



WESTERVILLE CITY SCHOOLS

LICENSED/CERTIFICATED AND CLASSIFIED
ADMINISTRATOR

WAGE AND BENEFIT GUIDELINES

EFFECTIVE AUGUST 1, 2014-AUGUST 1, 2016

Master copy maintained in Superintendent's Office

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Salaried Certificated/Licensed Administrator Titles

Twelve (12) month Certificated/Licensed Administrators

Deputy Superintendent
Executive Director, Elementary Academic Affairs
Executive Director, Human Resources/Employee/Labor Relations
Executive Director, Secondary Academic Affairs
Director, Curriculum & Instruction Services
Director, HR Classified
Director, HR Certificated
Director, Teaching & Learning
Director, Special Education
Director, Preschool
Director, Assessment & Alt. Education Services
Principal, High School
Administrative Intern (12 Month)

Eleven (11) month Certificated/Licensed Administrators

Elementary and Middle School Principal

Assistant, Elementary, Middle & HS School Principal
High School Athletic & Activities Director
Coordinator, Curriculum
Coordinator, Special Education
Coordinator, Gifted Education
Coordinator, ESL & Special Education
Coordinator, Special Education Services (Disability Compliance and Civil Rights)
Coordinator, Career Technical Education & College Readiness
Coordinator, State/Federal Grants & CCIP
Administrative Intern (11 Month)

The above Salaried Certificated/Licensed Administrators follow the Ohio Revised Code rules and regulations for eligibility with the State Teachers Retirement System (STRS).

These administrative positions require a certificate or license through the Department of Licensure of the Ohio Department of Education.

Salaried Classified Administrators Titles

Twelve (12) month Classified Administrators

Executive Director, Facilities & Operations
Executive Director, Communication and Technology
Director, Purchasing & Logistics
Director, IT
Director, Facilities
Assistant Treasurer
Manager, Custodians
Manager, Food Services
Manager, Building Infrastructure
Assistant Manager, Transportation
Assistant Manager, Food Services

Eleven (11) month Classified Administrator

Coordinator, Minority Student Achievement

The above Salaried Classified and/or Licensed Administrators follow the Ohio Revised Code rules and regulations for eligibility with the School Employees Retirement System (SERS).

I. PERSONNEL FILES

- A. Each Certificated/Licensed and Classified Administrator shall have only one (1) personnel file, which shall be maintained in the Office of Human Resources of the Board of Education.
- B. Records shall be examined in the presence of the Superintendent/Designee and shall not be removed from the immediate area.

II. JOB DESCRIPTION AND EVALUATION OF PERFORMANCE

- A. Information regarding job descriptions is provided in Policy 1400 *Job Descriptions* of the Westerville City Schools Bylaws and Policies.
- B. In addition to the specific job description, all administrators are expected to perform their duties in accordance with Policy 1200 *Administrator Ethics* of the Westerville City Schools Bylaws and Policies.
- C. Each administrator shall be evaluated according to the Westerville City Schools Policy 1530 *Evaluation of Principals and Other Administrators*.

III. SALARY PROCEDURES

- A. Salary Ranges (See Appendix A)
 - 1. Individual compensation will be based on objective measures. The Board of Education feels that good measures do the following:
 - a) Provide a way to see if our strategies are working;
 - b) Focus administrator’s attention on what matters most to the success of the district as aligned with the district’s established goals;
 - c) Allow measurement of internal and external accomplishments, not just of the work that is performed;

- d) Provide a common language for communication clearly aligned with the district established goals;
- e) Are explicitly defined in terms of owner, unit of measure, collection frequency, data quality, expected value (targets);
- f) Are valid, to ensure measurement of the right things;
- g) Are verifiable, to ensure data collection accuracy.

The Board by resolution may establish an amount of funds, either a specific amount or a percentage above the amount expended the previous fiscal year for administrator salaries, for salary adjustments of the individuals in the positions listed in Appendix A of the Administrative Guidelines. Adjustments shall be determined on an individual basis by the Superintendent within the salary ranges set forth in Appendix A. Determinations regarding adjustments will be based upon criteria established by the Superintendent. Nothing in this policy shall be construed as guaranteeing an individual an increase in salary. The total amount of salary adjustments for all individuals employed in the administrator positions listed in Appendix A shall not exceed the total amount approved by the Board.

For 2014-15 SY, an Administrator whose current base salary is within the range provided for in Appendix A for his/her current job description will receive a 3% base salary increase. In order to ensure that all administrators receive a base salary that is within the range provided for in Appendix A for his/her current job assignment, an administrator whose base salary is less than the range will receive a minimum of a 6% increase.

During FY 15, a committee will be established to develop a Performance Based Evaluation System for Administrators.

Effective July 1, 2014, personal vehicle and electronic communication allowances were converted to salary.

If the Board determines for financial reasons to freeze increases or increases in base salary it may do so and the provisions in these guidelines for base salary increases does not obligate the Board in any manner to implement the increases.

B. Hours of Work/Calamity Days

1. A calamity day is a school day when school is closed due to epidemic or other calamity.
2. All Certificated/Licensed and Classified Administrators should report to work on a calamity day unless the Superintendent/Designee determines there is a serious risk to personal safety. Administrators will not be charged leave if the Superintendent/Designee determines it is unsafe to report to work.
3. Certificated/Licensed and Classified Administrators will not be compensated for working on make-up calamity days.

C. Early Release/Delayed Start

1. An early release/delayed start is a school day when school or the work day is shortened due to calamity or activity approved by the Superintendent.
2. Certificated/Licensed and Classified Administrators will work on an early release/delayed start.
3. Certificated/Licensed and Classified Administrators will not receive additional compensation for working on an early release/delayed start.

D. Service Credit

1. Years of service upon employment:
 - a) Actual years of military service pursuant to the provisions of the Ohio Revised Code sections 3319.085 and 5923.05.
 - b) Years of experience that may be granted by the Superintendent for job related experience.
2. The Board agrees that one hundred twenty (120) work days in a full time classification within a work year (August 1-July 31) shall constitute one (1) year of service credit.

E. Severance Pay

1. General

Severance pay shall be a one-time, lump-sum payment to eligible Certificated/Licensed and Classified Administrators according to the following provisions.

2. Eligibility

Certificated/Licensed and Classified Administrator's eligibility for severance pay shall be determined as of the final date of employment. The criteria are as follows:

- a) A Certificated/Licensed or Classified Administrator retires from the Westerville City School District. In addition, the estate of an Administrator is eligible for severance if the Administrator was eligible for STRS or SERS retirement or disability retirement benefits and was in the active service of the Westerville City School district at the time of his/her death.
- b) A Certificated/Licensed or Classified Administrator who previously retired and separated from the district.
- c) Retirement shall be defined as a disability or service retirement as specified in the Ohio Revised Code and the rules and regulations of the appropriate retirement system: State Teachers Retirement System (STRS) or State Employees Retirement System (SERS).
- d) The Certificated/Licensed or Classified Administrator must be eligible for a disability or service retirement as of his/her last date of employment with the Board. The Certificated/Licensed or Classified Administrator must, within one hundred twenty (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. (The only exception to the requirements above is for an Administrator who has twenty (20) years of service credit with the Westerville School Board. Said Administrator shall be eligible to receive

severance pay after receiving his/her first benefit check from STRS or SERS providing the Administrator has not worked for another school district or political subdivision of the State of Ohio since his/her last day of employment with the Westerville Board of Education and provided said benefit check is received no later than five (5) years after the last day of employment with the Westerville Board of Education.

e) A Certificated/Licensed or Classified Administrator must not have less than ten (10) years of service with the Westerville district, the state, or its political subdivisions. An Administrator with less than ten (10) years experience in the Westerville City School district will be paid severance, pro-rated for each year of service in the Westerville City Schools (i.e. 1/10 of 70 days) only on those sick leave days accumulated during employment with the Westerville City Schools. Eligibility for severance is stated under the provisions of E.2.a and E. 2. b. above.

f) The Certificated/Licensed or Classified Administrator must sign a form provided by the Board when he/she picks up the district's severance pay check certifying that all of the above eligibility criteria have been met.

g) Service credit for those Certificated/Licensed or Classified Administrators employed by the Franklin County Educational Service Center and assigned full time with the Westerville City Schools shall be counted for severance purposes per E.2.D above.

3. Benefit Calculation

a) For any Certificated/Licensed or Classified Administrator hired prior to August 1, 2014, who meets the eligibility requirements of this Article shall receive severance payment of accrued and unused sick leave to a maximum of seventy-two (72) days on a per diem rate (see 3.b. below)

A Certificated/Licensed or Classified Administrator who began employment on or after August 1, 2014, who meets the eligibility requirements of this Article shall receive severance at the rate of one (1) day of severance for every four (4) days of up to a maximum of 255 days of accrued and unused sick leave and per diem rate (see 3.b. below).

b) For any Certificated/Licensed or Classified Administrator hired prior to January 1, 2011, the per diem rate for severance and unused vacation shall be calculated by dividing 185 days into the Administrator's highest Westerville City School annual salary.

Certificated/Licensed or Classified Administrator hired after January 1, 2011, will have severance calculated on the actual number of days worked according to their employment contract.

c) A Certificated/Licensed or Classified Administrator, who upon retirement has exceeded the 255 sick leave days (see Section VII, Leave, Sick), shall receive one additional day of severance pay for every increment of ten (10) days above the 255 day limit.

d) Receipt of severance pay shall eliminate all sick leave credit accrued by the Administrator.

e) Upon the death of a Certificated/Licensed or Classified Administrator, severance pay shall be provided to his/her estate or in accordance with Revised Code Section 2113.04 If the Administrator was eligible for STRS or SERS retirement or disability retirement benefits at the time of his/her death and in the active service of the Westerville City Schools. The calculation of this benefit shall be the same as explained above in 3 a. b. and c.

4. Severance Pay/Accumulated Leave Plan

All Administrative Employees turning fifty-five (55) or older in the calendar year, in which they retire, shall take part in the Accumulated Leave Plan for Westerville Schools Employees. Employees fifty-four (54) years old or younger in the calendar year in which they retire are not eligible to participate in the Accumulated Leave Plan. It is understood that the vendor used by the

Treasurer's office for this retirement plan does not charge a fee for the transmittal.

- a) If a retiring member is a participant in the Accumulated Leave Plan, the employer contribution shall be made in a lump sum to the company on his/her behalf under the Accumulated Leave Plan in an amount equal to the lesser of:
 - (1) The total amount of the participant's severance pay, or
 - (2) The maximum contribution amount allowable under the terms of the Accumulated Leave Plan.
- b) To the extent that an Accumulated Leave Plan participant's pay exceeds the maximum amount allowable under the Accumulated Leave Plan for a calendar year, the excess amount shall be payable to the retired employee in a lump sum within 30 days following the payment made to the Accumulated Leave Plan.
- c) If an Administrative employee is entitled to have a contribution paid to an Accumulated Leave Plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.
- d) This plan shall be effective for any qualified Administrative employees with a retirement date on or after July 1, 2014.

The estate of the Administrator will be paid earned severance pay as a death benefit in addition to any life insurance provided under this agreement.

IV. INSURANCE

Insurance benefits contained in these guidelines, including but not limited to premium and HSA contributions, are subject to modification at any time within the sole direction of the board.

The Certificated/Licensed or Classified Administrator will pay the total premium for all health insurance after twenty (20) consecutive workdays during an unpaid leave of absence except as required by the Family Medical Leave Act (FMLA).

A. Medical Insurance Benefits (Hospital, Surgical, Major Medical)

1. Full-time Certificated/Licensed or Classified Administrators:

Beginning with all pay periods occurring after August 1, 2012, the Board will pay the same percentage of the single premium and will pay the same percentage of the family premium as it does for individuals covered by the collective bargaining agreement between the Board and the Westerville Education Association (WEA).

2. Administrators who are less than 30 hours per week are not eligible for Health Insurance.

B. Effective January 1, 2006, the health insurance plan shall be amended to be a High Deductible Healthcare Plan (HDHP) and Health Savings Account (HSA).

1. High Deductible Healthcare Plan/Health Savings Account

a) The district shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

Deductible	Network	Non-Network
Single	\$1,300	\$2,500
Family	\$2,600	\$5,000
Out of Pocket Maximum		
Single	\$1,300	\$5,000
Family	\$2,600	\$10,000

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 Insurance Certificate.

b) A Health Savings Account (HSA) shall be available for each administrator 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 administrator 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. The HSA shall be maintained by the individual administrator 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 that the distribution is for qualified medical expenses.

2. Details and forms will be available from the Treasurer's Office 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.

3. Life Insurance (Term Life, Accidental Death, Dismemberment)

The Board will provide the Certificated/Licensed and Classified Administrator with a term life insurance policy of one and one-half (1 ½) times his/her highest annual salary. An Administrator who retires shall have the opportunity to convert (at his/her expense) the Life Insurance policy. Such conversion shall be according to the rules and procedures prescribed by the Life Insurance Carrier at the time the Administrator's retirement.

4. Dental Insurance

The Board will pay one hundred percent (100%) of the cost of the premium of the current dental program.

5. Vision Insurance

The Board will pay one hundred percent (100%) of the cost of the premium of the current vision program.

6. Flexible Spending Accounts (FSA)

The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA) for the payment of Administrators' 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 administrators who do not chose 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, and dental. A “Limited Use FSA (FSA 2)” shall be available to administrators with Health Savings Accounts and it shall be for dental, vision, but not for medical benefits except as provided by law.

The Flexible Spending Accounts are solely for the purpose of reducing current tax for administrators 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 administrators with language providing for recovery of funds if necessary. The Board does not guarantee any tax results associated with the FSA or HSA plans, and are not liable for any tax consequences for the members.

7. General Liability Insurance

The Board will pay one hundred percent (100%) of the cost of the premium for liability insurance: \$1,000,000 per incident up to an aggregate of \$2,000,000 (per location).

8. Employee Assistance Program (EAP)

- a) The Board of Education will provide an Employee Assistance Program (EAP).
- b) Employee participation in EAP is voluntary.
- c) All information derived from any employee or his/her immediate family involvement with EAP shall be confidential through the rules and regulations of HIPAA (Health Insurance Portability and Accountability Act of 1996). No information shall be released under any circumstances without prior written authorization of the employee. Such information shall not be placed in an employee’s file nor affect job security, the assignment, transfer, or eligibility for promotional opportunities.

V. Benefits

A. STRS and SERS PICK-UP

1. Except as provided elsewhere in this agreement, the Board will “pick-up” an Administrator’s contribution to the State Teachers Retirement System or School Employee Retirement System through the salary reduction method at no cost to the Board. For the purpose of State and Federal tax only, the Certificated / Licensed or Classified Administrator’s annual compensation shall be reduced by an amount equal to the difference between the total employee retirement contributions to STRS or SERS minus the amount “picked-up” by the Board. This practice will remain in effect so long as it is in accordance with state and federal law and regulations.

2. In addition to the salary reduction pick-up method set forth in paragraph 1 above, the Board will pay or “pick-up” 100% of the Administrator’s retirement contribution to the STRS or SERS. The Board “pick-up” will be capped at thirteen percent (13%). Any increase by STRS and SERS that result in a contribution higher than (13%) will NOT be part of the Board “pick-up” and will be paid by the administrator.

a) Pick-up on the Pick-up

The foregoing amounts (item 2) pick-up by the Board on behalf of the employee do not discharge, relieve or reduce the Board’s contributions required by Section 3307.28 of the Ohio Revised Code. In addition, the Board shall pay all retirement contributions on the amount “picked-up.” The retirement pick-up by the Board as set forth in (item 2) above shall be included in the Administrator’s earned income for retirement contribution purposes and there shall not be a reduction of the Administrator’s salary for the purpose of making this payment. The Board shall pay the cost of the pick-up on the pick-up. The parties intend that the retirement contribution paid by the Board under this provision be treated by the State Teachers Retirement System or School Employee Retirement System as a “pick-up of the pick-up.”

b) Medicare

Board shall pay on behalf of the Classified Administrators, the employee's share of Medicare payroll tax.

c) Payment for all paid leave, sick leave, personal leave and severance pay including unemployment and Workers' Compensation shall be based on the Administrator's daily rate of pay prior to pre-tax deduction of the pick-up.

d) Each Certificated/Licensed and Classified Administrator will be responsible for compliance with the Internal Revenue Service salary exclusion allowance with other tax deferred compensation plans.

e) If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this section, --A. "STRS and SERS PICK-Up", shall be declared null and void.

B. Tax Sheltered Programs

The Board agrees to provide the Administrator with tax sheltered programs. Contributions are made through payroll deductions.

C. Operational Allowances

1. Mileage Reimbursement

A Certificated/Licensed and Classified Administrator required in the course of his/her work to drive a personal vehicle for school purposes may elect to be reimbursed at the prevailing Internal Revenue Service (IRS) rate per mile.

Changes in the IRS rate will become effective the first month following IRS publication of such a change. For criteria relating to travel expenses refer to Department of Treasury, Internal Revenue Service Publication 463 Cat. No. 11081L.

2. Electronic Communication Expectation

A Certificated/Licensed and Classified Administrator is expected to have a cell phone to use for district related activities.

D. Administrator Professional Development

The Board will make available, funds for Professional /Meeting Expense, tuition and Membership over the term of the agreement. All requests should be made to the Certificated/Licensed and Classified Administrator's immediate supervisor for consideration. Only requests that are directly aligned with the goals of the district will be considered for funding.

1. Professional Conference/Meeting Expense

Requests must be submitted to the Certificated/Licensed and Classified Administrator's immediate supervisor using the Administrator Leave Form and funds will be available, prior to the event, to pay for approved travel, registration, accommodations and reimbursement for meals. Complete and submit the Administrator Leave Form (Appendix C).

2. Tuition Reimbursement

Money will be placed in a fund for reimbursing Certificated/Licensed and Classified Administrators for tuition expenses for graduate level work in the field of school administration or related areas. Requests must be submitted to the Administrator's immediate supervisor using the Administrator Leave Form (Appendix C).

Related areas are limited to:

- a) Renewal of the Administrator's certificate/license(s).
- b) Upgrade of a certificate/license.
- c) Professional growth as pre-approved by the Superintendent/Designee.
- d) Coursework must be completed during the fiscal year that the request is being submitted.

Reimbursement Procedures:

- e) Reimbursement will be for out of pocket expenses only.
- f) Submission of a paid tuition bill from an accredited college or university to the Superintendent will be cause for the Superintendent to have the Treasurer of the Board issue payment to the Administrator as soon as possible.

3. Membership to Professional Organizations

The Board will pay annual membership dues for a Certificated/Licensed and Classified Administrator.

VI. WORK SCHEDULE

A. Work Week

Under normal circumstances, the work week shall consist of five (5) consecutive days, Monday through Friday, for all hours scheduled by the Board. If abnormal circumstances exist, the Board may be required to adjust the work week.

B. Annual Work Schedule

- 1. The annual work schedule for a 12-month Certificated/Licensed and Classified Administrator shall be two hundred sixty (260) work days encompassing the first work day each August through the last workday of the following July.
- 2. The annual work schedule for an 11-month Certificated/Licensed and Classified Administrator shall be two hundred and thirty-eight (238) workdays. Unless an alternative schedule is mutually agreed upon between the administrator and his/her immediate supervisor prior to July 1st, the first work day will normally be nineteen (19) work days prior to the first day of classes for students each school year and the last work day will be seventeen (17) work days after the last day of student classes. Winter break and Spring break are not counted as workdays.
- 3. The actual number of workdays may vary from year to year depending upon the school calendar established by the Board.

C. Vacation

1. A twelve (12) month Certificated/Licensed and Classified Administrator shall earn vacation under the following schedule:

1-5 years	Sixteen (16) days
6-11 years	Twenty-one (21) days
12 years	Twenty-two (22) days
13 years	Twenty-three (23) days
14 years	Twenty-four (24) days
15 years	Twenty-five (25) days
16+ years	Twenty-six (26) days

Vacation shall accrue at a rate of 1/12 of the total vacation days per year.

2. Years of administrative experience in a school district or educational setting and/or district non-administrative experience will be counted to determine the number of earned vacation days as listed above. (Example: Teacher experience for Certificated Administrator or classified employee experience for Classified Administrator).

3. The operational needs of the school district require that vacation time, normally and to the extent possible, will be taken in those periods when the workload is relatively lighter than at other times. Requests to use earned vacation shall be submitted in writing to the Superintendent.

4. With the approval of the Superintendent, an employee may use vacation days as they are earned, or allow them to accumulate.

5. Vacation days may be used in one quarter (1/4) day increments.

6. A twelve (12) month Certificated/Licensed or Classified Administrator employed by the Board of Education prior to May 6, 2013 may "cash-in" up to fifteen (15) vacation days each contract year.

7. For twelve (12) month Certificated/Licensed or Classified Administrators employed by the Board of Education prior to May 6, 2014, the total number of vacation days may not exceed the equivalent of three (3) previous years earned accumulation as of July 31st. Unused vacation in excess of the three (3) years accumulation shall be added to accumulated sick leave or applied to retirement severance.

8. The following provision will apply to Certificated/Licensed or Classified Administrators newly hired on or after Board approval of this document, May 6, 2013, and for those Administrators currently employed by the district that are moved from a ten (10) or eleven (11) month contract to a twelve (12) month contract.

a) Item V.C.6 will not apply. "Cash-in" for unused vacation leave will not be permitted.

b) At the end of any contract year, up to ten (10) days of unused vacation leave may be carried over into the following contract year. The maximum amount of accrued and unused vacation shall not exceed thirty-five (35) days at any time under this contract. Upon separation from employment, the Board shall compensate a Certificated/Licensed or Classified Administrator at his/her current per diem rate of pay for all unused vacation leave accrued in the then current contract year, excluding any vacation leave carried over from a prior contract year.

D. Separation from Employment

Upon separation from employment, a Certificated/Licensed or Classified Administrator shall be entitled to compensation at a rate of pay calculated for severance, per (Item III. E. 3.a) for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the three years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current year. In the year of retirement, an Administrator may accumulate up to four (4) years as of July 31st.

In the case of the death of a Certificated/Licensed or Classified Administrator, such accrued and unused vacation leave and prorated portion for the current year shall be calculated per (Item III.E.3.a) and paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate.

E. Holidays

12-Month Certificated/Licensed or Classified Administrators will have the following holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	President's Day
Day Before Christmas	Good Friday
Christmas Day	Memorial Day
Independence Day	

11-Month Certificated/Licensed or Classified Administrators will have the following holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	President's Day
Day Before Christmas	Good Friday
Christmas Day	Memorial Day

If a paid holiday falls on a Saturday, it will be observed on the previous Friday. If a paid holiday falls on a Sunday, it will be observed on the following Monday.

VII. LEAVES

A. Paid Leaves

1. Sick Leave

a) Sick leave shall accrue at the rate of one and one-fourth (1-1/4) days per month (15 days per year) to a total of two hundred fifty- five (255) days. Sick leave shall not be earned during the term of unpaid leave consisting of 10 or more contract days in a given month. A Certificated/Licensed or Classified Administrator may use sick leave for personal illness, illness or death in the immediate family, pregnancy or exposure to a contagious disease. Sick leave for pregnancy may be used

for a period of up to twelve (12) weeks upon the birth or adoption of a child.

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 Certificated/Licensed or Classified Administrator's household.

b) Falsification of any kind regarding the need to use and/or the use of sick leave shall constitute sufficient grounds for the suspension or termination of employment

c) Sick leave shall not be earned during the term of any unpaid leave.

d) Sick leave will be calculated to the nearest quarter (1/4) hour.

e) Each new Certificated/Licensed or Classified Administrator or any Certificated/Licensed or Classified Administrator 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. If a Certificated/Licensed or Classified Administrator's employment ends before he/she has repaid the advanced sick leave, the per diem amount not paid back will be deducted from his/her last payroll check.

f) Certificated/Licensed and Classified Administrators shall notify the Superintendent of their absence on a daily basis at least one (1) hour prior to their starting time.

2. Personal Leave

a) All Certificated/Licensed and Classified Administrators shall be granted a maximum of four (4) days personal leave per year. Unused leave shall not accumulate from year to year. Any unused personal leave days shall be added to accumulated sick leave or retirement severance personal leave cash out as applicable as of August 1.

b) If the date the Certificated/Licensed or Classified Administrator needs to take personal leave is scheduled or known in advance he/she shall notify the Superintendent at least forty-eight (48) hours in advance of the leave date.

c) Personal days may be used in one quarter (1/4) day increments.

3. Jury Duty-Compulsory Court Appearance

a) A Certificated/Licensed or Classified Administrator, 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, as long as the employee is not engaged in pursuing a lawsuit against the district. The Certificated/Licensed or Classified Administrator shall receive his/her normal pay during jury service and retain any jury duty pay received from the court. A leave form shall be submitted when the Certificated/Licensed or Classified Administrator becomes aware of the need to use Jury Duty Leave. If a Certificated/Licensed or Classified Administrator is released from Jury Duty with one half or more of his/her workday remaining, the Certificated/Licensed or Classified Administrator shall return to the worksite.

b) A Certificated/Licensed or Classified Administrator who is subpoenaed to appear, as a witness in a school business/activity case, shall be granted paid leave for the number of days or partial days needed to give testimony, as long as the employee is not engaged in pursuing a lawsuit against the District. A written request shall be submitted to the Superintendent as soon as the need for such leave is known.

4. Assault Leave

A Certificated/Licensed or Classified Administrator shall be granted assault leave for up to twenty (20) days per contract year, in the event that injuries resulting from an assault render the Administrator unable to perform his/her duties. The assault leave will be granted to an Administrator who is assaulted during the performance of his/her official duties as an employee of the district.

5. Professional Leave

A Certificated/Licensed or Classified Administrator may be granted professional leave at the discretion of the Superintendent. Reimbursement for expenses, if any, will be determined by the Superintendent. Requests for professional leave shall be submitted to the Superintendent, prior to the leave, on the Administrator Leave Form.

6. Sabbatical Leave

Sabbatical Leave for one (1) year may only be granted after seven (7) years service as an Administrator in the district.

Understandings include the following:

- a) Prior request for leave will be submitted to the Superintendent.
- b) No more than one (1) Administrator will be granted leave during a school year.
- c) Compensation to the Administrator, upon return to duty, unless the Superintendent determines otherwise, will be the difference between his/her expected salary and the cost of the substitute Administrator hired to fill his/her position or a rate established by the Superintendent.
- d) Leave may not be used to engage in other employment, but rather to follow a course of professional growth approved by the Superintendent.

7. Military Leave

An Administrator 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. An Administrator's leave request shall be submitted to the Superintendent after the administrator becomes aware of the need to use military leave.

a) Military leave beyond one month per calendar year shall be granted to any administrator who is drafted, activated or recalled to active duty with any branch of the Uniformed Services, including the reserves, of the United States. Upon request, the administrator shall provide documentation from his/her military unit that the military service to be performed when on leave from work is pursuant to one or more of the following criteria: (1) an executive order issued by the President of the United States, (2) because of an act of Congress, or (3) because of an order to perform duty issued by the governor pursuant of Section 5919.29 of the Revised Code. At the expiration of military leave, the returning administrator shall be granted his/her position held prior to the leave if it is vacant.

b) Should the position be filled, the returning administrator shall be appointed to a position with equivalent contract status for which he/she is qualified. Compensation shall be in accordance with Revised Code 5923.05 and any other provision of state and federal law.

8. Religious Leave

a) An Administrator 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.

b) A request for such absence shall be made in writing to the Superintendent at least ten (10) school days prior to the religious holiday. Where the religious holiday occurs less than ten (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. Such absences shall not exceed three (3) days during the school year.

B. Unpaid Leaves

The Certificated/Licensed or Classified Administrator will pay the total premium for all health insurance after exhausting applicable FMLA rights and unpaid absence of twenty (20) consecutive workdays.

1. Leaves of Absence

a) A Certificated/Licensed or Classified Administrator, upon application, may be granted a leave of absence for up to two (2) years for illness, disability or for other reason approved by the Board.

b) The Certificated/Licensed or Classified Administrator's application for medical leave shall be accompanied by a physician's statement describing the need for such leave and the period of time during which the Certificated/Licensed or Classified Administrator is required to be relieved of his/her duties.

2. Short Term Leave

Short-term leave for five (5) days or less may be granted by the Board without pay. A request for said leave shall be submitted to the Superintendent at least five (5) days in advance of the requested starting date of leave.

3. Child Care

a) Child Care Leave

A Certificated/Licensed or Classified Administrator, who is the natural or adoptive parent of a child, shall be entitled to an unpaid leave of absence for the purpose of caring for his/her child. Such leave shall be for a maximum period of six (6) months and shall be granted upon giving the Board four (4) week's notice prior to the anticipated date on which the leave is to commence. If the Certificated/Licensed or Classified Administrator returns to work within six (6) months, he/she shall return to a position within areas of their certification/licensure.

(1) In those cases where an Administrator and his/her spouse are both employed by the Board, the total amount of child care leave for both employees shall be six months with the Administrator and spouse having the option to split the six months.

b) Adoption Leave

A Certificated/Licensed or Classified Administrator who is adopting a child shall be entitled up to five (5) days of unpaid leave for the purpose of the adoption. This is in addition to the twelve (12) weeks of sick leave, which may be used, for this purpose.

4. Family and Medical Leave Act (FMLA)

The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as a FMLA leave of absence and exercises such rights as it may have under the FMLA and Regulations enacted hereunder with respect to such leave. An eligible employee' is an employee who has been employed for at least twelve (12) months and performed at least 1,250 hours of service during the twelve (12) month period immediately preceding the leave. The FMLA permits a qualified Certificated/Licensed or Classified Administrator to receive up to twelve (12) weeks of unpaid leave per year for personal or family medical reasons. FMLA leave is unpaid 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.

VIII. INDIVIDUAL CONTRACTS AND REDUCTION IN FORCE (RIF)

A. Employment Contract

1. Under Ohio law-All Administrators' contracts are limited contracts. They may be issued for no more than five (5) years.

2. The initial employment contract shall be one (1) year. The Superintendent may recommend additional years.

3. The length of re-employment contracts after the first year will be based upon individual recommendations of the Superintendent. However, after three (3) years of employment, a contract for re-employment must be for at least two

(2) years and no more than five (5) years unless recommendation is made for a one (1) year probationary contract.

B. Administrative Assignment

Pursuant to ORC 3319.01 and 3319.02, the Superintendent has the right to assign Administrators at his/her discretion. At the sole discretion of the Superintendent, an Administrator's assignment can be changed at any time as long as the assignment is not of a lesser responsibility and does not result in a reduction of compensation.

C. Reduction in Force (RIF) Suspension of Administrative Contracts

1. When the Board of Education determines that it is necessary to reduce the number of administrators currently employed in the District, it may suspend administrative contracts in accordance with this policy. The suspension of administrative contracts under this policy shall also be known as an administrative reduction in force (RIF) and may be implemented by the Board for any one or more of the following reasons:

- a) The financial condition of the School District.
- b) Financial circumstances affecting a particular program or grade level (s) within the School District.
- c) Declining enrollment in the District as a whole or in a particular building(s), program(s), or grade level (s) within the District.
- d) The closing or consolidation of school buildings.
- e) Staff reorganization and/or consolidation of administrative functions in response to changes in law, curriculum, education policy, or the changing needs of the School District.
- f) Territorial changes affecting the School District.
- g) The return of regular administrators from a leave of absence or from disability retirement.

2. When implementing an administrative RIF, the superintendent will notify the administrative staff of the necessity for RIF and seek volunteers who may apply for retirement or any form of unpaid leave. If there are no volunteers within ten (10) workdays, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of the School District. In making such recommendations, the Superintendent shall first identify the administrative service areas in which reductions need to occur. Within these service areas, reductions shall be made according to the needs of the District as determined by the Superintendent. Demonstrated success in previous administrative and qualifications for the remaining assignments shall be the primary considerations in such determination. Years of service in the District may be considered, but shall not be the primary overriding factor.

3. The Superintendent may recommend the reassignment of any administrator suspended under the foregoing procedure to another position for which he/she is properly licensed or certificated, if the individual currently holding such position has fewer years of service in the District as an administrator and the Superintendent determines that such reassignment will be in the best interests of the district. If such reassignment is recommended by the Superintendent and approved by the Board, the administrator currently holding the position shall be displaced, and his/her contract suspended.

4. If the Board determines to fill a vacant administrator position, administrators whose contracts have been suspended under this policy may have a right to be recalled to an administrative position for which they are qualified and for which they are properly licensed or certificated if such openings occur within twenty seven (27) months of their last day of active employment in the District as an administrator. The Superintendent in his/her sole discretion shall determine whether a person is qualified based upon proper license or certification for a given vacancy, appropriate qualifications and demonstrated success in similar administrative positions.

It shall be the responsibility of the suspended administrator to provide the Board with written notice of a current address and number for purposes of notification. The failure of a suspended administrator to respond within ten (10) workdays of recall notification shall be deemed a rejection of the offer of recall.

5. Administrators who hold continuing contracts as teachers within the District shall enter the teachers' bargaining unit following the suspension (RIF) of their administrative contract. Their rights upon entry into the teachers' bargaining unit shall be determined in accordance with the applicable provisions of law and the collective bargaining agreement, as it exists at that time.

6. The term "suspension" as used in this policy in relation to administrative contracts shall not be taken to indicate either a continuing employment relationship following the suspension or the resumption of a previous contract upon recall. The suspension (RIF) of an administrative contract under this policy shall entirely sever the employment relationship between the parties. Upon recall, an entirely new contract shall be entered.

7. When reasons for invoking RIF When reasons for invoking RIF for the following school year are known prior to March 31, administrators identified for contract suspension (RIF) will be notified on or before March 31. When reasons for RIF become known after March 31, administrators selected for RIF will be notified at least thirty (30) calendar days prior to the date of the Board of Education Meeting at which the Superintendent presents the name(s) of the administrators to be RIF'd.

Appendix A

WESTERVILLE CITY SCHOOLS ADMINISTRATIVE SALARY RANGE

ADMINISTRATIVE POSITIONS	Months	Effective August 1, 2014	
		LOW	HIGH
Deputy Superintendent	12	\$128,000	\$143,000
High School Principal	12	\$100,000	\$125,000
Executive Director	12	\$100,000	\$125,000
Director	12	\$80,000	\$110,000
Assistant Director/12 Month Coord.	12	\$80,000	\$105,000
Middle School Principal	11	\$80,000	\$105,000
High School Athletic Director	11	\$77,000	\$102,000
Elementary School Principal	11	\$77,000	\$102,000
Assistant High School Principal	11	\$77,000	\$102,000
Assistant Middle School Principal	11	\$72,000	\$97,000
11 Month Coordinator	11	\$72,000	\$97,000
12 Month Coordinator/Assistant Director	12	\$80,000	\$105,000
Assistant Elementary Principal	11	\$67,000	\$92,000
Manager (Facilities, Custodial, Energy, Warehouse)	12	\$50,000	\$75,000
Administrative Intern (11 and/or 12 Month)	11/12	\$62,000	\$77,000
Assistant Manager (Fleet and Transportation)	12	\$45,000	\$70,000
Coordinator (Food Services)	11/12	\$35,000	\$55,000

APPENDIX B

GUIDELINES FOR ASSIGNING SUBSTITUTE ADMINISTRATORS

District administrators will continue to be maintained in AESOP as “requiring no substitute.” As a result, the system will not assign a substitute when an administrator reports an absence on AESOP. **Personnel in the HR office will make all substitute administrator assignments.** Substitute administrators will normally be assigned only when an administrator is absent for five (5) or more consecutive days and then only in accordance with the following procedures:

1. When a Building Principal or “department” Executive Director becomes aware of an administrative absence that will be for a **period of five* or more consecutive days** for an administrator under his/her supervision, the immediate supervising administrator shall submit a request to the Office of Human Resources via an e-mail to the Deputy Superintendent for the assignment of a substitute administrator. The written request needs to specify the following:
 2.
 - a. Name of the administrator who will be absent;
 - b. Date the absence period will begin;
 - c. Date the absence period will end;
 - d. Dates for which a substitute administrator is requested.
 3. If the request is from a Building Principal, the Deputy Superintendent will immediately forward (via e-mail **within one workday**) the request to the appropriate Executive Director for review and recommended action.
 4. Upon receipt of the request for action from the Deputy Superintendent, the Executive Director will review and recommend approval or denial **within one workday** by responding to the Deputy Superintendent via e-mail.
 5. Upon receiving the reply from the Executive Director, the Deputy Superintendent will proceed to notify the requesting Principal of the action to be taken and proceed to assign a substitute administrator, if approved by the Executive Director.
 6. If the initial request for a substitute administrator is from an Executive Director, the Deputy Superintendent will review the request with the Superintendent and proceed according to the Superintendent’s direction.

*If safety concerns, emergency or other special circumstances create a need for a substitute administrator to be assigned sooner than five days of consecutive absence, the supervisor requesting the substitute may submit a written request to HR with a detailed explanation as to why the substitute is necessary.

APPENDIX C

Westerville City Schools Administrator Leave/Membership/Prof. Dev. Form	
Section I	
Date:	_____
Name:	_____ Position: _____
Building:	_____
Date(s) of leave:	_____
Section II	
Requested leave:	<input type="checkbox"/> Assault <input type="checkbox"/> Sabbatical <input type="checkbox"/> Jury Duty <input type="checkbox"/> Sick Personal <input type="checkbox"/> Religious <input type="checkbox"/> Sick Family <input type="checkbox"/> Military <input type="checkbox"/> Vacation <input type="checkbox"/> Personal <input type="checkbox"/> Professional (<i>complete Professional Development/Membership/Tuition Rationale on reverse side of form</i>)
Unpaid	<input type="checkbox"/> Childcare <input type="checkbox"/> Medical <input type="checkbox"/> FMLA <input type="checkbox"/> Short-term <input type="checkbox"/> Other _____
_____ Applicant	_____ Immediate Supervisor
_____ Date	_____ Date
Approved _____ Denied _____	_____ Superintendent/Designee
	_____ Date

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 expenses 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 our hands on July 9, 2014.

WESTERVILLE CITY SCHOOL DISTRICT
FRANKLIN COUNTY, OHIO

By:

Title: President, Board of Education

By:

Title: Superintendent

By:

Title: Treasurer