will be given to the unit member, the building administrator and the Human Resources Director. The Human Resources Director will place his/her copy of the A14/78 form in the unit member's personnel file.

**13.3.6** Upon completion of the A14/78 summary statement with recommendation, the building administrator will maintain the original, and give copies to the unit member, the Superintendent **or designee**, who shall place his/her copy in the unit member's personnel file.

**13.3.7** The A14/78 materials shall be removed from the affected unit member's personnel file no later than three (3) years after it was originally placed in the file, unless the problem which caused the A14/78 to be issued has reoccurred during that period of time and has given cause to issue another A14/78 form for the same problem.

#### **13.4 Termination of a Contract**

##### **13.4.1 Basis for Termination**

**13.4.1.1** The contract of a unit member may not be terminated by the Board except for good and just cause (**Section 3319.16 O.R.C.**)

##### **13.4.2 Procedure**

**13.4.2.1** The legal procedure the Board must follow in terminating a contract is outlined in the **O.R.C., Section 3319.16 and 3319.161.**

#### **13.5 Non-renewal of Limited Contracts**

##### **13.5.1 Basis for Non-renewal**

**13.5.1.1** Non-renewal of a unit member's contract by the Board may be only for gross immorality, for willful and persistent violation of reasonable regulations of the Board, for inefficiency based on **Section 13.3** above, or for other good and just cause-add statute HB 330.

##### **13.5.2 Procedure**

**13.5.2.1** A unit member whose contract is being considered for non-renewal shall be notified in writing on or before April 30, as set forth in **3319.11 O.R.C.** The notification shall include the following information:

**13.5.2.1.1** The basis and the complete and detailed reasons for such non-renewal.

**13.5.2.1.2** A unit member shall have the right to undertake, with his/her representative, a complete review of his/her personnel file in accordance with **Chapter 7.**

#### **13.6 Issuance of a Probationary Contract**

##### **13.6.1 Procedure**

**13.6.1.1** A unit member who is being considered for a Probationary Contract shall be notified in writing on or before April 30. The notification shall include the complete and detailed reasons for such contract and the recommended action(s) directed at correcting areas of necessary improvement.

**13.6.1.2** Failure of the unit member to correct the specific problems of performance specified in the Probationary Contract may result in subsequent action to non-renew the unit member's contract pursuant to **Section 13.5.**

#### **13.7 Suspension**

**13.7.1** A unit member may be suspended only pursuant to a termination action as outlined in **Section 3319.16 O.R.C.** and **Section 13.4.**

#### **13.8 New Teacher Evaluation**

**13.8.1** Within the first thirty (30) days of each new teacher's employment, the building principal shall begin the observation process.

**13.8.1.1** During the first school year of each new teacher's employment, the principal or

his/her designee shall observe such teacher at least three (3) times for a period of at least thirty (30) minutes per observation.

**13.8.1.2** During the second school year of a “new teacher’s employment” the principal or his/her designee shall observe such teacher at least three (3) times for a period of at least thirty (30) minutes per observation. On the day of the observation, the principal will schedule a conference to discuss the observation. The conference will be held within ten (10) days after the observation and shall include discussion of the principal’s written report of the observation. (Note: a new teacher is a unit member new to the district.)

**13.8.2** Upon completion of the three observations, the principal may choose one or more of the following options during each of the first two years of employment.

**13.8.2.1** Continue making observations of the teacher.

**13.8.2.2** Assign a mentor pursuant to **Section 12.6.2**.

**13.8.2.3** Recommend either a one year or two-year contract pursuant to **Sections 13.9** [Sequence of Contracts]

**13.8.2.4** Begin an A14 action pursuant to **Sections 13.3.2 - 13.3.7**. Such A14 may lead to a recommendation for a Probationary Contract pursuant to **Section 13.6** or to recommendation of non-renewal pursuant to **Section 13.5**.

**13.8.2.5** The Association will do everything within its authority as representative and advocate for unit members to provide assistance within the provisions outlined in Section 13.3

### **13.9** Sequence of Contracts

**13.9.1** Limited contracts in the district shall be for the following periods, provided that any bargaining unit member beginning employment during a school year shall commence such sequence, if rehired, the following school year:

**13.9.1.1** The first contract granted a beginning bargaining unit member shall be a one (1) year limited contract.

**13.9.1.2** The second contract granted a bargaining unit member shall be a one (1) year limited contract.

**13.9.1.3** The third contract and subsequent contracts granted a bargaining unit member shall be a two (2) year limited contract.

**13.9.2.** A bargaining unit member who is identified as being on probation while holding a one (1) year contract or during the final year (the year the contract expires) of a multi-year contract, and who is granted a subsequent contract at the expiration of the current contract, will receive a probationary contract as provided in **Section 13.2.4 and 13.6**. Satisfactory performance while on the probationary contract will enable the bargaining unit member to return to the normal steps of the established sequence of contracts.

**13.9.3** Continuing contracts shall be granted as provided under law. A bargaining unit member who, during a multi-year limited contract that is not in its final year, becomes eligible for continuing contract status shall be granted a continuing contract for the next school year if the Superintendent so recommends and the Board affirmatively approves such recommendation. In order to be considered for a continuing contract, a bargaining unit member must **initiates the process by** submitting to the office of the **Human Resources Form N(a) ‘Continuing Contract Eligibility, Application/Recommendation Form’** on or before November 1 of the school year in which the person is seeking consideration. A unit member becoming qualified after April 30<sup>th</sup> and before August 31<sup>st</sup> of the school year in which the person is seeking consideration, and approved by the Superintendent, shall be granted a continuing contract retroactively to April 30<sup>th</sup> provided that the unit member notified the Board of Education (within April 30 and August 31) of such a situation and then submits affirming required documentation to the HR Office before October 1<sup>st</sup> of the next school year. Form N(a) ‘Continuing Contract Eligibility, Application/Recommendation Form’ must be completed and on file in the Human Resources Office prior to issuance of a “Continuing” Contract. . Unit members who were initially licensed after January 1, 2011, shall use Form N(b) “Continuing Contract Eligibility, Application/Recommendation Form” and must be completed and on file in the Human Resources Office prior to issuance of a “Continuing” Contract.

**CHAPTER 14  
REDUCTION IN FORCE (RIF)**

**14.1 Conditions**

**14.1.1** The Board of Education will determine that it will be necessary to reduce the number of teachers for the reasons provided in **Section ORC 3319.17**. The Board may RIF a position that was instituted by “seed grant” funds. (Note: A “seed grant” is a grant that has a term of three (3) or fewer years, that specifies the development of a new position, that is designed to test the feasibility of a new program or is experimental, and that requires special petition or application. The Superintendent and the Association President shall agree that a position is a “seed grant” position prior to submission of the grant application.

**14.2 Application**

**14.2.1** The Reduction in Force (RIF) Procedure shall apply to all bargaining unit members. Procedures shall apply, to the extent allowed by law, to unit members on leave in the same manner as if they were working.

**14.3 Seniority**

**14.3.1** Seniority shall be defined as follows:

**14.3.1.1** Seniority shall be defined as the unit member’s length of continuous employment as computed from the first regular, paid work day with the Westerville Board of Education.

**14.3.1.2** A year of employment means actual service (including paid leave) of not less than one hundred twenty (120) days within a school year.

**14.3.1.3** The following factors shall be used to break a tie in seniority rankings for the purposes of RIF:

**14.3.1.3.1** Total years of service including:

**14.3.1.3.1.1** all prior state accredited or chartered private and public school teaching experience of 120 or more contract days within a given school year;

**14.3.1.3.1.2** all prior tutoring experience (in a state accredited or chartered school) of five hours per day (minimum) for 120 or more contract days within a given school year;

**14.3.1.3.1.3** actual years of military service as used for salary schedule placement in **Chapter 19**; and

**14.3.1.3.1.4** years of experience that may have been granted by the Superintendent for job-related experience provided in **Chapter 19**.

**14.3.1.3.1.5** Date of unit member’s signature on initial contract with the district.

**14.3.1.3.2** Date of Board action to hire the unit member in question.

**14.3.1.3.3** Performance and qualification as related to position(s) remaining.

**14.3.1.4** Seniority shall not be interrupted by authorized leaves of absences or while a unit member is on a Reduction in Force status, *i.e.*, holding a suspended contract because of a Reduction in Force.

**14.3.1.5** RIF lists shall be compiled at least thirty (30) calendar days prior to the date of the Board of Education meeting at which the Superintendent presents the names of unit members to be RIF’d. Such list(s) shall be compiled by listing unit members on continuing contracts according to the seniority provisions set forth above and followed by unit members on limited contracts according to those provisions. Unit members who are eligible for continuing contract prior to April 30th of one school year shall be placed under the continuing contract seniority list described above with the understanding that said list is subject to revision due to Board action on the future contract status of unit members currently on limited contracts.

**14.3.1.6** A separate list shall be compiled for each area of certification/ licensure and a unit member having more than one certification/ licensure area will be placed on each appropriate list. The Association President shall receive a copy of the list(s) and all revisions thereof at the time such is prepared.

**14.3.1.7** The WEA President shall be granted super seniority over all other bargaining unit members in the event of a RIF. At the end of his/her term of office, he/she shall return to the

status he/she would have had but for the super seniority.

#### **14.4 Criteria for Reduction**

**14.4.1** Reductions shall be accomplished by the Board suspending contracts based on the recommendation of the Superintendent. The recommendation shall give preference to unit members on continuing contracts who have greater seniority within each area of certification/ licensure affected and then to unit members on limited contracts who have greater seniority within each area of certification/ licensure affected.

- those on continuing contracts
- those on a probationary contract and who have greater seniority;
- those on a multi-year limited contract and who have greater seniority; and,
- those on a one-year limited contract and who have greater seniority.

Once the District has at least one year's worth of evaluations under the new evaluation policy required by R.C. 3319.111, as amended, the recommendation shall give preference to unit members on continuing contracts who have exhibited better performance as measured by their evaluations within each area of certification/ licensure affected and then to unit members on limited contracts who have exhibited better performance as measured by their evaluations within each area of certification/ licensure affected. To the extent two or more members have comparable evaluations, preference shall be given based on seniority.

**14.4.2** No unit member will be RIF'd if there are unit member(s) on other RIF list(s) having less preference as set forth in **Section 14.3.1.5**.

#### **14.5 Effective Date of the RIF**

**14.5.1** The effective date shall be determined by the Board of Education.

#### **14.6 Notice**

**14.6.1** The Superintendent/Designee shall notify the WEA President of the specific reasons for, and the nature of, any anticipated staff reduction no less than twenty (20) calendar days prior to notification to unit members and the Board action on a reduction in force.

**14.6.2** When reasons for invoking RIF for the following school year are known prior to April 30, unit members to be RIF'd shall be notified on or before April 30. When reasons for RIF become known after April 30, unit members to be RIF'd shall be notified at least thirty (30) calendar days prior to the date of the Board of Education Meeting at which the Superintendent presents the names of unit members to be RIF'd.

#### **14.7 Limitations**

**14.7.1** No new hire shall be employed in a bargaining unit position until all qualified by license eligible, laid off unit members have been offered such position.

**14.7.2** No transfer, reassignment, or involuntary reassignment shall be made during a period of RIF until all eligible qualified unit members are offered recall.

**14.7.3** No non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible unit member remains on RIF status.

**14.7.4** Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a RIF'd unit member.

#### **14.8 Rights**

**14.8.1** A unit member who has been notified that he/she will be included in a RIF will be granted the following rights:

**14.8.1.1** The right to apply and be placed on the appropriate priority list for tuition waivers from the effective date of the RIF through the following summer. Unit members who have supervised student teachers during the year will be eligible through the following school year.

**14.8.1.2** The right to be carried on payroll records and to remain in group insurance programs. The unit member shall be responsible for the full premium payment of all programs subscribed to at the first full premium due date following the effective date of his/her "unpaid" RIF status.

**14.8.1.3** Unit members who maintain the current health insurance as part of COBRA shall receive a deferred contribution equal to the Board's share of the yearly HSA, for each year the unit member is on recall status.

**14.8.1.4** Unit members on recall status shall have the right to access to the District's intranet system to stay current of all job postings.

## **14.9 Recall**

**14.9.1** A unit member whose teaching contract is suspended on the basis of a RIF shall maintain recall rights until he/she is fully reinstated, refuses a recall opportunity that would fully reinstate the unit member's contract, submits a resignation, or accepts employment as a teacher in another district. It shall be the responsibility of the unit member to keep the Board advised in writing of a mailing address at which he or she can be reached.

**14.9.2** Unit members whose continuing contracts are suspended shall have the right of reinstatement to continuing service status in the order of seniority as defined in Section 14.3.1 above if and when teaching positions become vacant or are created for which any of such unit members are or become qualified.

**14.9.3** If all unit members with suspended continuing contracts turn down a vacant position for which they are certified, or if positions are vacant after all unit members with continuing contracts are recalled, then positions will be offered to unit members with suspended limited contracts in areas in which they are certified in the order of seniority as defined in Section 14.3.1 above.

**14.9.4** Notice of recall shall be given by return-receipt requested registered mail to the last address given by the unit member to the Board. If the Board receives notice that the unit member no longer resides at the address or the notice is not accepted or picked up within five (5) work days of the first attempt by the post office to deliver it, the unit member shall be removed from the recall list. The unit member must notify the Office of Human Resources that he/she accepts or refuses the offer of recall within three (3) work days after the date of receipt of notice of recall.

**14.9.5** A unit member with multiple licenses/certificates who is recalled into an alternate instructional area for which he/she is licensed/certificated, but has not taught in the area of licensure/ certification in Westerville City Schools for at least 120 days within the three (3) years prior to the RIF, or has not taken six (6) semester hours in related coursework in that area of licensure /certification within the past three (3) years, must complete eighteen (18) units of district approved continuing education in related course work or six (6) semester hours of district approved graduate study in related course work within one (1) year of accepting a position. In the alternative, rather than course work/CEU's, the district will assign the unit member a subject area mentor that will meet with and provide professional development at mutually agreeable times either prior to or during the school year for a minimum of twenty (20) hours. Measures will be taken to ensure that unit members falling into this category will be given priority in the utilization of fee waivers as outlined in the current collective bargaining agreement.

## **14.10 Transfer of a Building to Another District**

**14.10.1** When the Board of Education becomes aware that school district territory that includes a staffed building is to be transferred to another school district, the Superintendent shall make all transfers necessary to re-staff such building(s) first with unit members who have agreed to voluntary transfers and then with unit members having the least seniority through involuntary transfers. Such transfers shall be accomplished prior to the date the building is transferred.

## **CHAPTER 15 RETIREMENT BENEFITS**

### **15.1 General**

**15.1.1** Severance pay shall be a one-time, lump-sum payment to eligible unit members according to the following provisions.

### **15.2 Eligibility**

**15.2.1** A unit member's eligibility for severance pay shall be determined as of the final date of employment. The criteria are as follows:

**15.2.1.1** The unit member retires from the Westerville City School System.

**15.2.1.2** Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code (State Teachers Retirement System).

**15.2.1.3** The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within 120 days of the last day of employment with the Board, prove acceptance into the retirement system by having received

and cashed his/her first retirement check.

**15.2.1.4** The only exception to this requirement is for a unit member who has twenty (20) years of service credit with the Westerville School Board. Said unit member shall be eligible to receive severance pay after receiving his/her first benefit check from STRS, providing the unit member has not worked for another school district since his/her last day of employment with the Westerville Board of Education and provided said check is received no later than five (5) years since the unit member's last day of employment with the Westerville Board of Education.

**15.2.1.5** The estate of a unit member having at least 15 years of Westerville service credit **(15.5)** will be paid earned severance pay **(15.3)** as a death benefit in addition to any life insurance provided under this agreement.

**15.2.1.6** The unit member must have not less than ten (10) years of service with the Westerville district, the state, or its political subdivisions.

**15.2.1.7** The unit member must sign a form provided by the Board when he/she picks up the district's retirement check certifying that all of the above eligibility criteria have been met.

### **15.3 Benefit Calculation**

**15.3.1** The severance pay benefit shall be calculated according to the following:

**15.3.1.1 For existing unit members**

$\frac{72 \text{ days} \times \text{highest year Westerville salary}}{\text{Number of days in contract}}$  (excluding supplemental salary)

or

$\frac{\text{Days of accumulated sick leave} \times \text{highest year Westerville salary}}{\text{Number of days in contract}}$  (excluding supplemental salary)

whichever calculation shall produce the lesser amount.

**15.3.2** Unit members who upon retirement have exceeded the maximum number of sick leave days that can be accumulated under **Chapter 16** shall receive one additional one-tenth (0.1) severance days pay for every one (1) day above the maximum sick leave accumulation (255 days per 16.2.1).

**15.3.3** Should a unit member not have a minimum of 72 days remaining in his/her accumulated sick leave at time of retirement, he/she shall be granted the number of days remaining in said account.

**15.3.4** Severance pay will also include payment for all remaining In-Service/PDI hours as outlined in **9.5.3** that a unit has earned that have not been converted to an in-service increment as outlined in **9.2.1**.

**15.3.5** Payment will be calculated by multiplying the number of aforementioned in-service/PDI hours X .0067 X .0129 X BA-O salary.

**15.3.6** Severance pay will also include payment for all remaining PDI hours, the total being less than 150, as outlined in **9.5.5**. Payment will be calculated by multiplying the aforementioned number of PDI hours X .0067 X .0129 X BA-0 salary.

**15.4** Receipt of payment of accrued, but unused, sick leave shall eliminate all sick leave credit accrued by the unit member.

**15.5** Unit members may elect to maintain district insurance through August 31 if a written notice of intent to retire (following completion of continued employment up to the last contract day of the same contract school year) is submitted to the Board office by April 1. The written notice of intent to retire must include a statement indicating whether the unit member wishes to continue their district insurance through August 31. If not, the district insurance will be terminated on May 31.

## **CHAPTER 16 PAID LEAVES**

**16.1** All leaves under this Chapter shall be with full pay and fringe benefits except as noted herein. Time spent while on any leave provision in this Chapter shall count for seniority purposes as defined in **Chapter 14** and for salary schedule placement. Every reasonable effort shall be made to obtain a

substitute for non-classroom unit members who are on leave and have submitted Form V (Notice of Extended Leave). Should there be no substitute available to cover for the absent unit member, then the Superintendent/designee and the WEA President shall immediately meet to work out a mutually agreeable alternative.

## **16.2 Sick Leave**

**16.2.1** All bargaining unit members shall accumulate sick leave credit at the rate of one and one-quarter (  $1 \frac{1}{4}$  ) days per month. Maximum accumulation shall be 255 days for purposes of sick leave. Accumulation shall be unlimited for purposes of severance pay under **Chapter 15**. Sick leave credit may be retained, but not accumulated during a leave of absence for military service.

**16.2.2** Each new unit member or any unit member who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year, or if necessary, the following contractual year.

**16.2.3** If a unit member ends Board employment using advanced sick leave and not earning same, he/she shall have the *per diem* amount deducted for said unearned sick leave from the last paycheck issued by the Board.

**16.2.4** In the event of catastrophic, prolonged, or chronic illness, a unit member who has exhausted his/her Sick Leave pursuant to **Sections 16.2.1** and **16.2.2** may request, through the Association, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member. Guidelines for administering this provision will be mutually developed by the Association President and Superintendent.

**16.2.5** Along with each payroll check, each unit member will be issued a statement of his/her accumulated sick leave from the Treasurer. If it is technically feasible and does not require Board expense all sick leave accrued for severance benefit will be listed on the pay receipt.

**16.2.6** Sick leave may be used for any absence of the unit member due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees or to school children and for any absence due to illness, or death in the unit member's immediate family. Sick leave for pregnancy/adoption may be used as provided below for a total of twelve (12) weeks before and/or after the birth or adoption of a child.

**16.2.6.1** During the contractual school year, sick leave may be used for a total of 60 consecutive work days before and/or after the anticipated due date of the birth or adoption of a child. Use of sick leave provided for in this section precludes use of leave under 16.2.6.2.

**16.2.6.2** A unit member, who adopts or has the birth of child after the last work day of the contractual school year and during the instructional break (i.e. summer) shall have the option to use accumulated and unused sick leave for twelve (12) consecutive calendar weeks (from the time of the birth and/ or adoption) or to the end of the 1st instructional quarter, whichever is greater.

**16.2.7** For the purposes of this Chapter, the immediate family shall be defined as father, mother, sister, brother, husband, wife, child, grandchild, grandmother, grandfather, uncle, aunt, niece, nephew, legal guardian, foster parent, stepparent, foster child, stepchild, stepbrother; stepsister; in-laws bearing any of these relationships, and any person living in the unit member's household.

**16.2.8** Absence for a portion of a day up to one-half (  $\frac{1}{2}$  ) day shall deduct one-half (  $\frac{1}{2}$  ) day of sick leave. Absence for a portion of a day beyond one-half (  $\frac{1}{2}$  ) day shall deduct a full day of sick leave.

**16.2.9** The unit member shall complete an Absence Report for Sick Leave, Form D, justifying the use of sick leave, not later than the second work day after the unit member returns to work from sick leave. As part of the process under 16.2.12, if medical attention was required, the unit member may be asked to provide the name and address of the attending physician and the dates when he/she was consulted.

**16.2.10** No sick leave shall be granted or credited to a unit member after the effective date of his/her retirement or termination of employment.

**16.2.11** When a unit member becomes aware of the need to use sick leave, he/she shall notify the automated substitute calling system so that arrangements can be made for a qualified substitute. The following information shall be given to automated substitute calling system: unit member name, assigned building(s), employee I.D. number, day(s) or partial days of absence, and tentative reason for absence.



**16.2.11.1** If the unit member is aware at the time of calling the automated substitute calling system that his/her absence will be for multiple contract days, he/she shall indicate the number of days to the automated substitute calling system rather than calling each day of the absence. If the unit member later finds that additional days are needed or that he/she can return sooner than originally expected, the automated substitute calling system shall again be notified.

**16.2.12** If a suspected inappropriate pattern of sick leave emerges, the Superintendent or designee shall notify the Association President of the potential sick leave misuse. Where the Superintendent and Association President agree that it is probable that a bargaining unit member has used sick leave for reasons other than those provided in **Chapter 16** of the negotiated agreement, a meeting will be arranged with the unit member and appropriate personnel. The unit member shall have the right to representation at this meeting(s) and will be provided with a statement of the allegations to which he/she may respond at the meeting(s). If the district substantiates sick leave abuse, the unit member may be disciplined up to and including termination or loss of wages for days misused. Discipline for substantiated misuse will be part of a unit member's personnel file.

### **16.3 Personal Leave**

**16.3.1** Each bargaining unit member shall be granted three (3) days personal leave per year, if requested. One (1) of the personal leave days is not subject to the limitations contained in 16.3.3.2. Unused personal leave shall not accumulate from year to year. However, each year, as of June 30, unused personal leave shall be added to accumulated sick leave pursuant to **16.2.1**.

**16.3.2** When a unit member becomes aware of a need to use personal leave, he/she shall notify his/her building principal or the principal's designee so that arrangements can be made for a qualified substitute.

**16.3.3** Personal leave shall be granted without prior explanation for the following reasons:

**16.3.3.1** Emergency situations. (See **Section 16.3.5** below)

**16.3.3.2** Personal business which cannot be handled outside working hours. No further explanation will be required except that the unit member shall certify in writing that the leave will not be used for rest, recreation, vacation, or engaging in gainful employment.

**16.3.4** If personal leave is being taken for the reason set forth in **Sections 16.3.3.2** on the day preceding or the day following a holiday, vacation period or during the first or last week of school, or any Friday in the month of May the unit member must submit Form I along with reasons for the request which are acceptable to the Superintendent prior to the requested leave day. If prior request for personal leave on any Friday in the month of May is not submitted on Form I the unit member will be deducted personal leave at a rate of one point five (1.5) day per one (1) day of personal leave usage. If Form I is submitted and approved the unit member will be deducted one-half (  $\frac{1}{2}$  ) or full day ratios.

**16.3.5** If personal leave is being taken for the reason set forth in **Section 16.3.3.1** above on the day preceding or the day following a holiday, vacation period or during the first or last week of school, or any Friday in the month of May, the unit member may be required to submit evidence to the Superintendent to justify the use of personal leave.

**16.3.6** The Superintendent may grant personal leave for more than three (3) days if approval is requested in advance. The unit member requests such prior approval by completing Form I.

**16.3.7** Personal leave may be used in one-half (  $\frac{1}{2}$  ) day increments. Absence for a portion of a day beyond one-half (  $\frac{1}{2}$  ) shall be deducted as a full day of personal leave.

**16.3.8** The unit member shall complete a personal leave Form I, no later than the second work day after the unit member returns to work from personal leave.

**16.3.9** The number of days used and remaining in the Personal Leave category shall be listed on unit members' pay stubs based on Contract Year.

### **16.4 Religious Leave**

**16.4.1** A unit member may be absent, with pay, on a Religious Holiday not included in the school calendar. The Holiday must be observed by a *bona fide* religion or religious body which has historically observed the Religious Holiday.

**16.4.2** Requests for such absence shall be made in writing, on negotiated Form J, to the Superintendent at least ten (10) school days prior to the holiday. Where the holiday occurs less than 10 school days after the beginning of the school year, the request shall be submitted on or before the end of the second working day of the school year. Where a request is denied, the unit

member may request reconsideration by the Superintendent or his/her designee. Such absences shall not exceed three (3) days during the school year.

#### **16.5 Professional Leave**

**16.5.1** Upon the written approval of the Superintendent, a unit member may be released from contractual duties with pay to attend meetings, conferences, visitations, or related activities that can benefit the unit member's professional abilities and/or benefit the district. Request for such leave shall be made in advance and submitted on Form J to the Superintendent through the appropriate building principal. The unit member shall indicate on the request form those expenses for which he/she wishes to be reimbursed. The Superintendent shall have the authority to decide which expenses, if any, will be reimbursed. Approved expenses shall be indicated on the request form by the Superintendent.

**16.5.2** The Superintendent will assign a substitute teacher to cover the classes of unit members who have received approval for professional leave.

**16.5.3** Other requests for paid leave shall be judged on the merits of the request. The Superintendent may approve such professional leave without pay.

**16.5.4** If professional leave is denied, the unit member shall be given a written reason for the denial if requested by the unit member.

#### **16.6 Assault Leave**

**16.6.1** A unit member who must be absent due to physical disability resulting from an unprovoked or unjustified assault on such unit member which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be granted assault leave, providing all the standards in **Section 16.6.2** below are met. Full-pay status (days not charged to sick leave) under Assault Leave shall be granted up to a maximum of the first twenty (20) days of said disability. At the end of the twenty (20) days, the unit member may at his/her option use sick leave or receive Worker's Compensation (if eligible) for the period of the physical disability.

**16.6.2** A unit member requesting assault leave will complete and submit to the Superintendent Form H, which shall include the following:

**16.6.2.1** Date and time of occurrence

**16.6.2.2** Identification of the individual(s) causing the assault (if known).

**16.6.2.3** Facts and circumstances surrounding the assault.

**16.6.2.4** A certificate from a licensed physician describing the nature of the injury sustained causing absence, if such absence was for more than one (1) day.

**16.6.2.5** A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).

**16.6.2.6** Signature of the assaulted unit member.

**16.6.3** If sick leave becomes exhausted beyond the five (5) day advance as set forth in **Section 16.2.3**, the unit member may apply for further sick leave. Whether such additional leave is granted shall be determined solely by the Superintendent.

**16.6.4** A disability resulting from assault shall terminate when the unit member can return to the assignment held prior to the disability or the unit member becomes eligible and takes disability retirement provided under the provisions of the retirement program.

**16.6.5** A unit member disabled as a result of assault and who has been granted a leave pursuant to **Section 17.3** will be returned to the same position held at the time of the incident whenever possible. A unit member disabled as a result of assault and who has used assault leave or a combination of assault leave and sick leave will be returned to the same position held at the time of the incident if the total number of paid-status leave days does not exceed sixty (60) days. If the total number of paid-status leave days exceeds sixty (60) days, the unit member will be returned to the same position held at the time of the incident whenever possible, as determined by the Superintendent. If the unit member desires another position, such selection shall be in accordance with **Chapter 22**.

**16.6.6** In cases where the unit member is unable to work for an extended period of time beyond the period covered by the assault and sick leave, it will be the Board's and Administration's prerogative to require initial and continuing medical substantiation for the absence. The Board will pay the full cost of all required medical examinations.

**16.6.7** Whenever the term "assault" is used, it shall mean an unjustified attack upon a unit member

- engaging in the performance of an assignment of the Board of Education.
- 16.7 Jury Duty and Compulsory Court Appearance**
- 16.7.1** A unit member, upon written request to the Superintendent, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The unit member shall be granted his/her normal pay during the jury service. Leave Form J should be submitted to the Superintendent when the unit member becomes aware of the need to use Jury Duty Leave.
- 16.7.2** A unit member who is subpoenaed to appear as a witness in a court of law shall be granted paid leave of absence for the number of days or partial days needed to give testimony in a school business/activity as long as the employee is not engaged in pursuing a lawsuit against the district. The request shall be submitted to the unit member's building principal, who shall forward it to the Superintendent.
- 16.7.3** A unit member, who provides evidence of a subpoena to appear as a witness in a court of law, shall be granted one day or partial days to give testimony in a non-school related case.
- 16.8 Military Leave**
- 16.8.1** A unit member who is a member of a reserve component of the armed forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year. Leave Form J shall be submitted to the Superintendent after the unit member becomes aware of the need to use military leave. In taking such leave, unit members shall exercise leave date options during the months of June, July and August prior to taking leave during the school year.
- 16.8.2** A unit member shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the armed services of the United States. A unit member shall be re-employed following such leave if application is made in writing within ninety (90) days of discharge from active duty. Re-employment shall be under the same type of contract as was formerly held, and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the first of the next semester.
- 16.8.3** Years of service in the armed forces up to a maximum of five (5) years shall be counted for purposes of placement on the salary schedule.
- 16.8.4** Unit members are advised that FMLA contains provisions relating to leave for individuals who are in the military or who have family members in the military. For more information, contact the Human Resources Office for details.
- 16.9 Sabbatical Leave**
- 16.9.1** A unit member may apply to the Board, through the Superintendent, for a leave of absence with part pay for professional improvement. The following conditions apply to the granting of sabbatical leave:
- 16.9.2** Only one such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service are required immediately prior to the first application or subsequent to the last sabbatical.
- 16.9.3** No more than ten (10) unit members may be granted sabbatical leave simultaneously unless authorized by the Superintendent.
- 16.9.4** No leave will be granted to an individual for a second time if other unit members have filed a request for sabbatical leave.
- 16.9.5** Sabbatical leave may be for one (1) school year unless a semester is recommended to the Local Professional Development Committee (LPDC) and mutually agreed to by the Superintendent and the WEA President.
- 16.9.6** A written plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.
- 16.9.7** To be eligible for partial payment of salary, the unit member must return to the employment of the Board for at least one (1) year. After the unit member's return to duty, he/she shall receive the approved partial payment of salary at the end of the next full pay cycle.
- 16.9.8** The partial salary shall be the difference between the unit member's annual salary (including In-service Increments, but excluding supplemental salary) as of the first day of the leave and the BA-0 salary in effect on the first day of the leave.
- 16.9.9** An earlier termination of this leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

**16.9.10** A unit member returning from sabbatical leave will be assigned a duty in keeping with his/her areas of certification and, if possible, reassigned to the same position he/she held prior to taking such leave. Nothing herein shall deny the right of any unit member to seek a transfer in accordance with **Chapter 22**.

## **CHAPTER 17 UNPAID LEAVES**

### **17.1** General Provisions

**17.1.1** The following conditions shall apply to any leave which is taken under this Chapter except **Sections 17.4** and **17.5**.

**17.1.2** A unit member will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the first full premium due date after twenty (20) consecutive workdays during an unpaid leave of absence except as required by the FMLA.

**17.1.3** Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence or earned annual increments.

**17.1.4** An earlier termination of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools except as provided in **Section 17.3.2** below.

**17.1.5** Unit members on an unpaid leave of absence taken under **Sections 17.2** or **17.6** must give the Superintendent written notice of their intent to return or to resign by April 15th. The Superintendent may waive the above deadline for a unit member if the Superintendent has received by April 1st of such year a written request from the unit member stating the reasons for an extension of the April 15th deadline.

**17.1.6** Upon return to duty, the unit member shall resume the contract status he/she held prior to the leave of absence unless the unit member has been granted a continuing contract while on leave in accordance with applicable law. In addition, the Board may offer a change in the contract from full-time to part-time, part-time to full-time, or part-time to another part-time contract. If the unit member agrees to a change, the contract may be so altered. The Board is under no obligation to offer such a change.

**17.1.7** For the purposes of this Chapter, the immediate family shall be defined as father, mother, sister, brother, husband, wife, child, grandchild, grandmother, grandfather, uncle, aunt, niece, nephew, legal guardian, foster parent, stepparent, foster child, stepchild, stepbrother; stepsister; in-laws bearing any of these relationships and any person living in the unit member's household.

### **17.2** Child Care Leave

**17.2.1** The following provisions shall apply to unpaid child care leave:

**17.2.2** In connection with the birth or adoption of his/her child, a unit member may apply for and shall be granted an unpaid leave of absence for up to two (2) years.

**17.2.3** The effective date of such leave shall be established by one of the following conditions at the option of the unit member:

**17.2.3.1** The day following birth or adoption.

**17.2.3.2** The date immediately following the necessary use of sick leave and/or post recovery period. In this option the unit member would be responsible for notifying the Office of Human Resources when to terminate sick leave or medical leave.

**17.2.3.3** A date selected by the unit member not more than thirty (30) calendar days before or after the expected delivery or adoption date. If this date is during the first month of the school year, the unit member shall request the leave as soon as possible.

**17.2.4** Leave Application and Extension:

**17.2.4.1** The application shall be made not later than thirty (30) days prior to the effective date of the leave as set forth in **Section 17.2.3** above. The leave date may be altered or the leave may be canceled by the unit member no later than ten (10) days prior to the last effective date requested.

**17.2.4.2** If the unit member requests an extension, such request must be submitted sixty (60) days prior to the expiration date of the leave. Extensions shall be at the option of the Superintendent.

**17.2.5** An early termination of this leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.

**17.2.6** If a mother and father are both employed by the district, either unit member may apply for leave. Leave will not be granted to both.

### **17.3 Medical Leave**

**17.3.1** When a unit member applies for an unpaid leave for purposes of illness or disability, it shall be granted for a period not to exceed two (2) years. Upon subsequent request, the leave may be extended by the Board. Application for said leave shall be submitted as soon as possible to the Superintendent on Form J with a statement by a physician stating the reason for such leave.

**17.3.2** The Board shall allow a unit member to return to duty prior to the official expiration date of the medical leave if requested by the unit member and approved in a statement from a physician.

**17.3.3** The unit member shall notify the Superintendent of his/her intention to return to service thirty (30) days prior to the expiration of medical leave. Exceptions to this requirement may be waived by the Superintendent.

### **17.4 Short Term Leave**

**17.4.1** Short term leave for five (5) days or less may be granted by the Board without pay. Requests for said leave shall be submitted on Form J to the Superintendent at least five (5) days in advance of the requested starting date of the leave. The request form shall include a statement from the unit member's building principal stating that a qualified substitute and adequate lesson plans have been secured for the period of the leave.

### **17.5 Job Sharing**

**17.5.1** Upon mutual request of two unit members who are qualified for a single position, the Superintendent may grant each a Job Sharing Unpaid Leave such that the total active status of the "job sharers" is equal to one full-time equivalent. Guidelines for administering this provision will be mutually developed by the Association President and Superintendent.

**17.5.2** Prior to signing any job sharing agreement, unit member participants in the plan will consult with the President of the WEA regarding the impact of decimal reductions on their future contract status.

### **17.6 Other Unpaid Leaves**

**17.6.1** A unit member may, with the Superintendent's approval, be granted an unpaid leave of absence. Written application shall be made to the Superintendent stating the purpose of the leave, the period of time involved, and a signed statement regarding the need for or desirability of said leave. Requests for unpaid leave may include but are not limited to the following: teaching outside the district, full-time participation in Vista programs, campaigning for or serving in elected public office and professional study.

**17.6.2** The following conditions shall apply to any leave granted under this section:

**17.6.2.1** Such leave is normally to be granted in one semester blocks.

**17.6.2.2** A maximum of two (2) years may be requested and granted.

**17.6.2.3** The request must be submitted at least thirty (30) days prior to the date of leave. Said request shall be submitted on Form J.

**17.6.2.4** Any use of leave of absence for a purpose other than that stated in the approved application may be grounds for termination of the unit member's contract.

**17.6.2.5** Application for reinstatement from leave must be made in writing to the Superintendent. Normally, an unpaid leave will begin and end at the start of a semester. Unit members returning at other times, due to the reason for the leave, shall be assigned to duty as soon as possible. Upon return to service, the unit member shall resume the contract status he/she held prior to the leave of absence.

### **17.7 Family and Medical Leave Act**

**17.7.1** The Board and the Association, on its own behalf and on behalf of the unit members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA Leave of absence and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.

**17.7.2** The FMLA permits qualified employees to receive up to 12 weeks of unpaid leave per year for personal or family medical reasons. An eligible unit member is one who, on the date on which

any FMLA leave is to commence, has been employed for at least 1,250 hours of service with the Board during the previous twelve month period. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

**17.7.3** Unit members are advised that FMLA contains provisions relating to leave for individuals who are in the military or who have family members in the military. For more information, contact the Human Resources Office for details.

**17.7.4** Contact the Human Resource Department for details for FMLA leave of absence.

## **CHAPTER 18 INSURANCE**

**18.1** A unit member shall have the opportunity for all insurance programs to be effective on his/her first contract day. Such unit member will be responsible for payment of any "employee" share of premium(s) not collected or collectable by normal payroll deductions. Such initial coverage is subject to availability from insurance carriers.

### **18.1.1** Change of Status

Bargaining unit members who experience a qualifying event per the Certificate of Coverage (the certificate of coverage which includes qualifying events will be posted on the intranet) must notify the Treasurer's Office within thirty (31) days after the change occurs

### **18.1.2** Dependent eligibility audit

When the BOE Treasurer becomes aware that a unit member may have an ineligible dependent(s) that must be removed from coverage the BOE Treasurer will inform the unit member and WEA President. A meeting with the BOE Treasurer, if requested by the unit member and/or the WEA President/designee, will occur within ten (10) work days of the notification to the WEA President/designee, and prior to any action to remove the alleged ineligible dependent(s).

**18.2** Copies of insurance contracts, pamphlets, information about insurance programs and procedures for changing insurance programs because of marriage, divorce, death of spouse, or change of employment status of spouse will be available at the Treasurer's office.

**18.2.1** Details and forms will be available from the Treasurer's Office prior to September 10 of each school year. The insurance programs include but are not limited to Hospital, Surgical, Major Medical, Dental, Life, Health and Accident, Vision, and Income Protection policies.

**18.3** The "Insurance Trust Committee" for the Medical Program shall consist of no more than eight (8) members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), Treasurer's Office (1), AAS (1) and District Administration (1). The WEA President shall appoint its two (2) members of the Committee. The Insurance Trust Committee's charges include, but are not limited to, employee incentive plans, long-range employee health maintenance, HMO coverage, potential plan modifications, meeting with representatives of the carriers and/or insurance consultant to review the previous years' claims experience, and explore/examine options in cost containment and rate adjustments to reduce the total premium increase. Copies of the regular monthly reports and any special reports submitted by the carriers shall be furnished to all members of the Insurance Committee.

**18.3.1** The Insurance Trust Committee shall establish a Health Care Management (HMC) Sub-Committee to investigate and make recommendations before the next medical health insurance renewal date on a Health Care Management program for Westerville employees. The make-up of the Health Care Management (HMC) Sub-Committee shall consist of eight (8) members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), AAS (1), Treasurer's Office (1), and District Administration (1). The (HMC) Committee shall establish its own guidelines of operation and meeting schedule.

### **18.4** Life Insurance

**18.4.1** The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each unit member in the amount of \$50,000. Such insurance shall include provisions for an equal amount of accidental death and dismemberment coverage.

**18.4.2** The Board shall allow individual unit members to purchase additional amounts of coverage through payroll deduction, provided the number of unit members electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

**18.5** Medical Program – The Boards interest to reduce the annual growth and cost of insurance. Options include:

**18.5.1** The Board shall pay eighty (80) percent of the actual family medical insurance premium and ninety-five (95) percent of the actual single insurance premium for all full-time unit members who elect such coverage.

**18.5.2** For unit members who are less than full-time who elect these coverages, the Board shall prorate the benefit provided in **Section 18.5.1**. Such prorating shall be determined by the part-time decimal found on the respective unit member’s individual contract.

**18.5.3** Effective January 1, 2006, the health insurance plan shall be amended to be a High Deductible Healthcare Plan (HDHP) [the benefits **as of January 1, 2011** are summarized in **APPENDIX 1- WESTERVILLE CITY SCHOOLS - Benefit Summary**] and Health Saving Account (HSA) [the benefits are summarized below].

**18.5.4** High Deductible Healthcare Plan /Health Savings Account

**18.5.4.1** The District shall provide a High Deductible Healthcare Plan including the following provisions:

Deductible:	Network	Non-Network
Single	<b>\$1200</b>	<b>\$2400</b>
Family	<b>\$2400</b>	<b>\$4800</b>
Out-of-Pocket Maximum:		
Single	<b>\$1200</b>	<b>\$4800</b>
Family	<b>\$2400</b>	<b>\$9600</b>

**Effective January 1, 2013 new IRS minimums will be:**

Deductible:	Network	Non-Network
Single	<b>\$1250</b>	<b>\$2400</b>
Family	<b>\$2500</b>	<b>\$4800</b>
Out-of-Pocket Maximum:		
Single	<b>\$1250</b>	<b>\$4800</b>
Family	<b>\$2500</b>	<b>\$9600</b>

Deductibles for the HDHP will be no less than the IRS minimum. Eligible health care expenses including prescription drugs apply toward the deductibles and the Out-of-Pocket Maximum. Preventive Care shall be pursuant to the terms of the Insurance Certificate. [The benefits are summarized in **APPENDIX 2 – Preventative Care Services**].

**18.5.4.2** A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Insurance Trust Committee shall recommend a custodian for the HSA. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member’s discretion, be made by payroll deduction of either six months or twelve months, or in a lump-sum payment or a combination of the one time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

**18.5.5** Each eligible bargaining unit member who participates in the district’s High Deductible Healthcare Plan (HDHP) on the preceding December 31 shall receive from the Board, for the period of January 1 through December 31 of the year in which payment is made, a contribution to either the employee’s Health Savings Account or to his/her Full Use Flexible Spending Account (FSA 1). For calendar year 2013 the Board shall contribute twenty-five percent (25%) of the deductible to each eligible bargaining unit member’s account. For calendar year 2014 the Board shall contribute zero percent (0%) of the deductible to each eligible bargaining unit member’s account. For calendar year

2015 the Board shall contribute zero percent (0%) of the deductible to each eligible bargaining unit member's account. Employees hired during the HDHP/HSA plan year (Jan 1 – Dec 31) shall receive the Board of Education contribution on a pro-rated basis as provided by IRS Code and Regulations. All bargaining unit members who have a Health Savings Account or Full Use Flexible Spending Account (FSA 1) will receive the district's contribution to that account on the first business day in January.

**18.6 Dental**

**18.6.1** The Board shall purchase through a carrier licensed by the State of Ohio, dental insurance protection for each unit member and his/her family.

**18.6.2** Such coverage shall meet or exceed the specifications below.

Maximum Benefits Per Covered Person .....	\$2,000 Per Year
Deductible-Individual .....	\$25 Per Year
Deductible-Family .....	\$50 Per Year
Orthodontic Services per covered person .....	\$1,000 Lifetime (Not subject to annual deductible)
Co-Insurance Amounts	
Diagnostic and Preventative Services .....	100% of UCR Charges
Routine Dental Services .....	80% of UCR Charges
Major Dental Services .....	50% of UCR Charges
Orthodontic Services .....	60% of UCR Charges

**18.7 Vision Care**

**18.7.1** The Board shall purchase through a carrier licensed by the State of Ohio, vision care insurance coverage. For unit members who elect such insurance, the Board will pay up to a maximum of \$8.00 per month for family coverage and up to \$3.00 per month for single coverage.

**18.7.2** Effective January 1, 2007 the coverage shall meet or exceed the specifications below.

Examination .....	Once in any 12 month period
Lenses (if required) .....	Once in any 12 month period
Frames (if required) .....	Once in any 12 month period
Benefits .....	\$50 Wholesale frames \$130 Retail equivalent \$130 Elective Contact Lens
Maximum benefit .....	Payment in full (if a panel doctor is used) Payment per schedule (if a non-panel doctor is used.)
Deductible .....	None on frames \$10.00 on Exam

**18.8 Employee Assistance Program**

**18.8.1** The Board of Education will provide an Employee Assistance Program (EAP) with equivalent or better services and protection than previously provided on August 30, 2007.

**18.8.2** Unit member participation in EAP is voluntary.

**18.8.3** All information derived from a unit member's (or his/her immediate family) involvement with EAP shall be confidential. No information shall be released under any circumstances without prior written authorization of the unit member. Such information shall not be placed in a unit member's personnel file nor affect job security, assignment, transfer, or eligibility for promotional opportunities.



**CHAPTER 19  
SALARY AND PROCEDURES**

**19.1 Salary Index.**

Years Of Service	B	5	M	M + 15	M + 30
	4.25 <sup>*</sup>	4.25% <sup>*</sup>	4.75% <sup>*</sup>	2.375%	2.375%
0	1.0000	1.0425	1.0920	1.11795	1.1439
1	1.0425	1.0868	1.1439	1.17105	1.1982
2	1.0868	1.1330	1.1982	1.22665	1.2551
3	1.1330	1.1811	1.2551	1.28495	1.3148
4	1.1811	1.2313	1.3148	1.346	1.3772
5	1.2313	1.2837	1.3772	1.4099	1.4426
6	1.2837	1.3382	1.4426	1.4769	1.5112
7	1.3382	1.3951	1.5112	1.54705	1.5829
8	1.3951	1.4544	1.5829	1.6205	1.6581
9	1.4544	1.5162	1.6581	1.6975	1.7369
10	1.5162	1.5807	1.7369	1.77815	1.8194
11	1.5807	1.6478	1.8194	1.8626	1.9058
12			1.9058	1.95105	1.9963
15	1.6478	1.7179	1.9963	2.04375	2.0912
18	1.7179	1.7909	2.0912	2.1408	2.1904
21	1.7909	1.8670	2.1904	2.24245	2.2945

<sup>\*</sup> Percent (%) change within columns.

**19.2 Salary Procedures**

**19.2.1 Explanation of Columns**

**19.2.1.1** B - unit member who holds a Bachelor's Degree.

**19.2.1.2** 5 - unit member who holds a Bachelor's Degree and has 150 semester hours credit.

**19.2.1.3** M - unit member who holds: 1) a Master's Degree or 2) two (2) Bachelor's degrees, one of which must be a B.S. in Education or 3) unit members who have two Bachelor degrees and a professional license, which: a) is required by law for the unit member to maintain employment within the district, b) requires continuing education units to maintain the license, and c) is issued by a regulating board of the State of Ohio (For example, but not limited to, occupational therapists and physical therapists), then the unit member shall be placed on the Masters column. Current unit members placed on the Master's Degree column prior to the 1993-94 school year without a Master's Degree (*i.e.* two (2) Bachelor's Degrees and a B.S. in Education) will continue

to be paid on this column.

**19.2.1.4** M + 15 - (effective 2003-04)-unit member who receives 15 semester hours credit after receiving his/her Master's Degree. Such hours must be graduate hours, or hours in area(s) of a unit member's certification, or hours being taken to gain certification in another area.

**19.2.1.5** M + 30 - unit member who receives 30 semester hours credit after receiving his/her Master's Degree. Such hours must be graduate hours, or hours in area(s) of a unit member's certification, or hours being taken to gain certification in another area.

**19.2.2** Salary Index 1.00 = \$37,989 effective at the beginning of the 2012-13 school year.

Salary Index 1.00 = \$37,989 effective at the beginning of the 2013-14 school year

Salary Index 1.00 = effective at the beginning of 2014-15 school year the salary index shall reflect a two-percent (2%) increase on the previous school year base salary.

**19.2.2.1** Step Index = effective at the beginning of the 2012-13 school year base salary step increments will be frozen through the conclusion of the 2013-14 school year (two school years, 2012-13 and 2013-14 school years).

Step Index = effective the 2014-15 school year eligible unit members will receive a 1.5 step increase. This increase will be based off of the amended 2011-12 school year salary index.

**19.2.3** Years of service shall include the following except when limited by law:

**19.2.3.1** all prior private and public school teaching experience of 120 or more contract days within a given school year;

**19.2.3.2** actual years of military service up to a maximum of five (5) years;

**19.2.3.3** all prior tutoring experience of five (5) hours per day (minimum) for 120 or more contract days within a given school year and

**19.2.3.4** years of experience that may be granted by the Superintendent for job-related experience.

**19.2.4** Increments for educational credit earned shall be effective at the beginning of the next semester after it was earned. Credit shall include all credit from a post high school institution with accreditation. Transcripts must be in by October 1<sup>st</sup> for first semester and March 1<sup>st</sup> for second semester for movement on the salary schedule.

**19.2.5** The annual contract salary for unit members shall be paid in accordance with one of the following pay schedules.

**19.2.5.1** PAY PLAN A - Twenty-six (26) bi-weekly equal ( $\pm$  \$1.00) installments on alternating Fridays beginning with the first regularly scheduled pay day in September through the following August; or

PAY PLAN B - Twenty (20) (up to twenty-two if necessary as determined by the last regular work day) bi-weekly equal ( $\pm$ ) \$1.00 installments on alternating Fridays, during the first forty (40) weeks (up to forty-four (44) weeks, if necessary, as determined by the last regular workday) beginning with the first regularly scheduled pay day in September through the following June.) As of September 1, 2001 only currently employed unit members in Plan B shall be eligible to participate in Plan B. Should a unit member drop Plan B, then that unit member may not re-enter Plan B.

**19.2.5.2** The initial enrollment for each plan shall be no later than thirty (30) days prior to the first pay date. Unit members wishing to change pay plans shall do so no later than thirty (30) days prior to the first pay day each subsequent school year. The Treasurer shall deduct from a unit member's pay all annuity amounts, Association dues, insurance contributions and the like that have been elected by the unit member and that normally would be deducted from pay issued during June, July and August. The Treasurer shall forward payments of these deductions to the appropriate payees in the same fashion and at the same time as such deductions are forwarded under Pay Plan A.

**19.2.6** Base salaries calculated according to the Salary Index of **Section 19.1** are for 185 contract days.

**19.2.7** The “beginning of the school year” for an individual unit member shall be determined by the first work day served by the unit member pursuant to his/her teaching or supplemental contract.

**19.2.8** *Per Diem* Rate = Index Salary / 185.

**19.2.9** Hourly Rate = *Per Diem* Rate / 7.67.

**19.2.10** Other Compensation Rates

**19.2.10.1** A unit member employed part time shall be compensated using the following:

**Total salary = index salary x FTE fraction**

**Per diem = index salary x FTE fraction / 185**

**Hourly rate = index salary / 185 / 7.67**

**19.2.10.2** When a classroom of students is not split and a unit member is required by administration to perform duties normally assigned to another employee or in any way to supervise or teach pupils normally assigned to another employee, the affected unit member shall be compensated at his/her hourly rate.

If a classroom of students is split and more than 1 unit member is required by administration to supervise or teach pupils normally assigned to another employee, the affected unit members shall be compensated at an hourly rate of 50% of MA Step 11.

**19.2.11** A unit member required in the course of his/her work to drive a personal vehicle from one school building to another shall be reimbursed at the prevailing Internal Revenue Service (IRS) rate per mile. Changes to this IRS rate will become effective the first month following IRS publication of such a change. The same allowance shall be given for use of personal vehicles for authorized field trips or other authorized business of the district. The Board shall provide liability insurance protection for unit members when personal vehicles are used as provided in this section.

**19.3** Payroll deductions listed herein will be provided at no cost to the unit member or the Association except for **Section 19.3.5** below. A reasonable effort to transfer deductions within three (3) to four (4) workdays following the date of payroll for each payroll deduction listed in **Section 19.3**.

**19.3.1** State Teachers Retirement System (STRS) Pickup - Board “pickup” shall be implemented and effective for unit members on pay plans A and B. The “pickup” will be of no cost to the Board and is solely for the purpose of reducing current tax for unit members and will remain in effect so long as Revenue Ruling No. 77-462 remains substantially unchanged. Unit members are individually responsible for reviewing the relationship between the “pickup” and their other tax deferral arrangements, if any.

**19.3.2** Tax-Sheltered Accounts - There will be payroll deductions of equal amounts throughout the year for those unit members who elect to participate in tax sheltering programs.

**19.3.2.1** Those unit members desiring tax sheltering programs should contact the Treasurer’s office. Such deductions shall continue from year to year until said unit member gives written notice to the Treasurer that such deductions be discontinued. Changes elected by unit members shall be submitted to the Treasurer on the appropriate forms during the first three weeks of September, December, March, and June. Any changes elected by a unit member in tax sheltering programs shall be effected by the Treasurer at the start of the next pay cycle.

**19.3.2.2** The Board shall maintain a 403(b) program utilizing the same vendors in place as of the dates of this Contract. When the IRS issues new guidelines regarding 403(b) plans the Board and WEA agree to meet to address the impact of such guidelines.

**19.3.2.3** Effective with the commencement of the Board’s tax sheltered investment payroll deduction program during the 2009-10 school year, the Board shall make available to staff members of the bargaining unit a Roth 403(b).

**19.3.3** Flexible Spending Accounts - The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA) for the payment of unit members’ insurance(s) premium contributions, qualified medical expenses, and dependent care on a pre-tax basis. A “Full Use FSA (FSA 1)” shall be available only for unit members who do not choose or qualify for an HSA. A “Full USE FSA (FSA 1)” shall be for qualified medical expenses (including, but not limited to, deductibles, co-pays, over the counter medication, etc.), vision, dental, dependent care account(s), and for the Board’s contribution toward the HDHP. A “Limited Use FSA (FSA 2)” shall be available to unit members with Health Savings Accounts and it shall be for dental, vision, dependent care account(s), but not for medical benefits except as provided by law.

The Flexible Spending Accounts are solely for the purpose of reducing current tax for unit members and will remain in effect so long as IRS Flexible Spending Account laws and rules remain substantially unchanged. The Flexible Spending Accounts will be available to unit members with language providing for recovery of funds if necessary. Neither the Board nor WEA guarantees any tax results associated with the FSA or HSA plans, and are not liable for any tax consequences for the members.

**19.3.4 Credit Unions** - The Board shall provide payroll deductions for unit members requesting such deductions on the appropriate credit union's form. Such deductions will be divided equally over the appropriate number of pays paid pursuant to **Section 19.2.5**, and will be continued by the Board in succeeding years unless the unit member provides notice to the contrary. Such notice must be in writing and submitted to the District's Treasurer no later than fifteen (15) days prior to the change. All monies deducted shall be remitted to the Franklin County School Employees, Whitehall, or Mid-State Educators credit unions within two (2) weeks of billing by the credit union.

**19.3.5 Political Contributions** - Unit members may authorize the Board to make payroll deductions for political contributions. The Treasurer shall be authorized to deduct contributions in accordance with **Section 3313.262** of the Ohio Revised Code. Any authorized contributions will be deducted in equal amounts over the time period elected by the unit member. A form developed by the Association and the Board will be available from the Board and the Association. The Treasurer will enclose a copy of the completed form and send it to the designated receiving party with each deduction. A charge of ten (10) cents shall be made for each deduction for each unit member. The unit member will also pay for any necessary postage.

## **CHAPTER 20 SUPPLEMENTAL SALARY AND PROCEDURES**

**20.1** Each unit member assigned additional responsibilities or duties specified in this chapter shall be granted the appropriate additional compensation and supplemental limited contract. A copy of the job description for the supplemental assignment shall be provided upon request of the unit member and whenever his/her job description is changed.

**20.2** Notwithstanding **Section 20.1**, a unit member may be employed to perform work not listed in this chapter and not bargaining unit work. Such unit member shall be paid a lump sum payment at the completion of the work. This section shall not be administered in a way to circumvent other sections of this chapter.

**20.3** Nothing contained in this chapter requires the Board to offer and/or fill any supplemental position listed or referenced herein.

**20.4** Pursuant to **O.R.C. 3313.53**, a Supplemental Contract may be issued to a non-bargaining unit person if no qualified unit member is willing to accept the contract.

**20.5** A unit member who is issued a supplemental contract for summer school shall be compensated at an hourly rate calculated by multiplying 0.0009 times the BA-0 salary.

**20.6** A unit member who is issued a supplemental contract for Extended Service up to twenty days as determined by the administration shall be compensated at the *per diem* rate of his/her salary index pursuant to **Section 19.2.8**. The Human Resource Department will notify the Association President of extended service contracts for Middle and High School Guidance Personnel and Media Specialists by June 1 of each year for the following contract year.

**20.7** A unit member whose supplemental duties (coaches, cheerleader advisors, band directors, trainers, etc.) are extended because of participation in an Ohio High School Athletic Association competition at the last two levels leading to the state championship shall receive additional compensation equal to the unit member's supplemental salary times the ratio of the minimum time commitment in calendar days as specified in the unit member's Supplemental Job Description divided by the number of calendar days of extension beyond district competition.

**20.8** Payment shall be made by pro-rating the supplemental salary over the number of pays remaining at the time of contracting the additional assignment

**20.9** The Supplemental Pay Schedule will be reviewed annually by a review committee consisting of three (3) Superintendent appointees and three (3) Association appointees. The purpose of this review committee shall be to determine whether inequities exist in the schedule and to propose solutions to these inequities to the Board and the Association. Such proposed solution may include recommendations for changes in job

descriptions and adjustments in salary.

**20.9.1** Upon creation of a new supplemental position(s), this committee shall be convened to recommend schedule(s) and changes in the job description(s) to the Superintendent and the Association President.

**20.9.2** As changes are made in the Supplemental Contract Job Description Manual, the Board will provide the Association with copies within twenty (20) days of final action.

**20.10** Steps in the Supplemental Pay Schedule represent years of experience.

**20.11** Placement of a unit member on the Supplemental Pay Schedule shall be according to his/her job related experiences from outside and from inside the District. When a unit member changes position within the same category (*i.e.*, assistant coach to head coach in the same sport), the unit member will be placed on the schedule at the step reflecting his/her job related experience

**20.12 Supplemental Pay Schedule**

The pay schedules in this section are based on the job descriptions found in the Westerville City School Supplemental Contracts Job Descriptions. See **Section 20.12.6** for dollar equivalents for the letters below.

H.S. = High School position M.S. = Middle School position E.S. = Elementary School position

<u>POSITION</u>	<u>SCHEDULE</u>
<b>20.12.1 Interscholastic Athletics</b>	
<b>20.12.1.1 Baseball</b>	
<b>20.12.1.1.1</b> Head Varsity Coach H.S.	B
<b>20.12.1.1.2</b> Asst. Varsity Coach H.S.	C
<b>20.12.1.1.3</b> 9th Grade Head Coach H.S.	D
<b>20.12.1.2 Basketball</b>	
<b>20.12.1.2.1</b> Head Varsity Coach H.S.	A
<b>20.12.1.2.2</b> Reserve Varsity Coach H.S.	B
<b>20.12.1.2.3</b> 9th Grade Head Coach H.S.	C
<b>20.12.1.2.4</b> 7th and/or 8th Grade Coach M.S.	F
<b>20.12.1.3 Cross Country</b>	
<b>20.12.1.3.1</b> Head Coach H.S.	D
<b>20.12.1.3.2</b> Asst. Coach H.S.	J
<b>20.12.1.3.2</b> Head Coach M.S.	G
<b>20.12.1.4 Program Managers</b>	
<b>20.12.1.4.1</b> Faculty Manager H.S.	B
<b>20.12.1.4.2</b> Athletic Director M.S.	C+O
<b>20.12.1.5 Football</b>	
<b>20.12.1.5.1</b> Head Varsity Coach H.S.	A+N
<b>20.12.1.5.2</b> Asst. Varsity Coach H.S.	B+N
<b>20.12.1.5.3</b> 9th Grade Head Coach H.S.	C+N
<b>20.12.1.5.4</b> 9th Grade Asst. Coach H.S.	D+N
<b>20.12.1.5.5</b> Coach/Coordinator M.S.	E+O
<b>20.12.1.5.6</b> Coach M.S.	F+O
<b>20.12.1.5.7</b> Asst. Coach M.S.	J
<b>20.12.1.5.8</b> August Football H.S.	N
<b>20.12.1.5.9</b> August Football M.S.	O
<b>20.12.1.6 Golf</b>	
<b>20.12.1.6.1</b> Head Varsity Coach H.S.	D+O
<b>20.12.1.6.2</b> Asst. Varsity Coach H.S.	J+ O
<b>20.12.1.6.3</b> 9th Grade Head Coach H.S.	J
<b>20.12.1.6.4</b> 7th and/or 8th Grade Head Coach M.S.	J
<b>20.12.1.7 Gymnastics</b>	
<b>20.12.1.7.1</b> Head Varsity Coach H.S.	C
<b>20.12.1.7.2</b> Head Coach M.S.	G
<b>20.12.1.8 Physical Fitness Program</b>	
<b>20.12.1.8.1</b> Director H.S.	J
<b>20.12.1.9 Soccer</b>	

<b>20.12.1.9.1</b>	Head Varsity Coach H.S.	B+O
<b>20.12.1.9.2</b>	Asst. Varsity Coach H.S.	D+O
<b>20.12.1.10</b>	Softball	
<b>20.12.1.10.1</b>	Head Varsity Coach H.S.	B
<b>20.12.1.10.2</b>	Asst. Varsity Coach H.S.	C
<b>20.12.1.10.3</b>	Head Coach M.S.	G
<b>20.12.1.11</b>	Swimming	
<b>20.12.1.11.1</b>	Head Varsity Coach H.S.	C
<b>20.12.1.11.4</b>	Asst. Varsity Coach H.S.	G
<b>20.12.1.12</b>	Tennis	
<b>20.12.1.12.1</b>	Head Varsity Coach H.S.	D
<b>20.12.1.12.2</b>	Asst. Varsity Coach H.S.	J
<b>20.12.1.13</b>	Track	
<b>20.12.1.13.1</b>	Head Varsity Coach H.S.	B
<b>20.12.1.13.2</b>	Asst. Varsity Coach H.S.	C
<b>20.12.1.13.3</b>	9th Grade Head Coach H.S.	D
<b>20.12.1.13.4</b>	Head Coach M.S.	D
<b>20.12.1.13.5</b>	Asst. Coach M.S.	E
<b>20.12.1.14</b>	Athletic Trainer	
<b>20.12.1.14.1</b>	Athletic Trainer H.S.	B+C+F+N
<b>20.12.1.14.2</b>	Assistant Athletic Trainer H.S.	D+F+I+N
<b>20.12.1.15</b>	Volleyball	
<b>20.12.1.15.1</b>	Head Varsity Coach H.S.	B+O
<b>20.12.1.15.2</b>	Reserve Varsity Coach H.S.	C+O
<b>20.12.1.15.3</b>	9th Grade Head Coach H.S.	D+O
<b>20.12.1.15.4</b>	Head Coach M.S.	E+O
<b>20.12.1.16</b>	Wrestling	
<b>20.12.1.16.1</b>	Head Varsity Coach H.S.	A
<b>20.12.1.16.2</b>	Asst. Varsity Coach H.S.	B
<b>20.12.1.16.3</b>	9th Grade Head Coach H.S.	C
<b>20.12.1.16.4</b>	Head Coach M.S.	E
<b>20.12.1.16.5</b>	Asst. Coach M.S.	F
<b>20.12.2</b>	Intramural Athletics	
<b>20.12.2.1</b>	Activities Supervisor	
<b>20.12.2.1.1</b>	Activities Supervisor M.S.	M
<b>20.12.2.1.2</b>	Activities Supervisor Elementary	M
<b>20.12.2.2</b>	Basketball	
<b>20.12.2.2.1</b>	Coach H.S.	F
<b>20.12.2.3</b>	Volleyball	
<b>20.12.2.3.1</b>	Coach H.S.	F
<b>20.12.3</b>	General Activities	
<b>20.12.3.1</b>	Music	
<b>20.12.3.1.1</b>	Marching Band Director H.S.	A+N
<b>20.12.3.1.2</b>	Asst. Marching Band Dir. H.S.	B+N
<b>20.12.3.1.3</b>	Marching Band Auxiliary Advisor	D
<b>20.12.3.1.4</b>	Marching Band Technician	K+N
<b>20.12.3.1.5</b>	Band Director Elementary	L
<b>20.12.3.1.6</b>	Orchestra Director H.S., M.S.	J
<b>20.12.3.1.7</b>	Orchestra Director Elementary	L
<b>20.12.3.1.8</b>	Vocal Music Director H.S.	G
<b>20.12.3.1.9</b>	Jazz Band Director H.S.	M
<b>20.12.3.1.10</b>	Pep Band Director H.S.	O
<b>20.12.3.2</b>	Speech and Drama	
<b>20.12.3.2.1</b>	Speech/Debate Team Advisor H.S.	M
<b>20.12.3.2.2</b>	Musical Director H.S.	J
<b>20.12.3.2.3</b>	Tech. Supervisor for Musical Prod.	L

20.12.3.2.4	Play Director H.S.	K
20.12.3.2.5	Tech. Supervisor for Play	M
20.12.3.3	Clubs and Other Activities	
20.12.3.3.1	Academic Enrichment Advisor H.S, M.S, E.S.	D
20.12.3.3.2	AFS Club Advisor H.S.	M
20.12.3.3.3	Art Club Advisor H.S.	O
20.12.3.3.4	Builder's Club M.S.	L
20.12.3.3.5	Cheerleader Advisor Varsity H.S.	F
20.12.3.3.6	Cheerleader Advisor Reserve Varsity H.S.	I
20.12.3.3.7	Cheerleader Advisor Freshman H.S.	K
20.12.3.3.8	Cheerleader Advisor M.S.	K
20.12.3.3.9	Chess Club Advisor H.S., M.S.	O
20.12.3.3.10	Class Sponsor Junior or Senior H.S.	K
20.12.3.3.11	Class Sponsor Freshman or Sophomore H.S.	N
20.12.3.3.12	Drill Team Advisor H.S.	F
20.12.3.3.13	Future Teacher Club Advisor H.S.	O
20.12.3.3.14	G.A.A. Advisor H.S.	M
20.12.3.3.15	Greenhouse Monitor H.S.	C
20.12.3.3.16	In-the-Know Advisor H.S.	H
20.12.3.3.17	Inter-Club Council Advisor H.S.	J
20.12.3.3.18	Key Club Advisor H.S.	J
20.12.3.3.19	Majorette Advisor H.S.	M
20.12.3.3.20	Math Club Advisor H.S.	M
20.12.3.3.21	National Honor Society Advisor H.S.	M
20.12.3.3.22	School Creative Arts Magazine Advisor H.S.	N
20.12.3.3.23	Newspaper Advisor H.S.	K
20.12.3.3.24	Newspaper Advisor M.S.	J
20.12.3.3.25	Ohio Mock Trial Advisor H.S.	M
20.12.3.3.26	Pep Club Advisor H.S., M.S.	M
20.12.3.3.27	Photography Club Advisor H.S., M.S.	M
20.12.3.3.28	SADD Advisor H.S.	L
20.12.3.3.29	Safety Patrol Advisor Elementary	O
20.12.3.3.30	Science Club Advisor H.S.	M
20.12.3.3.31	Science Fair Advisor H.S., M.S.	E
20.12.3.3.32	Ski Club Advisor H.S., M.S.	N
20.12.3.3.33	Ski Club Advisor Assistant H.S.	O
20.12.3.3.34	Student Council Advisor H.S.	J
20.12.3.3.35	Student Council Advisor M.S.	L
20.12.3.3.36	Student Council Advisor Elementary	O
20.12.3.3.37	Student Trainers & Mgrs. Club Advisor H.S.	L
20.12.3.3.38	Student Assessment Workshop Coach	1.5xDaily Rate per Area Workshop
20.12.3.3.39	Student Assessment Workshop Advisor	J
20.12.3.3.40	Thespian Club Advisor H.S.	M
20.12.3.3.41	Yearbook Advisor H.S.	D
20.12.3.3.42	Yearbook Advisor M.S.	M
20.12.3.3.43	Youth Club Advisor H.S.	M
20.12.3.3.44	Young Author's Conference Advisor	K
20.12.3.3.45	Youth-to-Youth Advisor H.S., M.S.	L
20.12.3.3.46	Peer Mediation Advisor	J
20.12.3.3.47	French Back-to-Back Advisor	F
20.12.3.3.48	French Back-to-Back Interpreter/Counselor	N
20.12.4	Responsibility Compensation	
20.12.4.0.1	Department Coordinator H.S., M.S.	H
20.12.4.0.2	Department Chairperson H.S., M.S.	H
20.12.4.0.3	Department Facilitator H.S. 10+ FTE.	D

	4 - 9.9 FTE	F
<b>20.12.4.0.4</b>	Unit Leader Elementary	B
<b>20.12.4.0.5</b>	Department Facilitator M.S.	F
<b>20.12.4.0.6</b>	Team Leader M.S.	I
<b>20.12.4.0.7</b>	Information Technology Liaison	
	Elementary Schools	J
	Middle Schools	G
	High Schools	E + J

**20.12.5 Hourly**

<b>20.12.5.0.1</b>	Adult Education/Night School	P
<b>20.12.5.0.2</b>	Marine Biology Inst. H.S.	P+Stipend <sup>2</sup>
<b>20.12.5.0.3</b>	Asst. Marine Biology Inst. H.S.	P+Stipend
<b>20.12.5.0.4</b>	Marine Biology Field Asst. H.S.	R+Stipend
<b>20.12.5.0.5</b>	Saturday School Supervisor	\$12.50 per hour
<b>20.12.5.0.6</b>	Athletic Event Assistant	\$8.50 per hour
<b>20.12.5.0.7</b>	Alaskan/Western Field Studies Instructor H.S.	69 hrs <sup>3</sup> 165 hrs. @ P+Stipend
<b>20.12.5.0.8</b>	Alaskan/Western Field Studies Asst. Instructor H.S.	69 hrs. 134 hrs. @ P+Stipend
<b>20.12.5.0.9</b>	Alaskan/Western Field Studies Field Asst. H.S.	69 hrs. 163 hrs. @ R+Stipend
<b>20.12.5.0.10</b>	Nuclear Science Instructor H.S.	46 hrs.+159 hrs. @ P
<b>20.12.5.0.11</b>	Nuclear Science Asst. Inst. H.S.	46 hrs.+123 hrs. @ P
<b>20.12.5.0.12</b>	Resident Outdoor Education E.S.	15 hrs. @ R+Stipend
<b>20.12.5.0.13</b>	Curriculum Development	

**20.12.6 Supplemental Schedule Index.**

Schedule Pay Table

		Years of Experience						
		0	1	2	3	4	5	6
A	5000	0.11849	0.12831	0.13822	0.14809	0.15791	0.16787	0.17458
B	5050	0.08293	0.08978	0.09667	0.10369	0.11058	0.11747	0.12217
C	5100	0.07102	0.07707	0.08293	0.08884	0.09484	0.10071	0.10473
D	5150	0.05911	0.06418	0.06920	0.07413	0.07898	0.08396	0.08731
E	5200	0.04978	0.05387	0.05804	0.06218	0.06622	0.07058	0.07340
F	5250	0.04742	0.05138	0.05524	0.05911	0.06316	0.06716	0.06984
G	5300	0.04262	0.04627	0.04978	0.05329	0.05764	0.06316	0.06568
H	5350	0.03951	0.04240	0.04667	0.05209	0.05671	0.06036	0.06277
I	5400	0.03564	0.04124	0.04564	0.04893	0.05209	0.05524	0.05744
J	5450	0.03551	0.03858	0.04151	0.04444	0.04742	0.05044	0.05245
K	5500	0.02956	0.03222	0.03449	0.03693	0.03956	0.04196	0.04363
L	5550	0.02724	0.02951	0.03173	0.03422	0.03640	0.03862	0.04016
M	5600	0.02360	0.02560	0.02769	0.02956	0.03151	0.03364	0.03498
N	5650	0.01787	0.01933	0.02071	0.02227	0.02360	0.02533	0.02634
O	5700	0.01191	0.01298	0.01391	0.01484	0.01591	0.01667	0.01733
P	6000		0.00083					
Q	6001		0.00043					
R	6002		0.00038					
S	6003		0.00063					

**20.12.7** Supplemental Salaries shall be determined by multiplying the supplemental contract's schedule index times the highest base salary effective during the supplemental contract's school year.

<sup>2</sup> Stipend-Cost of room, board, and transportation for field program.

<sup>3</sup> Hourly rate calculated according to CHAPTER 19, Section 19.2.9.



**20.13** A unit member whose supplemental contract is being non-renewed shall be notified in writing on or before April 30. Failure to provide timely notice of non-renewal shall result in the automatic renewal of the contract.

**20.14** Liability Coverage

For district liability insurance coverage purposes, the scope of duties for the holder of an athletic extra-curricular supplemental contract shall be district related activities during the term of the supplemental contract and as allowed by the OHSAA, whether working with students in season or out of season.

**20.14.1** Job Sharing – Supplemental Contracts

**20.14.1** Upon mutual request of two individuals who are qualified for a single co-curricular/extra-curricular supplemental position, the Superintendent may grant each a Job Sharing Supplemental Contract such that the total active percent status of the “job sharers” is equal to one full-time equivalent co-curricular/extra-curricular supplemental position.

**20.14.2** Such job share co-curricular/extra-curricular supplemental contracts shall only be for one school year and are not automatically renewed.

**CHAPTER 21**  
**SCHOOL CALENDAR AND CONTRACT YEAR**

**21.1** School Calendar

**21.1.1** The Board and the Association agree that the Superintendent will seek input from the Association concerning the composition of the school calendar **and any possible make up days due to calamity** prior to making recommendations on said calendar to the Board.

**21.1.2** Upon the request of the Superintendent, the Association shall provide three (3) unit members to the Superintendent’s Committee to develop the school calendar. Said unit members shall have a role in the development of this calendar equal to that of committee members appointed by the Superintendent.

**21.1.3** Subsequent to the development of calendar options by the committee, unit members will be surveyed in the same manner as all other employees regarding their individual input to the school calendar composition **and any possible make up days due to calamity**. The committee will forward the results of the survey to the Superintendent prior to his/her recommendation to the Board.

**21.1.4** The Central OEA/NEA Day shall be a non-student day and a part of a unit member’s 185 day contractual year. Association members have the individual option of attending Central OEA/NEA Day activities or participating in local in-service activities.

**21.1.4.1** The local in-service activities shall be developed by a joint WEA/Administration committee. The committee shall be composed of an equal number of members appointed by the Superintendent and by the Association President.

**21.1.4.2** The Association shall work with the Central OEA/NEA to facilitate the inclusion of Westerville’s local activities as part of the overall Central OEA/NEA program.

**21.1.5** Students will not be in attendance on the last contractual day of each semester. Unit members will be provided this time for record keeping, grading, and local in-service activities not to exceed three (3) hours.

**21.1.6** The Association agrees that the final authority to set the school calendar is legally and exclusively that of the Board.

**21.1.7** The following provisions will apply in implementing the requirement of **Section 3313.482 (O.R.C.)** to specify a contingency plan under which the district’s students will make up days to comply with the requirements of **Sections 3317.01, 3313.48, and 3313.481 (O.R.C.)**

**21.1.7.1** The Calendar Committee may be reconvened to meet and address in a timely fashion the make up of calamity days to comply with the sections of Ohio Revised Code specified in the paragraph above.

**21.1.7.2** Subsequent to the development of calamity make up options by the committee, unit members will be surveyed in the same manner as all other employees regarding their individual input to the make up day composition. The committee will forward the results of the survey to the Superintendent prior to his/her recommendation to the Board.

**21.1.7.3** If one or more of the days have to be changed to student attendance days, the Association will be notified before announcement to unit members. Unit members will be notified no later than ten (10) calendar days prior to the make-up day.

**21.1.7.4** If the End-of-the-Year Teacher Work Day becomes a day of student attendance,

bargaining unit member's records and end of the year "cleanup" shall be done at a time convenient for each unit member. Final grades and reports, normally due on the work day, shall be submitted no later than the next week day following the work day or the second week day following the last day of student attendance, whichever is later.

## **21.2 Contract Year**

**21.2.1** A unit member's contract year shall be one hundred eighty-five (185) days as set forth herein and as provided in **Section 19.2.6** and **19.2.8**. Nothing herein requires or prohibits the Board from issuing extended service contracts for work to be performed by a unit member over one hundred eighty-five (185) days during any one school year. Refer to Code

**21.2.1.1** For a unit member who is assigned to work in a building that is "out-of-district" (*i.e.*, St. Paul Elementary School) and that operates on a school calendar that is different from the calendar adopted pursuant to this chapter, the one hundred eighty-five (185) days will be served as follows:

**21.2.1.1.1** If the unit member's assignment is solely to such an "out-of-district" building, the unit member will follow the calendar in effect for that building provided the unit member has at least the same number of non-instructional days as provided in the Board adopted calendar.

**21.2.1.1.2** If the unit member's assignment includes both in-district and "out-of-district" buildings, the unit member will follow the Board adopted school calendar. Building assignment schedules may be altered to ensure service equality for the "out-of-district" building(s).

**21.2.2** A unit member may be required to attend a three day mandatory "New Teacher Orientation" prior to the first work day of his/her first work year in Westerville.

**21.2.2.1** Each participating unit member will be paid 50% of BA step 0.

**21.2.2.2** The agenda for the day will be developed by administration with input from the Association.

**21.2.3** If Kindergarten screening is conducted by the district, each participating kindergarten teacher will be compensated at his/her *per diem* or hourly rate for screening that takes place outside the 185 day contract year.

**21.2.4** Kindergarten teachers shall not lose a teacher professional day prior to the attendance of students by reason of their participation in Kindergarten screening or parent orientation conferences scheduled by administration.

**21.2.5** Effective the 2002-03 school year, early release/late start of students should be provided once a nine week period for teacher professional work and/or in-service on any district identified topic. This is in addition to any other meetings specified within this contract including but not limited to **Section 6.3.1.2** through **6.3.1.5**.

## **CHAPTER 22 ASSIGNMENT AND TRANSFER**

### **22.1 Assignment of Unit Members**

**22.1.1** The assignment of unit members to positions in the various schools and departments of the district shall be made by the Superintendent.

**22.1.2** No later than August 1 each year all unit members shall be issued an Assignment Notice. Such notice shall include the following:

**22.1.2.1** School Year

**22.1.2.2** Date of Notice

**22.1.2.3** Name

**22.1.2.4** Building

**22.1.2.5** Grade Level or Subject Area(s)

### **22.2 Job Vacancies**

**22.2.1** A job vacancy is created by the death, resignation, retirement, transfer, non-renewal, or termination of a certificated/licensed employee formerly filling such position, a new job created by the Board, or openings occurring as a result of middle school/high school course registration each year.

**22.2.2** Within ten (10) working days of the creation of a job vacancy pursuant to **22.2.1**, for which a certificate/license is required (or desirable in the case of Supplemental positions), written notice of the vacancy will be sent to the Association President. This notice does not imply nor require that the Board

shall fill the vacancy.

### **22.3 Vacancy Posting(s)**

**22.3.1** Any vacancy occurring for reasons noted in **Section 22.2.1** must be posted before it is filled unless it can be filled by intra-departmental reassignment in the secondary buildings, or by a reassignment of not more than three grade levels in an elementary building. The Office of Human Resources shall be responsible for posting a vacancy upon the direction of the Superintendent to fill the vacancy using the district intranet site. Posting a vacancy does not require that the Board shall fill the position.

**22.3.2** No position will be closed (filled) until the vacancy listing has been posted up to five (5) working days.

**22.3.3** If the WEA President/designee and the Superintendent/designee mutually agree that an emergency situation exists, the posting time requirements may be reduced to two (2) work days excluding holidays. All positions posted electronically from the first day following the last teacher work day through Oct 1 can be filled on an emergency basis.

### **22.4 Transfers**

**22.4.1** Transfer is the reassignment of a secondary unit member to a different department or building, or the reassignment of an elementary unit member to a different building or grade level that is more than three (3) grade levels different from his/her current assignment.

**22.4.2** Before an intra-department reassignment in the secondary buildings or a reassignment of not more than three grade levels in an elementary building the Administration will discuss the possible reassignment with the staff members who will be involved and then follow the procedures outlined in the Human Resources Vacancy and Transfer Procedures as found on the WCS employee intranet.

### **22.5 Voluntary Transfers to Posted Positions**

**22.5.1** A unit member who desires a transfer to a posted position shall submit an electronic bid to the Superintendent on the district intranet site, which must be filed prior to the closing of the position.

**22.5.2** Final action on such requests is the responsibility of the Superintendent. All electronic bids for transfer on the district intranet site will be reviewed by the Superintendent.

**22.5.3** For each vacancy whose effective date is at the beginning of the school year and involves bargaining unit work for which there are applicants from the bargaining unit, the position will be filled on the following basis:

**22.5.3.1** Factors that will affect a particular position may include one or more of the following:

**22.5.3.1.1** Major and minor subject matter training (secondary/middle).

**22.5.3.1.2** Level training emphasis (elementary/middle).

**22.5.3.1.3** In-service college training.

**22.5.3.1.4** In-service training.

**22.5.3.1.5** Experience in similar positions.

**22.5.3.1.6** Evaluation record as found in the Personnel File. This record shall be available pursuant to **Chapter 7**.

**22.5.3.1.7** Special training (supplemental/secondary/elementary/middle).

**22.5.3.1.8** Building Assignment (supplemental).

**22.5.3.1.9** Seniority as defined in **Section 14.3.1**

**22.5.4** Within ten (10) days of filling a position, the Association shall be given a written report that includes the specific factor(s) that determined the assignment for the position.

**22.5.5** Until the procedures herein have been followed, no new employee may be hired for a vacancy involving bargaining unit work.

**22.5.6** Notwithstanding **Section 22.5.3**, the Superintendent of Schools may, after notification to the Association, assign any qualified unit member to a posted position. Such assignment will be made at the sole discretion of the Superintendent when, in his/her judgment, it is for the welfare of the schools.

**22.5.7** Notification will be sent to unit members indicating receipt of an electronic bid and the filling of a vacancy for which the unit member applied. The process of submitting electronic bids and notice of receipt is available over the district web site.

### **22.6 Involuntary Transfer**

**22.6.1** An involuntary transfer to an open position may be made only if there are no unit members requesting voluntary transfer into the vacancy.

**22.6.2** An involuntary transfer shall not be used for disciplinary purposes.

**22.6.3** Notwithstanding **Section 22.5**, a unit member who must be involuntarily transferred because of

the loss of the unit member's position shall be given priority consideration for transfer to a vacancy of the unit member's choice if he/she is qualified.

**22.6.4** The Board shall assist in moving all classroom materials and teaching aids to the new assignment. This will be accomplished within ten (10) working days of the unit member's request to his/her current building principal for such help.

**22.6.5** A unit member involuntarily transferred shall maintain the contract status held at the time of such involuntary transfer.

**22.6.6** Notwithstanding **Section 22.6.1**, the Superintendent of Schools may, after notification to the affected unit member and the Association, involuntarily transfer a unit member to a position. Such transfer will be made at the sole discretion of the Superintendent when, in his/her judgment, it is for the welfare of the schools.

**22.6.7** A unit member shall not be involuntarily transferred should it cause a "highly qualified" unit member to be placed in a position where she/he would become not "highly qualified" as required and defined by the No Child Left Behind Act and the Ohio Department of Education. Should a unit member request to be transferred into a position which will make him/her not HQT then the provisions of **Chapter 23** shall apply.

**22.7** If there is a conflict between the administration of this Chapter and the prevention of RIF pursuant to **Chapter 14**, prevention of RIF shall take priority.

## **CHAPTER 23 CERTIFICATES/ LICENSES/ STATUS VALIDATION**

**23.1** The Superintendent will do everything within his authority to facilitate middle school validations for those unit members who request such validations to their certificates/licenses/status.

**23.2** Middle school- validations are subject to rules and regulations issued by the Ohio Department of Education and/or state law.

**23.3** The Board and the Association recognize that federal and state law requires certain teachers to be a "highly qualified teacher" (HQT) as defined by law and the Ohio Department of Education.

**23.4** Effective September 1, 2007 any bargaining unit member who is not HQT will, as soon as reasonably possible, prepare a plan to become HQT within twelve (12) months from the date the unit member is notified of his/her non-HQT status. The plan shall be submitted to the LPDC for approval. In unique circumstances, the Superintendent may grant additional time to become HQT. This obligation applies only to HQT requirements in existence as of September 1, 2007. In the event HQT requirements change, the WEA and Board will meet to determine a reasonable time-line and procedures for unit members to become HQT.

**23.5** This provision does not apply to a unit member whose request for assignment to a position in which he/she is not HQT is granted by the Superintendent/designee. If a unit member submits such a request, notice shall be given to the WEA President/designee. In this case, the unit member and Superintendent/designee shall agree on a time table to achieve HQT status. The plan shall be submitted to the LPDC for approval.

## **Chapter 24 INDIVIDUAL CONTRACTS**

### **24.1** Contracts

**24.1.1** All bargaining unit members employed or re-employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Re-employment contracts shall be issued no later than May 30. The effective date of re-employment contracts, either limited or continuing shall be July 1 of the calendar year in which the contract is issued.

**24.1.2** During the term of the contract and when a limited contract is renewed, the "Contract Status" can be altered only by mutual agreement of the Board and the bargaining unit member.

### **24.2** Teaching Contracts

**24.2.1** All teaching contracts shall include only the following:

**24.2.1.1** Name of unit member.

- 24.2.1.2** Name of school district and Board.
- 24.2.1.3** Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
- 24.2.1.4** Provision for the signature of the unit member, Board President and Treasurer and the respective date(s).
- 24.2.1.5** "Pursuant to **O.R.C. Section 3319.11**, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the first day of June."
- 24.2.1.6** "The unit member will make every effort to return this contract to the Office of Human Resources on or before July 10."
- 24.2.1.7** "An Agreement between the Board of Education herein referred to as 'Board' and the above named person herein referred to as 'Employee', pursuant to applicable State Law and conditions of the Master Agreement."  
Whereas, the Superintendent of Schools has recommended the employment of the employee for a (limited or continuing) contract and the Board has approved that recommendation;  
Now, therefore, the parties hereby enter into a "Limited Contract for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_."  
\*For continuing contract, "Continuing" will be substituted for "Limited" and "and ending \_\_\_\_\_" will be deleted. Form N(a) 'Continuing Contract Eligibility, Application/Recommendation Form' must be completed and on file in the Human Resources Office prior to issuance of a "Continuing" Contract. Unit members who were initially licensed after January 1, 2011, Form N(b) "Continuing Contract Eligibility, Application/Recommendation Form" must be completed and on file in the Human Resources Office prior to issuance of a "Continuing" Contract.
- 24.2.1.8** "Contract Status \_\_\_\_\_." The blank shall be completed either by a statement of "full time" or "part time". For "part time" a decimal fraction will indicate the hours contracted divided by the length of day specified in **Section 6.1**.

### **24.3** Salary Notice

- 24.3.1** No later than two weeks prior to the issuance of the first payroll of the school year all unit members shall be issued a salary notice in accordance with **Section 3319.12** of the Ohio Revised Code. Such salary notice shall include the following information:
  - 24.3.1.1** Name of the unit member.
  - 24.3.1.2** Annual compensation to be paid for the upcoming year.
  - 24.3.1.3** Basis of determining compensation including extended, in-service increments and supplemental contract salary, if any.
  - 24.3.1.4** Effective Date
  - 24.3.1.5** Footnote to read as follows: "Initial placement for teachers new to the district is subject to official verification."

### **24.4** Supplemental Contracts

- 24.4.1** Each unit member assigned additional responsibilities and/or duties shall be granted additional compensation. A supplemental limited contract shall be issued in accordance with the Ohio Revised Code. Each supplemental contract shall include only the following:
  - 24.4.1.1** Name of unit member.
  - 24.4.1.2** Name of the school district and Board.
  - 24.4.1.3** Supplemental position.
  - 24.4.1.4** Compensation.
  - 24.4.1.5** Provision that a copy of the job description for the additional assignment shall be provided upon request of the unit member.
  - 24.4.1.6** Provision for signature of the unit member, Board President and Treasurer and the respective dates.
  - 24.4.1.7** Provision for Board Agenda Date.
  - 24.4.1.8** "Pursuant to **O.R.C. Section 3319.11**, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the first day of June."
  - 24.4.1.9** "The unit member will make every effort to return this contract to the Office of Human Resources on or before July 10."
  - 24.4.1.10** Contract Status: \_\_\_ Full Time \_\_\_ Part Time (Percent)

## CHAPTER 25 CONDITIONS OF EMPLOYMENT

### 25.1 Supplies

**25.1.1** The Board shall provide copies, exclusively for each unit member's use, of all texts used in each of the courses a unit member is assigned to teach.

**25.1.2** Each bargaining unit member will be informed regarding the process of ordering supplies and equipment, building budget development, and the status of his/her requisition/supply orders or of requisition/supply orders that he/she helped develop.

### 25.2 General Facilities

**25.2.1** Every effort will be made to provide photocopying equipment and make it available to unit members to copy all materials necessary to teach the Board adopted curriculum.

**25.2.2** Computers shall be available in each building for unit member's use. Other office machines and equipment may be used by unit members for preparation of job-related materials.

**25.2.3** When curricular changes are adopted by the Board of Education, effort will be made to provide textbooks, manipulatives, equipment, and other materials deemed necessary by the Curriculum Council in its recommendations to the Board of Education.

### 25.3 Environmental Conditions

**25.3.1** The Board shall furnish to unit members employment and a place of employment free from recognized hazards that are causing or likely to cause death or serious physical harm to unit members.

**25.3.2** When the environmental conditions (temperature, air quality, etc.) in an area of a building are, in the unit member's judgment, detrimental to the educational process, to the health and safety of the students, or to the health and safety of the unit member(s), the unit member(s) may notify the building administrator. Such notice shall be in writing.

**25.3.3** Upon notification, the building administrator will attempt to rectify the condition. The building administrator will keep the unit member notified of his/her response(s).

**25.3.4** If the condition is not rectified to the satisfaction of the unit member, the building principal shall notify the Superintendent of the condition and actions taken to rectify the condition.

**25.3.5** If the Superintendent is unable to rectify the condition, he/she will report the condition to the members of the Board of Education. The Association will be notified of his/her action or report to the Board.

**25.3.6** If the condition is covered by **O.R.C. 4167.06**, a unit member or his/her representative has the right to request an inspection by giving written notice to the Division of Occupational Safety and Health. Such notice shall state with "reasonable particularity" the grounds for requesting inspection. The name(s) of the person(s) making the request is kept confidential. Before requesting an inspection, the unit member or representative must first comply with the provisions of **Section 25.3.2**.

### 25.4 Facilities for Unit Members

**25.4.1** A unit member who is handicapped or otherwise infirmed shall be provided a reserved off-street parking space for his/her use at each respective building(s). Each respective building administrator shall inform such unit member of his/her specific reserved parking space on or before the first day of school.

**25.4.2** A unit member shall be permitted to have personal items in his/her assigned room(s) unless such items pose a health and/or safety threat and/or cleaning problem to other employees or students as determined by the Building Administrator.

**25.4.3** Effort will be made to ensure that each classroom shall have direct electronic communication with the building's administrative offices.

### 25.5 Use of Facilities by Unit Members

**25.5.1** Groups of unit members shall be permitted to use the recreational facilities (gymnasium, shower rooms, multi-purpose areas, tennis courts or running tracks) upon request to the Building Administrator or his/her designee. Such use shall be determined by the Building Administrator and shall not interfere with or interrupt normal instructional programs, building maintenance, health and safety conditions or previously scheduled activities. Such use shall be limited to personal, non-profit and non-religious activities involving only unit members and their immediate families. Unit members involved in the uses described in this section shall assume responsibility for any and all loss or damage to District facilities or equipment that result from said use.

## **25.6 Classroom Visitations**

**25.6.1** The Association and the Board support parent and community involvement in schools and encourage members of the community to visit the schools. However, because of the potential effect on education and safety of the students, the following guidelines for public and parental visitations will be followed:

**25.6.1.1** All visitors must check in at the principal's office upon entering the school.

**25.6.1.2** Visitations should be by prior arrangement with the respective unit member.

**25.6.1.3** No electronic devices will be used to make any record of the visit except by agreement of the unit member.

**25.6.1.4** Attempts will be made to minimize the amount of disruption caused by such visits.

## **25.7 Miscellaneous**

**25.7.1** A unit member shall not be assigned to perform duties assigned to employees in other bargaining units.

**25.8** The Association and the Board recognize that a unit member has the right to make a request to the Ohio State Department of Education to remove an area of certification/teaching field from his/her certificate/license. The following procedures shall govern such a removal:

**25.8.1** A request for removal may only be initiated between January 1 and the last day of February of any school year.

**25.8.2** The State Department Form and the notarized cover letter must clearly state that the effective date will be the following July 1. The unit member initiating the request shall send a copy of the form and letter to the District Office of Human Resources to alert it of the pending change.

**25.8.3** Upon receipt of the new certificate/license, the unit member shall file a copy with the Office of Human Resources.

**25.8.4** The certificate/license on file at the beginning of the school year that is applicable to the current assignment will remain on file for the balance of the school year. At the end of the school year, the new certificate/license reflecting the removal will become the active certificate/license.

**25.9** The Board and the Association have established site base decision making processes at the high school and middle school levels. In addition, the parties have created two joint oversight committees: the High School Continuous Improvement and Redesign Steering Committee (HSSC), and the Middle School Steering Committee (MSSC). The Guidelines for each level are attached as Appendix MS and Appendix HS.

**25.9.1** Superintendent may propose issues to be addressed by HSSC/MSSC and the Superintendent and WEA President will discuss means to measure the effectiveness of the HSSC/MSSC in effecting positive outcomes for students.

**25.9.2** Effective with the ratification of the agreement, the electronic gradebook provided by the district shall be used to enter grades and a joint committee with equal membership appointed by the superintendent and WEA president shall study and make recommendations regarding expanded use including, but limited to grading at the elementary level.

## **CHAPTER 26**

### **SPECIAL EDUCATION AND LEAST RESTRICTIVE ENVIRONMENT**

**26.1** Both parties acknowledge that Least Restrictive Environment (LRE) is mandated by federal and state law, i.e., placement must be based on the student's Individualized Education Program (IEP) or 504 Plan, in the LRE. LRE is the educational setting where students with disabilities participate with non-disabled peers to the maximum extent appropriate. The Ohio Revised Code specifies that the IEP team will, to the maximum extent appropriate, ensure that children with disabilities are educated with children who are nondisabled. Placement decisions begin with the assumption that children will be in the general education class in the same building they would attend if not disabled. The IEP team has the sole authority to determine placement of a student and such placement is not subject to the provisions of Chapter 11.

**26.2** A joint Association/Administration advisory committee (LRE Advisory Committee - LREAC) will be established to provide district-level coordination and oversight of the actions, policies, and practices necessary to meet the LRE mandate.

**26.2.1** The LREAC shall be composed of an equal number of administrators appointed by the Superintendent and unit member representatives appointed by the Association President. The Chairperson of the LREAC shall be one of the administrative appointees.

**26.2.2** The LREAC is advisory in nature and shall submit its recommendations, if any, to the Executive Director of Pupil Services/Special Education, the Chief of Academic Affairs, the Executive Directors of Curriculum, the Superintendent, and the Association President.

**26.2.3** The LREAC shall meet when needed at the call of the Association President or the Superintendent.

**26.3** Individualized Education Programs and 504 Plans

**26.3.1** Unit members who are currently instructing a student shall participate in and contribute to the development of the ETR, IEP or 504 plan.

**26.3.1.1** Every reasonable effort will be made to schedule such meetings during the contract day.

**26.3.1.2** If such meetings must be scheduled outside the contract day, the participating unit members shall be eligible for Professional Development Activity Credit pursuant to Section 9.4. (Such time outside the contract day must be for a minimum block of thirty (30) minutes and in blocks of fifteen (15) minutes beyond the minimum.) The amount of time shall be verified by the district representative (administrator).. Such verification shall be attached to the appropriate In-Service request form.

**26.3.2** Each IEP shall have a designated facilitator who shall be responsible for coordinating the development and implementation of the plan, as well as for evaluating progress.

**26.3.3** Each 504 Plan shall have a designated facilitator who shall be responsible for coordinating the development and implementation of the plan

**26.3.4** A unit member who does not agree with an IEP or 504 Plan may file a written statement of disagreement that will be filed with the original and all copies.

**26.3.5** If any of a student's current service providers have a reasonable basis to believe that a student's current IEP or 504 Plan is not meeting the student's unique needs, he/she should first contact the designated facilitator for that student's plan. If unresolved, the service provider may request the building administration (principal or special education coordinator) review the concern, identify needed action, or reconvene the IEP/504 team.

**26.3.6** A bargaining unit member who is a responsible for carrying out any part of an IEP or 504 Plan, who has filed a written statement of disagreement, and who does not agree with the decision(s) made pursuant to Sections 26.3.3 or who continues to have a problem with carrying out his/her responsibilities under the IEP or 504 Plan, may request a conference with the building administration (principal or special education coordinator), or the executive director of pupil services/special education. The unit member, however, must continue to implement the IEP or 504 Plan as written and agreed to by the district and parent.

**26.3.7** A list of students with disabilities by name, grade, and designated facilitator for each district building will be available to affected unit members from the Building Principal at the start of the school year. The availability of such list will be subject to the confidentiality requirements of FERPA, i.e., only the names of students for whom the unit member has legitimate educational interest, will be released.

**26.4** No unit member shall be required, but may if willing, to assist a student with caring for the student's personal bodily needs or to physically lift a student for any reason.

**26.5** No unit member shall be required, but may if willing, to administer any medicine or to perform any medical procedure that requires specialized skills not usually expected of such unit member.

**26.6** Notwithstanding Sections 26.4 and 26.5, a unit member may perform such functions that are related to his/her area of certification to the extent allowed by federal law, state law, and/or rules and regulations promulgated by the certification area's appropriate governing body.

**26.7** The Board recognizes the need to provide an adequate intervention and assessment process, to employ a sufficient number of related service staff and to correlate assessment results with the classroom teacher's instruction so as to better meet the needs of all students in the Westerville Schools.





**SECTION 5705.412  
CERTIFICATE OF ADEQUATE REVENUES  
OAC Section 3301-92-05  
Wage or Salary Schedule**

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Westerville City School District, hereby certify based on current estimates of School District revenue and expense made in conformity with regulations of the Auditor of State and the Ohio Department of Education, that with respect to the attached Wage or Salary Schedule:

The school district has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and an equivalent number of days for each succeeding fiscal year in which the wage or salary schedule will be in effect.

IN WITNESS WHEREOF, we have hereunto set out hands on October 8, 2012

WESTERVILLE CITY SCHOOL DISTRICT  
FRANKLIN COUNTY, OHIO

By:   
Title: President, Board of Education

By:   
Title: Superintendent

By:   
Title: Treasurer

## Memorandum of Understanding

## APPENDIX HS

### SITE-BASED DECISION-MAKING

The Westerville City School District and the Westerville Education Association support and endorse a process of Site-Based Decision-Making (SBDM) that will deliberately place greater authority and responsibility for education and related decisions within the Westerville high schools. This site-based decision-making will be a collaborative process through the establishment of a Continuous Improvement A (CISC) at each site involving affected stakeholders. It will enable committed participants to reach consensus and to facilitate change for quality learning and continuous improvement. Each high school's CISC shall submit by June 1 of each school year, a report to the HSSC assessing that site council's learning's, successes, and identified areas for improvement as a site council.

#### A. HIGH SCHOOL CONTINUOUS IMPROVEMENT AND REDESIGN STEERING COMMITTEE (HSSC)

To oversee this process the high school continuous improvement and redesign steering committee (HSSC), as defined below, will serve as the oversight committee for SBDM with responsibility to:

1. To give direction and guidelines to the process
2. In the area of CIP (Continuous Improvement Plan), to be responsible for charges, recommendations, and review on the delivery of educational services and the redesign of the high schools;
3. To make decisions with respect to pace and scope of process and to recommend additional best practices as needed for SBDM through the Continuous Improvement Site Council (CISC) for the District and the schools, subject to the parties' approval;
4. Make recommendations to the Board, the Association and/or State for waivers,
5. To review individual school CISC constitutions and by-laws to ensure consistency with new best practices;
6. To attain resources and other support for those involved;
7. To establish general steps for preparation and training, to be certain that pace and support are in harmony, and keep the change process moving,
8. To collaborate in assisting the process when it runs into difficulties and obstacles,
9. To jointly listen, learn from, and practice the problem solving at the system level that the school sites will be modeling locally.
10. The HSSC shall develop its own operating procedures, including what constitutes and how to reach consensus.
11. To establish an internal dispute resolution procedure for potential interpretation and compliance with the SBDM Guidelines. These guidelines are not subject to the grievance procedure contained in Chapter 11 of the collective bargaining agreement between the WEA and the Board.
12. To develop procedures and policies for determining budgetary resources available to CISCs to plan and implement programs and projects delegated/assigned to the CISCs.

## B. HSSC STRUCTURE

The HSSC High School Continuous Improvement and Redesign Steering Committee (HSSC) shall be the oversight committee for SBDM in the Westerville high schools beginning with the ratification of these guidelines:

1. The HSSC shall be composed of the Superintendent or designee; the WEA President or designee; Curriculum Rep from the Board or designee; the high school principals or designee from North, South, and Central; and six (6) administrators appointed by the Superintendent and ten (10) high school teachers appointed by the WEA President. The Superintendent and the WEA President will select co-chairs for the Committee.
2. The Superintendent and the WEA President may change their respective appointments upon notification to other party. (Within 10 working days from the vacancy).
3. The HSSC shall meet at least once each month, and may meet more often as determined by the Committee.
4. The minutes of all meetings shall be distributed to all members of the HSSC prior to the next meeting.
5. Bargaining unit members serving on HSSC will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S up to a limit of \$1,200 per person per year.

The Joint Supplemental Review Committee will be charged with reviewing the amount of time individuals on the HSSC spend at HSSC meetings and will, where it deems appropriate, make recommendations pursuant to Chapter 20.

## C. CONTINUOUS IMPROVEMENT SITE COUNCIL

Each high school building shall have a Continuous Improvement Site Council (CISC). The size of the school, the size and complexity of its instructional staff, its grade levels, all will influence the Committee composition. However, the Committee will be comprised of no fewer than eleven (11) members. The bargaining unit members of the team will be elected/selected by their constituent groups in keeping with the site's constitution/bylaws. The majority of the committee shall be bargaining unit members. Membership shall be determined annually and shall consist of the building principal or his/her designee; the principal may appoint up to two (2) additional administrators, a WEA FAC representative; one (1) WESSA staff member; one (1) OAPSE staff member; one (1) parent, and one (1) student. The parent and student shall be determined by consensus of the other members of the team. The manner in which the classified staff member is recommended for appointment to the CISC will be determined through agreement between the Board of Education and WESSA, and the Board and OAPSE Local 138, respectively.

The Continuous Improvement Site Council may at its option create Building Project Design Teams to address specific site concerns. Notification of the formation of all site-based decision-making teams shall be made to all bargaining unit members at the site. All subsequent teams shall be formed in a manner determined by the CISC. These teams shall be one of two types: (1) Site-based decision-making body that has been empowered to make decisions and must adhere to the training requirements for serving on said team. (2) Site-based study team that has been charged by the CISC to review/study a specific area and report its findings back to the CISC. This second type is not bound by the training requirements.

Bargaining unit members serving on CISCs/teams will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S up to a limit of \$1200 per FTE bargaining unit member per year. The total number of FTE's per site CISC will be nine (9). Should the site CISC choose to fractionalize the payment for attendance it will be at a

maximum of nine (9) [Ex. Nine CISC members + seven design team members = sixteen FTE x 9/16 Schedule S].

The HSSC shall study the following relating to department facilitators and each High School site council:

- (a) job descriptions and actual duties of department facilitators and the charge and functioning of the site councils as well as the interplay, if any, of each with the goal of determining if there are changes in the department facilitator job description that will promote efficiencies in the functioning of each group,
- (b) The committee shall, where it deems appropriate, make recommendations to the Supplemental Salary Review Committee pursuant to Chapter 20 by the beginning of the second semester 2008 .

#### D. CONTINUOUS IMPROVEMENT SITE COUNCIL FUNCTIONS

1. Meetings of the Continuous Improvement Site Council shall be held at least once a month. The method for calling additional meetings shall be determined by the CISC.
2. Agendas for all CISC/teams shall be developed by the principal or his/her designee and the WEA representative of the CISC. Items for the agenda should be submitted in writing five (5) days prior to the meeting and the agenda should be published five (5) days prior to the meeting in a defined location at each site. The building principal or his/her designee and WEA representative may mutually waive the five-day requirement.
3. Minutes of all CISC/team meetings shall be recorded and copies distributed to all members at the site. Minutes shall provide evidence that affected stakeholders have been identified and represented, consensus has been achieved, procedures for collecting and analyzing data have been described and anticipated outcome has been stated. The CISCs will also submit their meeting minutes to the HSSC at the same time they are sent out in the building.
4. The work of CISC/teams shall demonstrate a commitment to continuous improvements by making quality decisions reflecting up-to-date research, methodologies and innovative practices, and by evaluating the effectiveness of those decisions.
5. The CISC/teams will use the "decision framework" checklist (Appendix B) when initiating and documenting a proposal.
6. The scope of decision-making is limited to building's Continuous Improvement Plan. In addition, should a building not achieve Adequate Yearly Progress (AYP), as provided in the No Child Left Behind Act, the CISC will be charged to develop and provide recommendations relative to the improvement plan, as required by law. For purposes of addressing AYP the CISC may be expanded to include additional parents if required by law. Building proposals that exceed this scope will submit their request to the HSSC for acceptance, modification, or denial.
7. The CISC will have the responsibility of providing building-specific direction and support for the District's school improvement plan by establishing and communicating their individual school's improvement goals consistent with this plan. They will also create procedures for achieving these improvements, including, but not limited to:
  - The development and maintenance of building teams that review research, gather data, and provide data-driven recommendations to their building regarding establishment of school improvement goals;
  - Planning for specific SBDM training on the building level;
  - Facilitating communication among all school stakeholders;
  - Acting as an informational resource to the school community.

8. The CISC will identify and request of the HSSC, the budgetary resources necessary to plan and implement all the program/projects assigned/delegated to the CISC; and manage the allocation of the resources provided to the CISC for the assigned/delegated programs/projects.
9. The CISC/teams functions shall include assessing building unit members on professional development/in-service topics for use during early release days that are relevant, meaningful and appropriate to the staff as well as aligned with the data supported needs of the building; recommend such topics to the Superintendent/designee and the Association President/designee; and provide evaluation of each professional development/in-service effort (district and building level) through a post evaluation of each in-service activity (relevant, meaningful and appropriate to the staff as well as aligned with the data supported needs).
10. In addition, the CISC/teams functions shall include studying and making recommendations regarding alignment of professional development/in-service programs, inclusion of relevant, meaningful and appropriate professional development and growth opportunities through the electronic system for tracking professional development. Included as part of the June report on learning's, successes, and identified areas for improvement as a site council shall be an account of progress toward and improvement of professional practice and future professional development activities.

#### E. TRAINING

1. Between May 1 and Central OEA/NEA Day all persons who will be serving on any site-based decision-making CISC/team will receive at least six (6) hours of training in site-based decision-making skills. The training shall include identification of stakeholders, reaching consensus, how to collaborate, accountability as a representative team member; different levels of decision-making and using timed agendas.
2. Recognizing that Continuous Improvement Site Councils are on a continuum of development, the Board will provide ongoing support in terms of training. The HSSC will prepare an annual progress report identifying developmental needs at the sites based on criteria including the following: (1) each site's progress in implementing the site-based decision-making skills as identified in paragraph 1 above; (2) each site's progress in development and implementation of its continuous improvement plans; (3) such other factors as may enhance the effectiveness of the CISCs.
3. All SBDM training will be at the District's expense.
4. The District and the Association shall collaboratively plan, implement, and revise the training described in paragraph one (1) of this section.

#### F. CONSENSUS

Decisions of the CISC shall be arrived at by the use of consensus. The decisions of the CISC will be referred to the staff as a whole for its concurrence. Concurrence shall be by a secret ballot vote with 2/3 affirmative votes, of the site's FTE bargaining unit members, necessary for acceptance of any CISC recommendation. (Excluding unit members on approved leave of absences) The CISC will be responsible for establishing procedures, conducting the vote, and make every reasonable effort to have all bargaining unit members vote.

#### G. DECISION-MAKING PARAMETERS

1. Site-based decisions shall be made according to the "CISC Functions" section of this contract.
2. The parties agree that we are willing to endorse the SBDM process. However, none of us are able to set aside our legal responsibilities or certain dimensions of our organizational roles. Site-based decisions shall be in compliance with state and federal law, board of education policy and employee negotiated agreements.

3. The High School Continuous Improvement and Redesign Steering Committee will accept requests for waivers from an existing Board policy, Administrative regulation, or a portion of the Labor Agreement, providing that certain conditions are met, these conditions are:
  - a. The CISC has arrived at consensus on the issue and has secured the necessary vote of the staff for concurrence;
  - b. Has presented it to the HSSC in a timely manner,
  - c. Has documented the necessity/reasons for the requested waiver.
  
4. The HSSC will consider the request for waiver, and if approved by the HSSC, the requests will then be referred to the appropriate mechanism for action (i.e. if touching the labor contract with the Association, to its Executive Committee for approval, if dealing with regulations to the Superintendent's Office, etc.)
  - a. It is clearly understood that these exceptions are not precedent setting, are site specific, not system-wide;
  - b. Any waivers are temporary and are automatically rescinded each June 15, unless specifically extended,
  - c. The sites report to the HSSC the learning's, successes and failures based on these exceptions.

#### Decision Framework

Continuous Improvement Site Councils will pursue a standard of methodology when initiating proposals within their schools. This consistent, research-driven approach will open the lines of communication between the schools, the Central Office staff and the HSSC; and will enhance the effectiveness of the decision-making process.

- A. Continuous Improvement Site Councils will use the following Decision Framework checklist when initiating and documenting a proposal. Consideration of these questions will provide a comprehensive understanding of the potential impact of the proposal on the building and the district.
  - Describe the proposed innovation and its purpose.
  - What is the relationship to the building's and the district's school improvement goals?
  - What is the relevant research and comprehensive needs assessment data that supports this proposal?
  - How will it impact students?
  - How will it impact parents?
  - How will it impact teachers and staff?
  - How will it affect school climate?
  - When will it be implemented?
  - What will it cost? In the long term, how much will be saved?
  - Are there state and/or federal regulations that govern this action?
  - What impact will it have on state and federal mandates required by special ed., gifted ed., vocational ed., etc?
  - Is it in keeping with district policies?
  - What are the contractual implications?
  - What are the legal considerations/liabilities?
  - Does it impact the school calendar?
  - Does it impact Central Services (building and grounds, transportation, food services, technology services, printing services, purchasing, accounting services, payroll services)?
  - Have you consulted with the appropriate Central Office departments?
  - How will we evaluate the proposal's effectiveness?
  - Does the district have the financial resources to implement the plan?
  - If using grant dollars, is it in compliance with applicable grant requirements and guidelines?

- B. The CISCs will submit their meeting minutes to the HSSC.
- C. The Superintendent retains the final authority in advisement with the Board of Education.
- D. Plans approved by HSSC must be submitted to the Superintendent, who may submit them to the Board for consideration and a vote.



**TEACHING AND LEARNING STEERING COMMITTEE**  
**AND SITE COUNCIL**  
**MIDDLE SCHOOL**

The Westerville City School District Board of Education and the Westerville Education Association support and endorse a process of Teaching and Learning Decision-Making that will deliberately place greater authority and responsibility for the means (“how to”) of implementation of the district Continuous Improvement Plan related Teaching and Learning Teams within the Westerville middle schools. This Teaching and Learning Decision-Making will be a collaborative process through the establishment of a Teaching and Learning Site Council (TLSC) at each middle school site involving affected stakeholders. It will enable committed participants to reach consensus and to facilitate change for quality professional development and the use of time. To facilitate the implementation of the Middle School TLSCs as it relates to professional development and the use of time issues/topics at all four middle school sites, the following site-based decision-making guidelines are effective. Each middle school’s TLSC shall submit by June 1 of each school year, a report to the MSSC assessing that site council’s learnings, successes, and identified areas for improvement as a site council.

A. MIDDLE SCHOOL TEACHING AND LEARNING STEERING COMMITTEE (MSSC)

To oversee this process the Middle School Steering Committee (hereinafter referred to as the “MSSC”), as defined below, will serve as the oversight committee for teaching and learning decision-making with responsibility to

1. Give direction and guidelines to the process;
2. Be responsible for charges, recommendations, and review on the delivery of professional development and the use of time.
3. To make decisions with respect to pace and scope of process and to recommend additional best practices as needed for teaching and learning site base decision-making through the Teaching and Learning Site Councils (TLSC) for the District and the schools, subject to the parties’ approval.
4. Make recommendations to the Board, the Association and/or State for waivers;
5. Attain resources and support;
6. Collaborate in assisting the process when it runs into difficulties and obstacles;
7. Jointly listen to, learn from, and practice the problem solving at the system level that the school sites will be modeling locally;
8. Develop procedures and policies for determining budgetary resources made available by the Board to plan and implement TLSC recommendations.

The Middle School Steering Committee (MSSC) shall consist of equal representation of administrators and bargaining unit members and shall be the oversight committee for each building’s TLSC.

The (MSSC) shall be composed of four (4) administrators and four (4) bargaining unit members. The Superintendent or Designee and the WEA President will select co-chairs for the Committee.

1. The Superintendent and the WEA President may change their respective appointments upon notification to other party. (Within 10 working days from vacancy)
2. The MSSC shall meet at least once each month, and may meet more often as determined by the Committee.
3. The minutes of all meetings shall be distributed to all members of the MSSC prior to the next meeting.
4. The MSSC shall develop its own operating procedures, including what constitutes and how to reach consensus.
5. Bargaining unit members serving on the MSSC will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S up to a limit of \$1200 per FTE bargaining unit member per year.

#### C. TEACHING AND LEARNING SITE COUNCIL

Each middle school building shall have a Teaching and Learning Site Council (hereinafter referred to as "TLCS"). The bargaining unit members of the team will be elected/selected by their constituent groups in keeping with the site's constitution/bylaws. Membership of the TLSC shall be minimally: no fewer than four (4) bargaining unit members, which includes a WEA Representative (appointed by the WEA President), the building principal or his/her designee; and the principal may appoint up to two (2) additional administrators (total 3 administrators). The Principal and the WEA Representative shall be co-chairs.

#### D. TEACHING AND LEARNING SITE COUNCIL FUNCTIONS

1. Meetings of the Teaching and Learning Site Council (TLSC) shall be held at least once a month. The method for calling additional meetings shall be determined by the TLSC.
2. Agendas for all TLSC/teams shall be developed by the principal or his/her designee and the WEA Representative. Items for the agenda should be submitted in writing five (5) days prior to the meeting, and the agenda should be published five (5) days prior to the meeting in a defined location at each site. The building principal or his/her designee and the WEA Representative may mutually waive the five-day requirement.
3. Minutes of all building level TLSC meetings shall be recorded and copies distributed to all bargaining unit members at the site. Also, the TLSCs will submit their meeting minutes to the Superintendent and to the Association President.
4. The work of the TLSC shall demonstrate a commitment to professional development and use of time by making quality decisions reflecting up-to-date research, methodologies and innovative strategies and performance measures, and by evaluating the effectiveness of those decisions that result in improved student achievement as measured, in part, by the states accountability system.
5. The TLSC will have the responsibility of providing building-specific direction and support for the site's constitution/bylaws, the use of time, and professional development plans; and by establishing and communicating their individual school's improvement goals consistent with this plan. In addition, should a middle school building not achieve Adequate Yearly Progress (AYP), as provided in the No Child Left Behind Act, the TLSC CISC will be charged to develop and provide recommendations relative to the improvement plan as required by law. For purposes of addressing AYP the TLSC

may be expanded to include parents if required by law. They will also create procedures for achieving these improvements, including:

- The development and maintenance of building committees that review research, gather data, and provide data-driven recommendations to their building regarding establishment of the professional development and use of time goals aligned with the student achievement targets of the district.
  - Planning for specific Teaching and Learning Site Based Decision-Making training at the building level;
  - Facilitating communication among all school stakeholders.
6. The TLSC will identify and request of the MSSC the budgetary resources necessary to plan and implement all the professional development and use of time activities; and manage the allocation of the resources provided by the Board. If requested resources are not made available, the TLSC may identify alternative options.
  7. Bargaining unit members serving on TLSCs will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S up to a limit of \$1200 per FTE bargaining unit member per year.

#### E. CONSENSUS

Decisions of the TLSC shall be arrived at by the use of consensus. The decisions of the TLSC will be referred to the staff as a whole for its concurrence. Concurrence shall be by a secret ballot vote with 2/3 affirmative votes, of the site's FTE bargaining unit members, (Excluding unit members on approved leave of absences) necessary for acceptance of any TLSC recommendation. The TLSC will be responsible for establishing procedures, conducting the vote, and make every reasonable effort to have all bargaining unit members vote.

#### F. TRAINING

1. All persons who will be serving on any TLSC will receive at least six (6) hours of training in teaching and learning decision-making skills. The training shall include identification of stakeholders, reaching consensus, how to collaborate, accountability as a representative team member; different levels of decision-making and using timed agendas.
2. Recognizing that the Teaching and Learning Site Councils are on a continuum of development, the Board will provide ongoing support in terms of training.
3. The MSSC will prepare an annual progress report identifying developmental needs at the sites based on criteria including the following: (1) each site's progress in implementing the building level teaching and learning decision-making skills; (2) each site's progress in development and implementation of its professional development and use of time plans; (3) such other factors as may enhance the effectiveness of the Site Steering Committee.
4. The MSSC and each site's TLSC shall collaboratively plan, implement, and revise the training described in paragraph one (1) of this section.

## G. DECISION-MAKING PARAMETERS

1. Site-based decisions shall be made according to the "TLSC Functions" section of this contract.
2. The parties agree that we are willing to endorse the SBDM process. However, none of us are able to set aside our legal responsibilities or certain dimensions of our organizational roles. Site-based decisions shall be in compliance with state and federal law, board of education policy and employee negotiated agreements.
3. The Middle School Teaching and Learning Steering Committee (MSSC) will accept requests for waivers from an existing Board policy, Administrative regulation, or a portion of the Labor Agreement, providing that certain conditions are met. These conditions are:
  - a. The TLSC has arrived at consensus on the issue and has secured the necessary vote of the staff for concurrence;
  - b. Has presented it to the MSSC in a timely manner,
  - c. Has documented the necessity/reasons for the requested waiver.
4. The MSSC will consider the request for waiver, and if approved by the MSSC, the requests will then be referred to the appropriate mechanism for action (i.e. if touching the labor contract with the Association, to its Executive Committee for approval, if dealing with regulations to the Superintendent's Office, etc.)
  - a. It is clearly understood that these exceptions are not precedent setting, are site specific, not system-wide;
  - b. Any waivers are temporary and are automatically rescinded each June 15, unless specifically extended,
  - c. The sites report to the MSSC the learnings, successes and failures based on these exceptions.

**Memorandum of Understanding  
Between  
Westerville Board of Education  
And  
Westerville Education Association**

The Westerville City School District Board of Education and the Westerville Education Association hereby enter this memorandum of understanding. As a result of discussions between the parties, it is agreed to the following:

Beginning with the 2007-08 school year, the Board shall provide a minimum of two (2) days of release time a month, during the school year, to a designated WEA Professional Development and Practice Liaison for the purpose of providing consistent collaboration and coordination in the area of Professional Development and Practice. This WEA Professional Development and Practice Liaison shall be appointed by the WEA President, and shall be the lead WEA representative responsible to work with the District administrative personnel in such areas as the alignment of professional development /in-service programs, and the Elementary Subcommittee of CIPD.

Initially the WEA will appoint and notify the Board of the WEA Professional Development and Practice Liaison within sixty days of ratification of the Contract. In subsequent years the WEA will notify the Board of its appointee no later than the commencement of the second year of the agreement.

**Memorandum of Understanding  
Between  
Westerville Board of Education  
And  
Westerville Education Association**

**Substitutes for Reading Assessment**

The Westerville City School District Board of Education and the Westerville Education Association hereby enter this memorandum of understanding. As a result of discussions between the parties, it is agreed to the following:

**Substitutes for Reading Assessment**

Effective with the 2003-04 school year, substitutes will be provided for the equivalent of 1 student day in the Fall (prior to parent-teacher conference days) and the equivalent of 1 student day in the Spring (before June 1) per teacher in grades K-5 in order that the teachers may conduct student-reading assessments as Administratively determined. Kindergarten teachers assigned two half day sessions will be provided the equivalent of 2 student days in the Fall and 2 student days in the Spring.

Special Education teachers, with the approval of their building principal, who are responsible to teach reading, and who test ten (10) or more students shall be provided a substitute, once in the Fall (prior to parent teacher conference days) and once in the Spring (prior to June 1) to conduct necessary reading assessments.

**Memorandum of Understanding  
Between  
Westerville Board of Education  
And  
Westerville Education Association**

The Westerville City School District Board of Education and the Westerville Education Association hereby enter this memorandum of understanding. As a result of discussions between the parties, it is agreed that the following guideline will be followed:

- A. Effective with the commencement of the 2002-03 school year, elementary bargaining unit members will not be required to perform recess or cafeteria duties except after all reasonable efforts have been made to obtain a substitute for a person employed to perform such duty and in case of emergency.
1. During recess and lunch periods when a teacher is not assigned his/her regular class and not during the teacher's lunch period, the teacher shall engage in one or more of the following student related tasks:
    - a) student contact
    - b) professional contact with parents
    - c) grading
    - d) student assessment
    - e) student intervention
    - f) professional development
    - g) student enrichment
    - h) team planning
    - i) lesson and curriculum planning
    - j) photo copying materials for use in classroom or otherwise by students
    - k) Staff and/or parent collaboration
    - l) On-line communication of student assessments and grades

In each building, one unit member shall be designated as the person to be contacted in the event an emergency arises during lunch or recess. On the days a person serves in this capacity, he/she shall not be assigned any duties. (This may be scheduled on a 1 day on a 6-day rotation or as determined at a building level by mutual agreement of the Principal and the staff.) Throughout the term of this contract the board will study the effectiveness of the use of duty aides and teachers' time engaging in one or more of the above tasks during recess and lunch, staffing issues and/or continuation.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WESTERVILLE BOARD OF EDUCATION  
AND  
THE WESTERVILLE EDUCATION ASSOCIATION  
Specials on Six-Day Week Schedule**

After discussion between the parties with regard to the scheduling of certain bargaining unit members in the elementary schools, the following conditions are agreed:

1. The Superintendent retains the statutory and contractual authority to assign bargaining unit members.
2. The Superintendent shall exercise such authority in grades one through five so as to accommodate a "Six-day-week" schedule, thus allowing for planning time five (5) days out of six (6) for the classroom teacher during the student day.
3. During the 2012-13 school year, the "Six-day-week" schedule shall afford that students will be exposed to instruction by a specialist in music, art, or physical education on five of the six days for a minimum of forty (40) minutes per day.
4. Effective the 2013-14 school year, the six-day-week schedule shall afford that students will be exposed to instruction and will be provided by unit members in areas from the following list:
  - a. music, vocal and/or instrumental,
  - b. art,
  - c. physical education,
  - d. health & wellness,
  - e. information, media and technology skills,
  - f. dance/ movement,
  - g. pro-social skills,
  - h. drama/theater,
  - i. visual art.Content areas from the above list will be presented to and processed through Elementary Curriculum Council if new content.
5. Effective the 2006-07 school year the "Six-day-week" schedule shall afford that Kindergarten students will be exposed to instruction by a certified specialist who has a degree in one or more of these areas and is licensed to teach in one or more of the areas of music, art, or physical education on one of the six days for a minimum of thirty (30) minutes per day.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WESTERVILLE BOARD OF EDUCATION  
AND  
THE WESTERVILLE EDUCATION ASSOCIATION  
Notice of Extended Sick Leave**

After discussion between the parties, it is agreed that the following provisions will apply to the implementation of Sections 1.1 and 16.2 of the Master Contract:

1. A certificated employee who is substituting shall immediately become a member of bargaining unit at the time that the district becomes aware that the person whose position the substitute is filling has been or will be absent for a period of one hundred twenty (120) days or more days.
2. If a unit member is aware that his/her absence will be for multiple contract days, he/she shall indicate the number of days to the Automated Substitute Calling System rather than calling each day of his/her absence. If the unit member later finds that additional days are needed or that he/she can return sooner than expected, Automated Substitute Calling System must be notified.
3. If a unit member becomes aware that his/her absence will be for more than ten (10) contract days, he/she should call the Human Resources Office to obtain Form V - *Notice of Extended Sick Leave*. The Human Resources Office will electronically mail the form to the unit member for completion. If the unit member later finds that additional days are needed or that he/she can return sooner than expected, the Human Resources Office must be contacted.
4. Nothing in this memorandum is intended to change the procedures used for day-to-day absences of unit members.

## MEMORANDUM OF UNDERSTANDING

The Westerville City School District Board of Education (“Board”) and the Westerville Education Association (“WEA”) hereby enter this Memorandum of Understanding for clarifying sections of Chapter 16.2 (Sick Leave) and Chapter 17 (Unpaid Leaves). As a result of discussions between the parties, it is agreed to the following:

1. **Days** that unit members are not required to report for duty (e.g. Spring Break, Christmas/New Years Break, etc.) shall not count against the employee’s sick leave or FMLA leave entitlement.

2. The period during the summer when a unit member is not required to report for duty will not be counted against the unit member’s sick leave or FMLA entitlement. A unit member who is on sick leave or FMLA leave at the end of the school year shall be provided with any benefits over the summer months that employees would normally receive if they had been working at the end of the school year. This is subject to the provisions of 15.6 where and if applicable.

3. For purposes for application of the FMLA, FMLA leave taken for a period that begins during the last days of the school year and continues the next semester after summer break is leave taken consecutively rather than intermittently.

4. Unit member on unpaid leave (excluding FMLA leave and short term leave) will be restored to full benefits when the unit member has resumed duty, per Article 17.

5. The twelve (12) weeks of FMLA leave during a twelve (12) month period shall be interpreted to be the same as sixty (60) work days during a twelve (12) month period.

6. Unit members shall receive written notification at the start of FMLA leave as to when her/his sixty (60) work days are projected to end.

7. The employee shall pay the total premium for health insurance after twenty (20) consecutive workdays during an unpaid leave of absence except as required by FMLA. This supercedes and takes the place of 17.1.2.

This Memorandum of Understanding shall be made part of the current collective bargaining agreement. All other terms of the current collective bargaining agreement shall remain in full force and effect as written. This Memorandum of Understanding shall become effective after it has been signed by the parties and ratified by authorized representatives of both parties.

**Memorandum of Understanding  
Between  
Westerville Board of Education  
And  
Westerville Education Association**

The Westerville City School District Board of Education and the Westerville Education Association hereby enter this memorandum of understanding to address mutual concerns and issues contained in Chapter 26 of the Master Contract. As a result of discussions between the parties, it is the intent of the Board and WEA that:

1. There shall be a joint Association/Administrative advisory committee formed and functioning beginning with the 2010-11 school year. The Superintendent and the WEA President shall appoint an equal number of administrators and bargaining unit members to the Committee. The Committee shall be allowed to form sub-groups to assist in the charges below.
2. The purpose of the Committee is to:
  - A. Review the current language of Chapter 26 and to
    - 1) Identify what procedures and processes need to be addressed to conform with current federal and state laws;
    - 2) Identify titles and terms which need to be edited to be in compliance with federal, state, and local laws and policies;
  - B. Survey bargaining unit members as to staffing, workload, and time issues impacted by federal, state, and local laws and policies;
  - C. Collect data, analyze, and report on what other area school districts, of similar size, have put in place to address special service students which should include, but not be limited to, students with IEPs and 504s, gifted, at risk, and limited English proficiency; and
  - D. To make recommendations to the Superintendent and WEA President regarding the restructuring of the services provided to special service students six (6) months prior to the bargaining of the next Master Contract.
3. A preliminary report of Committee progress will be presented to the Superintendent and WEA President on or before January 1, 2011 which will outline progress on the charges listed in Section 2 above. Another progress report will be presented to the Superintendent and WEA President no later than June 1, 2011 which will outline progress on the charges above.
4. On or before January 15, 2012 the Committee shall file its final report to the Superintendent and WEA President which shall outline its recommendations on the restructuring of the delivery of services to special service students.
5. Bargaining unit members serving on the Committee will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S.
6. Alternative assessments – For each three (3) alternate assessments for the OAA's and OGT's that a special education teacher performs, the teacher may request one (1) professional day for the purpose of working on the three (3) alternate assessments. The written request must be submitted to the Director of Special Education (or appropriate title) at least two weeks before the requested professional day. Additional days may be granted upon approval of the Director of Special Education (or appropriate title).

7. IEP's – committee with equal membership appointed by WEA President and Superintendent to study work load and other issues related to and arising out of WEA proposal to provide release time for individuals preparing IEP's.

**MEMORANDUM OF AGREEMENT**

Pursuant to §9.5.7 of the Negotiated Agreement ("the Agreement") between the Westerville Education Association ("the Association") and the Westerville Board of Education ("the Board") bearing an effective date of September 1, 2007, it is hereby agreed by and between the Association and the Board that the Negotiated Agreement shall be amended to read as follows:

Bargaining unit members who are grandfathered under in-service increments, who hold both a certificate and a license, and who qualify for professional development compensation shall be compensated according to whether he/she is currently teaching under the certificate or the license (i.e. A unit member teaching a majority of his/her schedule covered by his/her certificate shall be compensated by in-service increments. Should that unit member the following year have the majority of his/her subjects covered by his/her license then he/she shall be compensated by professional development incentives.)

This Memorandum of Agreement shall be made part of the current collective bargaining agreement. All other terms of the current collective bargaining agreement shall remain in full force and effect as written. This Memorandum of Agreement shall become effective after it has been signed by the parties and ratified by authorized representative of both parties.

FOR WEA:

FOR THE BOARD:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding

The District has recently requested designated bargaining unit members to complete Medicaid reimbursement documentation and other related tasks as applicable. The parties have agreed to examine the impact of this request on the workload of unit members. Therefore, the Board and WEA have agreed to the following:

1. Medicaid Provider Work Group - On or before September 1, 2009 the Board and WEA shall form a joint work group, with WEA appointing at least one (1) member of each of the Medicaid provider groups (Physical Therapist, Occupational Therapist, Psychologist, Language Pathologist, and Nurse), to make a preliminary report to the Superintendent **or designee** and WEA president by November 1, 2009, and to make recommendations to the Superintendent **or designee** and WEA President no later than February 1, 2010 which addresses the following:
  - a. The continuation of Medicaid reimbursement documentation for subsequent school years.
  - b. Suggestions on utilization of funds for all impacted unit members.
  - c. A review of possible strategies to streamline the required recordkeeping.

The work group shall be able to survey the impacted unit members; review workload/caseload data; and contact other school districts to review their methods of addressing the collection of Medicaid information and the impact on workload. **The work group, or the Executive Director of Pupil Services / Special Education may request through the Executive Director of Pupil Services / Special Education, the use of consulting services Healthcare Process Consulting, Inc. (HPC)** On or before May 1, 2010 the work group will make recommendations to the Superintendent and the WEA President regarding revenue collected by the district as a result of the bargaining unit members (which include but not limited to occupational therapists, physical therapists, speech language pathologists, social workers, nurses, counselors, and psychologists) being requested to complete Medicaid reimbursement documentation, that may be available for the 2010-11 school year.

This Memorandum of Agreement shall be made part of the current collective bargaining agreement. All other terms of the current collective bargaining agreement shall remain in full force and effect as written. This Memorandum of Agreement shall become effective after it has been signed by the parties and ratified by authorized representative of both parties

FOR WEA:

FOR THE BOARD:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WESTERVILLE CITY SCHOOLS

**ADVISORY NOTICE**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

FROM: \_\_\_\_\_ BUILDING: \_\_\_\_\_

This memo is to inform you officially of the following performance or condition relating to your employment in the Westerville City Schools.

You are entitled to representation during any or all of the conferences called for in the Advisory Notice.

Statement of Problem (Enumerate specifically)

Corrective Action Recommended (Enumerate specifically)

Supervisory Help to be Given

Time Table

Initial Conference Date: \_\_\_\_\_

Interim Conference Dates (list): \_\_\_\_\_  
(Other dates may be set at discretion of administrator)

\*\* Final Conference Date: \_\_\_\_\_

\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Unit Member Date

\* Signature denotes receipt of notice only.

\*\* Reverse side for administrator's summary statement, including recommendation, to be completed following the final conference.

WESTERVILLE CITY SCHOOLS

**ADVISORY NOTICE RESPONSE**  
(OPTIONAL)

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_ BUILDING: \_\_\_\_\_

My response to your advisory notice issued \_\_\_\_\_, 20\_\_, is as follows:

1. It is my intent to follow the corrective process as stated.
2. I would like to propose an alternative corrective process. (Attach sheet)
3. I wish to submit a reply statement to the advisory notice as stated. (Attach sheet)
4. Other (Attach sheet to propose alternate response)

\_\_\_\_\_  
Unit Member                      Date

\_\_\_\_\_  
Administrator                      Date

\* Signature denotes receipt of response only.







***CERTIFICATE OF COMPLETION***

***Westerville City Schools***  
***336 S. Otterbein Avenue***  
***Westerville, Ohio 43081***  
***(614)797-5700***  
***Fax: (614)797-5701***

Name of Participant: \_\_\_\_\_

Building assignment: \_\_\_\_\_

Professional Development Activity Title: \_\_\_\_\_

Date(s): \_\_\_\_\_

Times(s): \_\_\_\_\_

Contact Hours: \_\_\_\_\_

Instructor/Facilitator: \_\_\_\_\_

Name of Authorized Administrator for this activity: \_\_\_\_\_

Title of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorizing Administrator

WESTERVILLE CITY SCHOOLS

**SICK LEAVE AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND SUBMITTED TO THE PRINCIPAL OR IMMEDIATE SUPERVISOR NO LATER THAN THE SECOND DAY AFTER THE EMPLOYEE RETURNS TO DUTY.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_ POSITION: \_\_\_\_\_

(1) DATE(S) OF ABSENCE \_\_\_\_\_

TOTAL DAYS \_\_\_\_\_ (If ½ day -- specify a.m. or p.m.)

(2) CHECK ONE OF THE FOLLOWING REASONS FOR YOUR ABSENCE(S) on the dates specified above. If other days were missed for a different reason, submit a separate form for those days.

- PERSONAL ILLNESS
- FAMILY ILLNESS
- DEATH IN FAMILY
- PREGNANCY/ADOPTION Sick leave for pregnancy may be used for a total of twelve (12) weeks before and/or after the birth or adoption of a child.
- INJURY
- EXPOSURE TO A CONTAGIOUS DISEASE THAT COULD BE COMMUNICATED TO OTHER EMPLOYEES OR TO SCHOOL CHILDREN

(3) IF THE REASON FOR YOUR ABSENCE IS PREGNANCY/ADOPTION, PLEASE INDICATE

ANTICIPATED DUE DATE: \_\_\_\_\_

BIRTH OR ADOPTION DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\*NOTE: Falsification of a statement is grounds for suspension or termination of employment under O.R.C.-Sections **3319.081** and **3319.16**. No sick leave shall be granted or credited to an employee after retirement or termination (O.R.C. **3319.141**).

**Office Use Only**

NAME OF SUBSTITUTE(S)

DATE

TOTAL OF DAYS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal/Supervisor\*

\*NOTE: If this form is not signed by the principal, then the leave is not approved because the principal believes that there has not been valid use of sick leave as defined in the Master Contract.

Distribution:  
Treasurer  
Principal/Supervisor  
Employee

WESTERVILLE CITY SCHOOLS

**REQUEST FOR ACCESS TO PERSONNEL FILE**

TO: Superintendent, Westerville City Schools      DATE: \_\_\_\_\_

FROM: \_\_\_\_\_      BUILDING: \_\_\_\_\_

I hereby request access to my personnel file pursuant to the Master Contract between the Westerville Board of Education and the Westerville Education Association.

I authorize \_\_\_\_\_, acting as my representative, to have access to my personnel file.

\_\_\_\_\_  
Signature of Unit Member Making Request

\_\_\_\_\_  
Signature of Representative

WESTERVILLE CITY SCHOOLS

**FEE WAIVER CARD APPLICATION**

Please refer to the Master Contract between the Board and the Association before completing this form.

DATE: \_\_\_\_\_

PRINT FULL  
LEGAL NAME \_\_\_\_\_  
(Last) (First) (Middle or Maiden) \_\_\_\_\_ School

HOME ADDRESS \_\_\_\_\_  
\_\_\_\_\_ Home Phone

SOCIAL SECURITY NUMBER \_\_\_\_\_

TYPE OF WAIVER (Circle one of the following)

Ohio State      Otterbein      Other      Term(s) \_\_\_\_\_      Hours \_\_\_\_\_

PREFERENCE ORDER (Check the Preference which applies)

- \_\_\_\_\_ 1. College course(s) needed to renew a certificate required for my current position.
- \_\_\_\_\_ 2. Working on an established graduate program leading to a degree and have attended one session during the previous twelve (12) months. Course(s) involved must be part of the established graduate program.
- \_\_\_\_\_ 3. Working on an established graduate program leading to a degree but have not attended one session during the previous twelve (12) months. Course(s) involved must be a part of the established graduate program.
- \_\_\_\_\_ 4. None of the above.

PRIORITIES

- \_\_\_\_\_ 1. Have you indicated a willingness to participate in student field experience programs on Form Neg. G. (yes/no)?
- \_\_\_\_\_ 2. Have you had direct responsibility for a student in any college/university field experience program during the previous twelve (12) months (yes/no)?
- \_\_\_\_\_ 3. Years of service in the Westerville School System (indicate the number).

**WESTERVILLE CITY SCHOOLS**

**STAFF PARTICIPATION IN STUDENT FIELD EXPERIENCES**

NAME		DATE
BUILDING	YEARS OF WESTERVILLE EXPERIENCE	GRADE LEVEL OR SUBJECTS TAUGHT

The Westerville City Schools enters into an exchange of services agreement annually with The Ohio State University, Otterbein College, and Capital University. The colleges request placement of many students in a variety of field laboratory experiences for purposes including observation and participation, student teaching and other related field experiences, and for research projects. In exchange for these services, tuition authorizations are made for school district professional staff who wish to enroll in college or university courses.

PLEASE INDICATE YOUR WILLINGNESS AS A STAFF MEMBER TO PARTICIPATE IN THE VARIOUS FIELD EXPERIENCE ACTIVITIES AND SERVICES AS A COOPERATING TEACHER.

(Check the appropriate box in each field experience area below.)

	I am willing to participate	I am not willing to participate
STUDENT TEACHING	<input type="checkbox"/>	<input type="checkbox"/>
OBSERVATION & PARTICIPATION	<input type="checkbox"/>	<input type="checkbox"/>
TUTORING	<input type="checkbox"/>	<input type="checkbox"/>
RESEARCH PROJECTS	<input type="checkbox"/>	<input type="checkbox"/>

Note: To qualify as a cooperating classroom teacher, a teacher shall hold the appropriate standard certificate, have a minimum of three years of successful classroom teaching experience, including at least one year of experience in the field for which the service is being provided, with at least one year of experience in the system.

WESTERVILLE CITY SCHOOLS

**REQUEST FOR ASSAULT LEAVE**

\_\_\_\_\_  
DATE

THIS FORM MUST BE COMPLETED PRIOR TO THE GRANTING OF ASSAULT LEAVE.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
BUILDING

Date and time of occurrence \_\_\_\_\_

Place where assault occurred \_\_\_\_\_

Identification of individual(s) causing the assault (if known) \_\_\_\_\_

\_\_\_\_\_  
Facts and circumstances surrounding the assault (please attach another sheet of paper if necessary).

Please attach a certificate from your physician describing the nature of the injury sustained causing your absence.

A teacher who is injured by an assault as defined in the Master Contract between the Association and the Board and has exhausted all of his/her assault leave and sick leave may request additional sick leave by resubmitting this form and checking this box.

Please indicate the number of additional sick leave days you are requesting \_\_\_\_\_.

\_\_\_\_\_  
Principal (Signature does not indicate approval or disapproval)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
**Superintendent / Designee**

WESTERVILLE CITY SCHOOLS  
**REQUEST FOR PERSONAL LEAVE**

\_\_\_\_\_  
Today's Date

1. This form must be completed not later than two (2) work days after the employee returns to duty from personal leave.
2. Advance notice to the principal (or his/her designee) is required and shall be due in person, by written notice, or by telephone as soon as possible before the employee goes on leave.
3. (A) Employee's Name \_\_\_\_\_ (B) Subject/Grade \_\_\_\_\_  
(C) Building(s) \_\_\_\_\_ (D) Days (or ½ days) requested \_\_\_\_\_  
(E) Date(s) of Leave \_\_\_\_\_

4. Reasons for Leave (Please check one):

- \_\_\_\_\_ A. Emergency situations.
- \_\_\_\_\_ B. \* Personal business which cannot be handled outside working hours. No further explanation will be required. However, this category cannot be used for purposes of rest, recreation, engaging in gainful employment or vacation.
- \_\_\_\_\_ C. Unrestricted (Limited to one (1) day per contractual year).
- \_\_\_\_\_ D. Unusual circumstances (Please check all that apply):
  - \_\_\_\_\_ 1. entails accumulated use beyond three (3) days;
  - \_\_\_\_\_ 2. on the day preceding or the day following a holiday, vacation period or during the first or last week of school, or any Friday in the month of May;
  - \_\_\_\_\_ 3. other.

I hereby request paid personal leave as indicated: (½ day - a.m. or p.m.?)

A. Date(s) of leave \_\_\_\_\_ Total Days \_\_\_\_\_

B. Reason(s) \_\_\_\_\_

**I certify I have used personal leave as indicated above.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Principal/Supervisor

\* If personal leave is taken for this reason on the day preceding or the day following a holiday or vacation period, or during the first or last week of school, or any Friday in the month of May, the employee must submit written reasons for the request, in advance, to the Superintendent.

Distribution:

- Superintendent
- Treasurer ....
- Human Resources
- Principal
- Applicant

\_\_\_\_\_  
Superintendent / Designee      Date



WESTERVILLE CITY SCHOOLS

**REQUEST FOR LEAVE**

\_\_\_\_\_ Date

Instructions: Submit all four copies to the Superintendent's Office for action. Please refer to the appropriate Sections of the contract between the Board and the Association when filling out this form.

NAME: \_\_\_\_\_ BUILDING: \_\_\_\_\_

REQUESTED LEAVE DATES: \_\_\_\_\_ Subject/Grade: \_\_\_\_\_

TYPE OF LEAVE REQUESTED: (Check One)

- |  |  |
|--|--|
| _____ 1. Jury Duty and Compulsory Appearance | _____ 5. Unpaid (Specify)  |
| _____ 2. Military Duty                       | _____ a. Medical (Please attach a physician's statement if you check this line.) |
| _____ 3. Religious Leave                     | _____ b. Child Care  |
| _____ 4. Professional Leave *                | _____ c. Short Term*   |
|  | _____ d. Other   |

DESTINATION: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

\*REQUEST FOR REIMBURSEMENT FOR PROFESSIONAL LEAVE  
 (If Applicable)

ESTIMATED COSTS: (To be completed by the unit member)

Substitute ( __ days @ \$ _____ per day) .....	\$ _____
Travel (Car or plane fare) .....	\$ _____
Meals ( __ days @ \$ _____ per day) .....	\$ _____
Registration Fees .....	\$ _____
Lodging ( __ nights @ \$ _____ per night) .....	\$ _____
Miscellaneous .....	\$ _____
TOTAL:	\$ _____

\* A qualified substitute and adequate lesson plans have been secured for the period of the short term leave request.

\_\_\_\_\_  
 Date Approved Applicant

\_\_\_\_\_  
 Principal

**Superintendent / Designee**

**Office Use Only**

TOTAL SUB COSTS \$ \_\_\_\_\_ for this activity.

Charge to: \_\_\_\_\_  
 Fund Function Object Oper. Unit

FUNDING AUTHORIZED BY: \_\_\_\_\_

- Distribution:  
 Superintendent  
 Treasurer  
 Human Resources  
 Principal  
 Applicant

WESTERVILLE CITY SCHOOLS

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Initial Distribution of Form

Name of Grievant:

1. Superintendent

\_\_\_\_\_

2. Principal or Immediate Supervisor

Building \_\_\_\_\_

3. Association President

4. Grievant

---

LEVEL I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance and Relief Sought (Attach a signed and dated sheet)

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Disposition of Principal or Supervisor (Attach a signed and dated sheet)

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

---

LEVEL II

A.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

B. Date Submitted to Superintendent or Designee \_\_\_\_\_

C. Disposition of Superintendent or Designee (Attach a signed and dated sheet)

\_\_\_\_\_  
Signature of **Superintendent / Designee**

Date

---

LEVEL III  
(See Form Neg. L)

WESTERVILLE CITY SCHOOLS

**LEVEL III**

**DEMAND FOR ARBITRATION**

DATE: \_\_\_\_\_

TO: (Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City and State) \_\_\_\_\_

The undersigned, a party to an arbitration agreement contained in a written contract, dated \_\_\_\_\_, providing for arbitration, hereby demands arbitration thereunder.

(Attach arbitration clause or quote hereunder.)

NATURE OF DISPUTE:

RELIEF SOUGHT:

You are hereby notified that copies of our arbitration agreement and of this demand are being filed with the American Arbitration Association at its \_\_\_\_\_ Regional Office, with the request that it commence the administration of the arbitration.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

Telephone \_\_\_\_\_

WESTERVILLE CITY SCHOOL BOARD OF EDUCATION, WESTERVILLE, OHIO

**CERTIFICATED CONTRACT**

**\_\_\_\_\_ YEAR LIMITED CONTRACT**

Unit Member's Name  
 Street  
 City, State, Zip

An agreement between the Board of Education herein referred to as "Board" and the above named person, herein referred to as "Employee" pursuant to applicable State Law and conditions of the Master Agreement.

WHEREAS, the Superintendent of Schools has recommended the employment of the Employee for a Limited Contract, and the Board has approved such recommendation:

NOW THEREFORE, the parties hereby enter into a Limited Contract beginning \_\_\_\_\_ and ending \_\_\_\_\_  
 Month/Day/Year Month/Day/Year

Contract Status \_\_\_\_\_ Full Time  
 \_\_\_\_\_ Part Time ( )

\_\_\_\_\_  
 Employee

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Board of Education, President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Treasurer

\_\_\_\_\_  
 Date

BOARD AGENDA DATE: \_\_\_\_\_

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the first day of June.

Keep the bottom copy and make every effort to return the top two copies to the Office of Human Resources on or before July 10th.

WESTERVILLE CITY SCHOOL BOARD OF EDUCATION, WESTERVILLE, OHIO

**CERTIFICATED CONTRACT**

**CONTINUING CONTRACT**

Unit Member's Name  
Street  
City, State, Zip

An agreement between the Board of Education herein referred to as "Board" and the above named person, herein referred to as "Employee" pursuant to applicable State Law and conditions of the Master Agreement.

WHEREAS, the Superintendent of Schools has recommended the employment of the Employee for a Continuing Contract, and the Board has approved such recommendation:

NOW THEREFORE, the parties hereby enter into a Continuing Contract beginning

\_\_\_\_\_  
Month/Day/Year

Contract Status \_\_\_\_\_ Full Time  
\_\_\_\_\_ Part Time ( )

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

BOARD AGENDA DATE: \_\_\_\_\_

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the first day of June.

Keep the bottom copy and make every effort to return the top two copies to the Office of Human Resources on or before July 10th.



# WESTERVILLE CITY SCHOOLS

Neg N(a) 2/16/07

## Continuing Contract Eligibility

Application/Recommendation Form  
Submitted to HR by November 1

**To be completed by educator**

Name \_\_\_\_\_

Current teaching assignment: \_\_\_\_\_

### A. LICENSE REQUIREMENT

In order to be eligible for continuing contract status, a teacher must hold either (a) a professional, permanent, or life certificate OR (b) a professional license. ORC 3319.08

Current License: \_\_\_\_\_

### B. EDUCATION REQUIREMENT

If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.

If a teacher holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows: (a) if the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license. (b) If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of graduate coursework must have been taken since the receipt of that first teaching certificate/license. ORC 3319.08

List applicable coursework to illustrate eligibility

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### C. SERVICE REQUIREMENT

In order for a teacher to be considered eligible for continuing contract status, he or she must have served in the district for a minimum number of years as follows (a) three years (not necessarily consecutive) within the last five-year period: or (b) two years, if the teacher previously held a continuing contract in another Ohio school district. ORC 3319.09[B]

List years of experience in Westerville City Schools

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To be completed by Principal/Supervisor**

Teacher observations:	date/time	satisfactory	unsatisfactory
1.		<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>

Recommendation

I recommend \_\_\_\_\_ for a continuing contract.

I do not recommend a continuing contract at this time. I recommend a \_\_\_ one or \_\_\_ two year limited contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WESTERVILLE CITY SCHOOLS**  
**Continuing Contract Eligibility**  
**(Licensed After January 1, 2011)**  
 Application/Recommendation Form  
 Submitted to HR by November 1

Neg N(b) 2/16/07

Name \_\_\_\_\_  
 Current teaching assignment: \_\_\_\_\_

**A. LICENSE REQUIREMENT**

*For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher: (a) holds a professional, senior professional, or lead professional license; (b) has held an educator's license for at least seven years.*

Current License with eff. date: \_\_\_\_\_  
 \_\_\_\_\_

**B. EDUCATION REQUIREMENT**

*If satisfactorily completed Section A need to have completed either of the following: (1) if the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license or (2) if the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.9.1*

List applicable coursework to illustrate eligibility

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**C. SERVICE REQUIREMENT**

*In order for a teacher to be considered eligible for continuing contract status, he or she must have served in the district for a minimum number of years as follows (a) three years (not necessarily consecutive) and have worked under the educator license for at least seven years*

List years of experience with Educator License

\_\_\_\_\_  
 \_\_\_\_\_

Teacher observations:	date/time	satisfactory	unsatisfactory
1.		<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>

Recommendation

I recommend \_\_\_\_\_ for a continuing contract.

I do not recommend a continuing contract at this time. I recommend a \_\_\_ one or \_\_\_ two year limited contract.

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

WESTERVILLE CITY SCHOOL BOARD OF EDUCATION, WESTERVILLE, OHIO

**CERTIFICATED CONTRACT**

**SUPPLEMENTAL CONTRACT**

Unit Member's Name  
Street  
City, State, Zip

An agreement between the Board of Education herein referred to as "Board" and the above named person, herein referred to as "Employee" pursuant to applicable State Law and conditions of the Master Agreement.

WHEREAS, the Superintendent of Schools has recommended the employment of the Employee for a Supplemental Contract, and the Board has approved such recommendation:

NOW THEREFORE, the parties hereby enter into a One-Year Contract for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
Month/Day/Year Month/Day/Year

Contract Status \_\_\_\_\_ Full Time  
\_\_\_\_\_ Part Time ( % )

Supplemental Position: \_\_\_\_\_

Compensation: Schedule \_\_\_\_\_ Experience Step \_\_\_\_\_ Salary \_\_\_\_\_

_____ Employee	_____ Date
_____ Board of Education, President	_____ Date
_____ Treasurer	_____ Date

BOARD AGENDA DATE: \_\_\_\_\_

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the first day of June.

Keep the bottom copy and make every effort to return the top two copies to the Office of Human Resources on or before July 10th.



WESTERVILLE CITY SCHOOL BOARD OF EDUCATION, WESTERVILLE, OH.

**SALARY NOTICE**

SCHOOL YEAR \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Name Effective Date

You are hereby notified that your salary will be calculated as shown below. Salaries are based upon negotiated salary schedules.

---

BASE SALARY*	( _____ )	\$ _____
IN-SERVICE	X	\$ _____
	\$	_____
	No. Amount	
SUPPLEMENTALS	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	TOTAL SALARY	\$ _____

\* Initial placement for teachers new to the district is subject to official verification

WESTERVILLE CITY SCHOOLS  
Office of Human Resources

**ASSIGNMENT NOTICE**

20\_\_\_\_ - \_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

This is to advise you that your assignment for next year is as follows:

\_\_\_\_\_  
BUILDING

\_\_\_\_\_  
GRADE LEVEL OR SUBJECT AREA(S)

Please contact your building principal for additional information if required.

WESTERVILLE CITY SCHOOL BOARD OF EDUCATION, WESTERVILLE, OHIO

**PROBATIONARY**

**\_\_\_\_\_ YEAR LIMITED CONTRACT**

Unit Member's Name  
Street  
City, State, Zip

An agreement between the Board of Education herein referred to as "Board" and the above named person herein referred to as "Employee" pursuant to applicable State Law and conditions of the Master Agreement.

WHEREAS, the Superintendent of Schools has recommended the employment of the Employee for a Probationary Limited Contract, and the Board has approved such recommendation:

AND WHEREAS, specific reasons for issuance of the Probationary Limited Contract and the recommended action(s) directed at correcting areas of necessary improvement are attached;

AND WHEREAS, failure of the employee to correct the problems specified may result in subsequent action to non-renew the Employee's contract pursuant to the Master Contract between the Westerville Education Association and the Board:

NOW THEREFORE, the parties hereby enter into a Probationary Limited Contract beginning \_\_\_\_\_ and ending \_\_\_\_\_

Month/Day/Year Month/Day/Year

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

BOARD AGENDA DATE: \_\_\_\_\_

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the first day of June.

Keep the bottom copy and make every effort to return the top two copies to the Office of Human Resources on or before July 10th.

WESTERVILLE CITY SCHOOLS  
**TEACHER GROWTH/EVALUATION**

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Building

\_\_\_\_\_  
Assignment (Grade Level, Subjects)

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
School Year

Pre-Conference Date \_\_\_\_\_

Goals:

- 1.
- 2.
- 3.

Post-Conference Date \_\_\_\_\_

Assessment comments, notes, interim conference dates.

I request that a copy of this form be placed in my official Personnel File.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

WESTERVILLE CITY SCHOOLS

**TEACHER GROWTH CONFIRMATION RECORD**

\_\_\_\_\_ completed the Teacher Growth/Evaluation process  
(Teacher)  
during the \_\_\_\_\_ school year.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

This form will be placed in the teacher's Personnel File.

WESTERVILLE CITY SCHOOLS

**REQUEST FOR TRANSFER TO A POSTED POSITION**

THIS FORM MUST BE SUBMITTED TO THE SUPERINTENDENT PRIOR TO THE CLOSING OF THE POSTED POSITION. Please refer to the Master Contract between the Association and the Board before completing this form.

Date \_\_\_\_\_

Name \_\_\_\_\_  
(Last) (First) (Middle or Maiden)

School \_\_\_\_\_ Employee I.D. \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
\_\_\_\_\_

**Posted Position for which you are requesting consideration:**

Date of Posting \_\_\_\_\_

Building \_\_\_\_\_

Department or Grade Level \_\_\_\_\_

Subject (if applicable) \_\_\_\_\_

Closing Date \_\_\_\_\_

**Present teaching assignment:**

Building \_\_\_\_\_

Department or Grade Level \_\_\_\_\_

Subject (if applicable) \_\_\_\_\_

**Certification:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Unit Member Date

**WESTERVILLE CITY SCHOOLS  
NOTIFICATION OF EXTENDED SICK LEAVE**

**Instructions:**

This form shall be submitted to the Human Resources Office as soon as you become aware of an extended absence of more than ten (10) days of sick leave.

If you become aware that your absence is going to be longer than indicated on this form, you should call the Human Resources Office to obtain a new form to update your status.

If you become aware that you can return sooner than indicated on this form, you should contact the Human Resources Office to inform them of your new return date.

The dates of the absence period are based on the best information available to you at the time of completing this form.

You shall complete Neg. Form D (**Sick Leave Affidavit**) not later than the second work day after your return to work.

NAME: \_\_\_\_\_ BUILDING(S): \_\_\_\_\_  
Date \_\_\_\_\_

EMPLOYEE I.D.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRADE/SUBJECTS: \_\_\_\_\_

(1) STARTING DATE OF ABSENCE PERIOD \_\_\_\_\_

(2) ENDING DATE OF ABSENCE PERIOD \_\_\_\_\_

TOTAL DAYS \_\_\_\_\_

(3) REASON\* \_\_\_\_\_  
\_\_\_\_\_  
(If illness, specify personal or family)  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\* You have a right to, under the Federal Medical Leave Act, up to twelve (12) weeks of leave in a twelve (12) month period for a serious personal or family health condition. If your accrued paid leave runs out, and you have not yet exhausted your twelve (12) weeks of Federal Medical Leave entitlement, you may continue your leave of absence on an unpaid basis by completing a Neg. Form J (Request for Leave). This notice serves to inform you that this paid leave of absence may be counted toward your Federal Medical Leave entitlement, if eligible.

- Copies To:
- 1. Director of Human Resources
  - 2. Treasurer
  - 3. Immediate Supervisor
  - 4. Unit Member

WESTERVILLE CITY SCHOOLS - Benefit Summary		
BENEFITS	HSA	
	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital Semi-Private Room	100% after deductible	70% after deductible
Intensive Care Unit	100% after deductible	70% after deductible
Cardiac Care Unit	100% after deductible	70% after deductible
Special Care Unit	100% after deductible	70% after deductible
Operating Room	100% after deductible	70% after deductible
Delivery Room	100% after deductible	70% after deductible
Labor Room	100% after deductible	70% after deductible
Newborn Care	100% after deductible	70% after deductible
Outpatient Office Visits (with diagnosis)	100% after deductible	70% after deductible
Outpatient Office Visit (Well or preventative)	100%	70% after deductible
Newborn Hospital	100% after deductible	70% after deductible
Well Baby Care & Immunization	100%	70% after deductible
Well Baby Care	100%	70% after deductible
Inpatient Therapy	100% after deductible	70% after deductible
Urgent Care	100% after deductible	70% after deductible
Recovery Room	100% after deductible	70% after deductible
In-Hospital Path. & Lab.	100% after deductible	70% after deductible
Radiology	100% after deductible	70% after deductible
IV Solution and Supplies	100% after deductible	70% after deductible
Chiropractor X-rays	100% after deductible	70% after deductible
Chiropractic Office Visits	100% after deductible	70% after deductible
Physical Therapy	100% after deductible	70% after deductible

Limited to 40 visits.



	Network and Non-network benefits are limited as follows; 20 visits of physical therapy 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehab 36 visits of cardiac rehab per year	
<b>Pre-Admission Testing</b>	100% after deductible	70% after deductible
<b>Diagnostic Testing &amp; Laboratory (ex. x-ray, cat scan, MRI)</b>	100% after deductible	70% after deductible
<b>Outpatient Diagnostic Services - Preventative</b>	100%	70% after deductible
<b>Hospital Doctor Visits</b>	100% after deductible	70% after deductible
<b>Anesthesia</b>	100% after deductible	70% after deductible
<b>Emergency Surgery</b>	100% after deductible	70% after deductible
<b>Surgery (Medically Necessary)</b>	100% after deductible	70% after deductible
<b>Physician Consultation Inpatient</b>	100% after deductible	70% after deductible
<b>Psychiatric &amp; Substance Abuse Outpatient</b> Limited to 50 visits per benefit period.	100% after deductible	70% after deductible
<b>Psychiatric and Substance Abuse Inpatient Hospital (semi-private room)</b> Limited to 60 days per benefit period.	100% after deductible	70% after deductible
<b>Routine Adult Physical</b>	100%	70% after deductible
<b>Routine Eye Exam - One every year</b>	100%	70% after deductible
<b>Allergy Injections with office visit</b>	100% after deductible	70% after deductible
<b>Home Health Care</b>	100% after deductible	70% after deductible
<b>Skilled Nursing Facility Care</b>	100% after deductible	70% after deductible
<b>Hospice (Terminally Ill)</b>	100% after deductible	70% after deductible
<b>Routine Pap Smear</b>	100%	70% after deductible
<b>Screening Mammography (explain limits)</b> Limited to 1 per benefit period.	100%	70% after deductible
<b>Diagnostic Mammography</b>	100% after deductible	70% after deductible
<b>Assistant Surgery</b>	100% after deductible	70% after deductible
<b>Personal Care Items</b>		Not Covered
<b>Emergency Accident</b>		100% after deductible

<b>Emergency Medical Care</b>	100% after deductible	
<b>Ambulance (Medically Necessary)</b>	100% after deductible	100% after deductible
<b>Human Organ Transplant (Tissue and Organ Combined)</b>	100% after deductible	70% after deductible Limited to \$30,000 per transplant.
<b>Private Duty Nursing</b>	See Home Health Care and Skilled Nursing	
<b>Durable Medical Equipment</b>	100% after deductible	70% after deductible
<b>Accidental Dental Traumas</b>	100% after deductible	100% after deductible
<b>TMJ Services</b>	100% after deductible	70% after deductible
<b>Artificial Limbs/Eyes (Initial/Replacement)</b>	100% after deductible	70% after deductible
<b>Oral Surgery (In-Patient Hospital)</b>	Not covered, except as required for direct treatment of acute traumatic injury, cancer, or obstructive sleep apnea.	
<b>Jaw Surgery (Medically Necessary)</b>	Not covered, except as required for direct treatment of acute traumatic injury, cancer, or obstructive sleep apnea.	
<b>Dialysis</b>	100% after deductible	70% after deductible
<b>Chemotherapy - Outpatient</b>	100% after deductible	70% after deductible
<b>Focused Second Opinion for Elective Surgery</b>	100% after deductible	70% after deductible
<b>Sterilization</b>	100% after deductible	70% after deductible
<b>Reversal of Sterilization</b>	Not Covered	
<b>Prescription Drugs (Retail Pharmacy)</b>	100% after deductible	70% after deductible
<b>Birth Control Pills/Services</b>	100% after deductible	70% after deductible
<b>Prescription Drugs (Mail Order)</b>	100% after deductible	70% after deductible
<b>Deductible (calendar year)*</b>		
<b>Single</b>	\$1,250	\$2,500
<b>Family</b>	\$2,500	\$5,000
<b>Co-Insurance Out-of-Pocket Maximum (calendar year) (Deductible not included)</b>		
<b>Single</b>	\$0.00	\$2,500
<b>Family</b>	\$0.00	\$5,000
<b>Maximum Out-of-Pocket (calendar year)</b>		

\*Amounts are regulated by IRS and subject to change.

<b>Deductible &amp; Coinsurance</b>		
<b>Single</b>	\$1,250.00	\$5,000
<b>Family</b>	\$2,500.00	\$10,000
<b>Lifetime Maximum Benefit</b>	Unlimited	Unlimited
<b>Dependent Age Limit</b>	To the end of the month of 26th birthday. From the age 26 – 28 for an additional cost.	
<b>Pre-existing Condition Waiting Period (New Hires)</b>	None	None
<b>Health Care Management/Pre-certification Requirements</b>	<u>Precertification</u> is required for some health care services. Precertification is handled by network providers. If you are admitted to a non-network facility please call Medical Mutual to precertify the admission at the number on the back of your identification card.	

**PREVENTATIVE CARE SERVICES (AS OF JANUARY 1, 2013)**

Preventative Care benefits may vary based on the age, sex, and personal history of the individual, and as determined appropriate by the administrator's clinical coverage guidelines. Screenings and other services are generally covered as Preventative Care for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service. **Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventative Care for that condition but instead benefits will be considered under the Diagnostic Services benefit.**

Some **examples** of Preventative Care Covered Services are:

- Routine or periodic exams, including school enrollment physical exams. (Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, are not Covered Services.) Examinations include, but are not limited to:
  1. Well-baby and well-child care, including child health supervision services, based on American Academy of Pediatric Guidelines. Child health supervision services include, but are not limited to, a review of a child's physical and emotional status performed by a Physician, or by a Health Care Professional under the supervision of a Physician, in accordance with the recommendations of the American Academy of Pediatrics, and includes a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests.
  2. Adult routine physical examinations.
  3. Pelvic examinations.
  4. Routine EKG, Chest XR, laboratory tests such as complete blood count, comprehensive metabolic panel, urinalysis.
  5. Annual dilated eye examination for diabetic retinopathy, subject to provider coding.
- Immunizations (including those required for school), following the current Childhood and Adolescent Immunization Schedule as approved by the Advisory Committee on Immunization Practice (ACIP), the American Academy of Pediatrics (AAP), and the American Academy of Family Physicians (AAFP). For adults, the Administrator follows the Adult Immunization Schedule by age and medical condition as approved by the advisory Committee on Immunization Practice (ACIP) and accepted by the American College of Gynecologists (ACOG) and the American Academy of Family Physicians.

These include, but are not limited to:

1. Hepatitis A vaccine
2. Hepatitis B vaccine
3. Hemophilus influenza b vaccine (Hib)
4. Influenza virus vaccine
5. Rabies vaccine
6. Diphtheria, Tetanus, Pertussis vaccine
7. Mumps virus vaccine
8. Measles virus vaccine
9. Rubella virus vaccine
10. Poliovirus vaccine

- Screening examinations:
  1. Routine vision screening for disease or abnormalities, including but not limited to diseases such as glaucoma, strabismus, amblyopia, cataracts;
  2. Routine hearing screening.
  3. Routine screening mammograms;
  4. Routine cytologic and Chlamydia screening (including pap test);
  5. Routine bone density testing for women;
  6. Routine prostate specific antigen testing;
  7. Routine colorectal cancer examination and related laboratory tests.

**WESTERVILLE CITY SCHOOLS – Dental Benefit Summary**

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Class I Benefits</b>			
<b>Diagnostic and Preventive Services</b> – includes exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> – to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> – to detect oral cancer	100%	100%	100%
<b>Radiographs</b> – X-rays	100%	100%	100%
<b>Class II Benefits</b>			
<b>Minor Restorative Services</b> – includes fillings	80%	80%	80%
<b>Periodontic Services</b> – to treat gum disease	80%	80%	80%
<b>Periodontal Maintenance</b> – periodontal cleanings	100%	100%	100%
<b>Endodontic Services</b> – includes root canals	80%	80%	80%
<b>Oral Surgery Services</b> – extractions and dental surgery	80%	80%	80%
<b>Relines and Repairs</b> – to bridges and dentures	80%	80%	80%
<b>Other Basic Services</b> – misc. services	80%	80%	80%
<b>Class III Benefits</b>			
<b>Major Restorative Services</b> – includes crowns	50%	50%	50%
<b>Prosthodontic Services</b> – includes bridges and dentures	50%	50%	50%
<b>Class IV Benefits</b>			
<b>Orthodontic Services</b> – include braces	60%	60%	60%
<b>Orthodontic Age Limit -</b>	No Age Limit	No Age Limit	No Age Limit

\*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental’s Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

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