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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT

BETWEEN THE
WAYNE TRACE BOARD OF EDUCATION
AND THE
WAYNE TRACE EDUCATION ASSOCIATION

September 1, 2008 - August 31, 2011
September 1, 2011 - August 31, 2012

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RELATIONS BOARD

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ARTICLE I

RECOGNITION

PROFESSIONAL NEGOTIATION PROCEDURE AND ASSOCIATION RIGHTS

A. ASSOCIATION RECOGNITION

The Wayne Trace Board of Education (hereinafter referred to as the Board), recognizes the Wayne Trace Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercises of such rights as defined and set forth in ORC 4117 for all staff members in the employee bargaining unit as set forth in the following paragraphs.

B. BARGAINING UNIT

The bargaining unit will be defined as all personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational), guidance counselors, librarians, school nurses, department heads, athletic directors, tutors, secretaries, food service personnel, instruction aides, maintenance/custodial staff, and bus drivers. Substitutes employed for ten (10) or more consecutive days shall also be members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals, Treasurer of the Board, secretary to the Treasurer, Superintendent's secretary, Dean of Students, Transportation Director, and District Technology Coordinator shall not be members of the bargaining unit.

Wherever the term(s) "professional staff member", "staff member", "staff", "classified employee", "employee", "teacher", "custodian", "secretary", "bus driver", "teacher's aide", "monitor", "cashier", or "cook" appear in this Agreement, they shall be taken to mean a member of the bargaining unit covered by this Agreement.

Fulltime: An employee who is employed to perform a full day's work for the affected classification or assigned position as defined by this Contract for a minimum of 120 days or more in a work year.

Part-time: An employee who works less than a full day in the affected classification or assigned position as defined by this Contract and/or less than the minimal standard of 120 work days.

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified herein or as may be distinguished by the respective job classification.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association to the Superintendent.

C. RIGHTS OF THE ASSOCIATION

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent of the instructional staff:

1. Use of all faculty bulletin boards provided for instructional staff information.
2. Payroll deduction of professional dues including Association, Ohio Education Association, and National Education Association. Deductions will be made in twenty-two (22) equal payments beginning with the first check in October.
3. To make Association announcements at general faculty meetings, building and total staff.
4. Use of building public address system for Association announcements in keeping with normal building procedures. All oral communications must be approved by the acting building principal.
5. Use of buildings with prior approval of the building principal.
6. Use of school mail for distribution of Association material.
7. To be a regular part of the Board meeting agenda for rights to speak at such meetings.
8. Use of individual school machines and equipment at reasonable times and when equipment is not in use otherwise. All consumable supplies will be reimbursed to the Board at invoice cost.
9. The Association shall be permitted to transact its official business on school property during the school day as long as it does not interfere with the teaching responsibilities of a teacher or attempt to interrupt normal school activities. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or designee and/or Labor Relations Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at a building, the Labor Relations Consultant will first check with the building principal or his designee prior to making any visitation.

10. Professional Association Leave
 - a. Professional Association leave amounting to two (2) days shall be extended to the WTEA President or an assigned alternate for the purpose of attending OEA meetings or conferences.
 - b. Professional organizational leave amounting to two (2) days shall be granted to one (1) faculty member delegate for attendance at the annual OEA Convention.
 - c. The Superintendent shall receive notification of the dates of the convention and the names of the delegates at least two (2) weeks prior to the days of absence. The WTEA President or his alternate shall observe a similar notification period concerning the use of the days associated with the President's position.
 - d. The Board's obligation toward expenses shall be limited to payment of substitute teachers.

D. FAIR SHARE FEE

Fair Share Fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

The Association must attain sixty-seven percent (67%) membership before a Fair Share Fee can be charged to non-members. If the Association maintains at least 67% membership for three (3) consecutive years, Fair Share Fee shall be implemented regardless of the percentage of membership.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed 100% of the total dues of the Association from the pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Any substitute employed for sixty (60) consecutive days who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of employees for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

The Association agrees to indemnify the Board of Education for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

E. PROFESSIONAL NEGOTIATIONS

1. Scope of Bargaining

Issues of bargaining are recognized as matters of concern to the Board or Association affecting wages, hours, terms, and conditions of employment.

2. Definitions

- a. Day or days shall consist of school days or week days other than Saturday or Sunday.
- b. "Good Faith" bargaining shall be to present proposals, consider proposals, offer counter-proposals, make considerations and concessions and provide positions on behalf of the party represented with the purpose of reaching agreement on issues being discussed.

3. Bargaining Teams

The bargaining procedures shall be conducted between representatives of the Board and Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representative but shall not select members of the other party involved in the bargaining procedure. Parties will make every reasonable attempt to retain the same team members throughout the negotiations process. Bargaining team members shall be authorized to bargain in good faith.

4. Bargaining in Executive Session

All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining sessions is being held.

5. Length of the Bargaining Period

The bargaining period shall be sixty (60) days from the first bargaining session.

6. Consultants

Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

7. Initiation of the Bargaining Procedure

The bargaining procedure may be initiated either by a letter from the Association President to the Board or the local Superintendent. Bargaining must be initiated at least ninety (90) days prior to the expiration of this Agreement. The letter to initiate the bargaining procedure shall include the following:

- a. Date of the writing
- b. Statement that the purpose is to initiate the bargaining procedure.
- c. A list of issues the initiating party is submitting for bargaining.
- d. The name of the representative of the requesting party to be contacted to make arrangements for establishing the initial bargaining session.
- e. Signature and position of the sender of the letter.

Upon receipt of the letter to initiate the bargaining procedure, the receiving party president shall respond with a letter to the representative of the sending party within (5) days of receipt of said letter including the following:

- a. Date of writing
- b. Acknowledgment of receipt of letter to initiate the bargaining procedure.
- c. The name of the representative of the receiving party to contact concerning arrangements for the establishing of initial bargaining session.
- d. Signature and position of the sender of the letter.

8. The Initial Bargaining Session

Except as may be otherwise agreed, the initial bargaining session shall be arranged within ten (10) days of the date on the letter to initiate the bargaining procedure. The first item of business shall be to establish an agenda, meaning: Arranging the order of issues to be discussed during the bargaining period. No item shall be added to the agenda unless mutually agreed to by both teams.

The initial session, and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

9. General Provision

- a. Caucus - Either bargaining team may call for a caucus for a period of a reasonable duration during a bargaining session.
- b. Recess - A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than three (3) days from present session or a mutually agreed upon date.
- c. Ad Hoc Committee - Ad Hoc Committee may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams.
- d. Exchange of Information - The Board and Association agree to provide the other, upon request, pertinent information to areas that may be discussed during the bargaining period.
 1. Submission of information of mutual concern: The Board and the Association shall exchange information that will be of mutual concern and benefit to each party. Privacy of individuals and individual concerns shall always be respected by both parties. Mutually exchanged information shall be shared with any third parties, except as provided by Ohio Revised Code.
- e. Progress Reports - Each bargaining team shall be responsible to make a periodic progress report to the respective parties they represent during the bargaining period.
- f. Tentative Agreement - As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team.

- g. All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of the issues to the agreement provisions of this procedure.

10. Agreement

- a. Preparing issues for presentation to the Association and Board for approval - When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, the issues tentatively agreed to shall be reduced to writing and presented to the Association for its approval within five (5) days of the final bargaining session.

Each issue shall include the following provisions in writing:

1. Provisions of Agreement
2. Date that said provisions are to be implemented

Once the issues have been approved by the Association they shall be submitted to the Board for approval at its next regular or special Board meeting.

When approved by both parties, four copies of the entire Agreement shall be signed by the president of the Association and the president of the Board. Thereupon, the items agreed to shall constitute a revision of, or addition to school district regulations. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

- b. Dissemination of Agreement - The Board and Association agree to share the cost of producing and distributing a copy of this Agreement to each member of the bargaining unit.

11. Impasse

- a. Mutually Agreed Alternate Dispute Resolution Procedure:

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

- b. Responsibilities:

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

- c. Mediation:

If agreement is not reached on matters being negotiated at the end of the negotiating period or not later than thirty (30) calendar days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) calendar days after the call for mediation, the mediator will then be selected from one or more of those provided by the American Arbitration Association. In the event that the parties, after having received and reviewed three lists of proposed mediators, are unable to agree on the selection of a mediator, the mediator will be

selected by the American Arbitration Association pursuant to its rules for voluntary mediation.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual written consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time. The cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

F. LABOR MANAGEMENT COMMITTEE

At the request of either party, the Labor Management Committee shall convene to discuss matters of concern for either of the parties. Except in cases of emergency or timeliness, such meetings will generally be limited to not more than one per month. The Superintendent and Association President shall be members of the committee and may select not more than four additional persons annually to participate on the committee.

ARTICLE II

GRIEVANCE PROCEDURE

A. PURPOSES

The Board, the Administration, and the Association have a mutual concern which recognizes that a well-conceived procedure for grievance adjudication which will resolve the dissatisfactions and redress the legitimate grievance of staff members is essential to the efficient and harmonious operations of the school district.

B. DEFINITIONS

Grievance - a claim that there has been a violation, misinterpretation or misapplication of:

1. Established Board policy
2. The negotiated agreement

Days - the term "days" shall mean all weekdays, except Saturday, Sunday, and legal holidays. The number of days indicated at each step shall be considered a maximum and every effort shall be made to expedite the process.

Grievant - Any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

Representation or Representative - Any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

C. GENERAL PROVISIONS

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

All written documentation as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If the service is personal service, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present.

The president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The procedures contained in this Article constitute the sole and exclusive method for redressing any grievance which could be brought pursuant to this Article.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II. In addition, the parties may mutually agree to expedite grievance arbitration and advance the grievance directly to arbitration.

When teaching schedules permit, grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any teacher as a result of participation in any grievance proceeding.

The Board, the Administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other any requested documents required for processing the grievance.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall be provisions for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. The Association shall have the exclusive right to determine whether any grievance is appealed to arbitration.

If either party misses any of the timelines contained in this Article, the grievance will automatically move to the next step. If either party fails to appear for a scheduled arbitration hearing, the grievance shall be resolved in favor of the party that was present.

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

D. PROCEDURE

The Board, the Administration, and the Association acknowledge that it is usually most desirable for a staff member and the Administration to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the grievant, and then a grievance may be processed according to the following formal procedures.

STEP I

No later than twenty (20) days after the grievant knew or could have reasonably been expected to have known about the occurrence of the alleged violation giving rise to the grievance, the grievant may, through the Association, submit to the proper immediate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. Said administrator will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Within five (5) days of receipt of the grievance form, the administrator shall indicate his/her disposition of the grievance in writing and forward a copy thereof to the grievant and the Association.

STEP II

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the Association may initiate STEP II by completing a written Grievance Report form STEP II and submitting it to the Superintendent within five (5) days of receipt of the STEP I response. Within five (5) days after the receipt of the completed said form, the Superintendent and/or his designated representative shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within five (5) days of such meeting, the Superintendent shall indicate his/her disposition of the grievance in writing, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP III

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the Association may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board by filing a copy with the Treasurer of the Board and the Superintendent within five (5) days of receipt of the STEP II response. At the next regularly scheduled Board meeting, the Board shall meet with the grievant, the Association representative and the Superintendent or his designee, to review the grievance and attempt to resolve same. Within seven (7) days of such meeting, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to STEP IV without a hearing before the Board.

STEP IV

If the grievant or the Association is not satisfied with the disposition of the grievance by the Board, the Association may submit the grievance to an impartial arbitrator by filing a request for arbitration with the Treasurer of the Board and the Superintendent within five (5) days of receipt of the STEP III response. Within three (3) days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules [(1) the American Arbitration Association rules for voluntary labor arbitration or (2) the American Arbitration Association rules for expedited labor arbitration] shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of the Agreement and Board policy. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement or Board policy.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted. His/her decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE III

EMPLOYMENT PRACTICES

A. FILING AND MAINTENANCE OF CERTIFICATES

Except as otherwise expressly provided herein all members of the bargaining unit shall maintain such teaching certificates or licenses as are relevant and necessary for their current assignment. It shall be the responsibility of each member to apply and qualify for the renewal of any such certificate and to file such certificate with the Treasurer of the Board before school starts, if possible, or as soon thereafter as possible, but in any event, not later than October 1 of the school year. Except as noted below, failure to timely file such certificates shall result in the withholding of pay until the certificate is received.

In cases where the failure to file such certificate is not the result of teacher negligence or where the teacher is otherwise fully certified but assigned to an area where they are not fully certified, pay shall not be withheld.

B. SENIORITY

Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Job classification seniority shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. However, prior job classification seniority shall not be forfeited or broken during the period of job training and/or the probationary period when an employee changes job classification.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time or employees subject to the terms of this Agreement. Only full-time or regular part-time employees shall accumulate seniority.

No employee shall accrue more than one (1) year of seniority in any work year.

Seniority Changes for Classified Employees

As a classified employee moves from one job classification to another, he/she will be able to take all of their seniority with them for the purposes of layoffs.

He/she will receive up to ten (10) years of seniority for the purposes of establishing the proper position on the salary schedule.

Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then the order of hire at the Board Meeting where the employee was initially hired and then;

If a tie still remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

Superseniarity

For layoff purposes only, certified/licensed employees employed under continuing contract shall have greater seniority than certified/licensed employees employed under limited contract.

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

Posting of Seniority List

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted once annually, by January 15th of each work year. The Employer shall prepare and submit to the Association President a seniority list indicating, by area of certification, license, or job classification the first day worked¹, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

¹ For current staff, where past Board records do not indicate the first day of employment and where other documentation is not available so as to substantiate the first day of employment the month and year only will be used.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time employees shall appear on the seniority list but shall be distinguished from the names of full-time employees by the listing of the extent of their part-time service.

Correction of Inaccuracies

After posting of the seniority list, each employee shall be responsible for advising the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and submit the updated list as noted above. No protest shall be considered after May 10th of the posting of the seniority list and the list shall be considered as final until the next posting.

C. JOB DESCRIPTIONS/ASSIGNMENTS

The Board of Education and Wayne Trace Education Association shall, through committee, develop and write job descriptions for all positions in the district. All new job descriptions must be completed within one month and revisions to existing job descriptions must be completed within two weeks, although extensions may be mutually agreed upon. Once completed, the Board and Association shall coordinate the ratification procedures. Changes to completed job descriptions shall be initiated by the Association or Superintendent. Reviews of completed job descriptions shall be initiated on an as-needed basis. Both the Board and Association agree to modify this agreement, Board policy, and WTEA Bylaws when and if necessary to implement these provisions.

All job descriptions will be reduced to writing with a copy provided to each affected employee as well as copies of all job descriptions being maintained in the central and building offices. As revisions are made in such job descriptions, copies will be provided to each affected employee within five (5) days of any change adoption. A flow chart of this process is attached as Appendix H.

Evaluation forms for certified/classified staff will correspond with job descriptions.

D. VACANCIES, TRANSFERS, AND PROMOTIONS

A vacancy shall be defined as a newly created position or a present position that is not filled. A position needing to be filled due to a large class enrollment advancing from one grade level to the next within a building is not considered a vacancy which needs to be posted.

On the first teacher workday the principal and staff shall jointly decide where postings and notices are to be placed for the current school year. All staff members in the building or traveling staff in the district shall be notified of the location in each building. Said posting shall contain the following information:

- (a) Type of work/position(s) available
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements
- (h) Deadline for application

At the beginning of each school year, employees will be given a form upon which they will be asked to list as many as three (3) of their top job preferences for which they would like to be considered, should any of their listed positions come open throughout the year. Such positions should be as specific as possible. The superintendent must then comprise a master list upon which as many as three (3) of the top job preferences for each employee is listed.

In the event a vacancy occurs for a certain position, the superintendent must first send each employee interested in that position a personal notice that the position is open. In this letter the superintendent must indicate the deadline for filing a letter of interest with him/her. After these letters have been sent out to all applicants indicating an interest in a position, the superintendent must then post for a period of five (5) working days the position to all other employees of the school district.

The employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of the same to each bargaining unit member by U.S. mail or with the regular payroll check to their last know address. The process for expedited job postings during the summer months shall then be followed.

The job preferences list filed with the superintendent at the beginning of each school year applies only to limited and continuing contract positions and does not apply to supplemental positions. Staff applying for supplemental positions must respond within five (5) working days (typically seven days unless posted on a Monday) from the date of initial posting.

In emergency situations only, the superintendent may request a waiver of the five (5) day posting from the Association President. If the waiver is granted by the Association President, the superintendent may temporarily hire and later post if the Association President deems it necessary.

Vacancies in classified positions shall be filled with the most senior qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by the most qualified applicant from other classifications. If two or more applicants are equally qualified, seniority will be the deciding factor. Based on the job description to be filled, the Superintendent will determine the most qualified applicant.

Posted vacancies occurring in certified positions K-6 shall be filled by the most senior properly certified applicant.

The filling of all other vacancies among certified staff positions within the bargaining unit shall be made by the Superintendent on the basis of the following criteria:

- a. Instructional/vacant position requirements.
- b. The qualifications of the staff member.
- c. The contribution which the staff member could make to student and to the school system in the new position.
- d. Seniority within the school system as set forth herein.

If two candidates are otherwise equally qualified, the vacancy shall be filled on the basis of seniority and experience within the school system.

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

When an applicant is not selected for a posted position in the bargaining unit, the Superintendent or designee shall notify the staff member(s) they were not approved for the transfer. The notification to the employee shall be made in person, writing, or by phone.

Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

Any classified bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate of pay for those duties pursuant to the adopted salary schedule for their experience in that assignment, or their regular rate of pay, whichever is greater.

When school is in session, no administrator shall take action to interview any individual until the close of the posting of written notice of a vacancy or newly-created position. During the summer, actions to interview may convene four (4) days following the initial posting. The posting date shall be the date on which such posting is mailed to staff.

The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall extend until selection procedures are completed, but not beyond the current school year and not to exceed sixty (60) days, whichever is shorter unless a replacement willing to accept such vacancy cannot be found.

If two candidates are otherwise equally qualified and one applicant can offer a needed extra service to students, such as supervision of extra activities or coaching, consideration will be given to them.

Expedited Job Postings Summer Months

Interested employees shall apply in writing to the Superintendent by 4:00 p.m. of the fifth (5th) calendar day following the payday of notice until July 10 of each year.

For vacancies occurring after July 10 in any year, the posting and application procedures shall be as follows:

- a. All vacancy notices will be posted in the administration building each Monday. The vacancy information will also be available by calling the administration office.
- b. Employees wishing to apply for such vacancies shall give oral or written notification of application to the Superintendent's office no later than 4:00 p.m. on Wednesday of the week the vacancy is posted.

If the Superintendent is not in receipt of any application within the specified time, or in the event none of the applicants are qualified and appropriate for the position, he may then consider applications from outside the school system.

Summer school vacancies - the Superintendent shall prepare a list of all summer positions no later than April 20th of the current school year. A copy of this list shall be sent to each school and posted as set forth above. The list shall include the following information:

- (a) Position(s) available.
- (b) Requirements for the job.
- (c) Deadline for application.
- (d) Effective starting date.
- (e) Any additional pertinent information.

The Bargaining Unit Member who last held the summer school position(s) shall be given preference over all candidates each year summer school is held. Should the person who last held the summer school position decline the position, the position shall be posted and awarded to the most senior and qualified applicant. If the summer school position remains open after the previous steps are followed, the Board of Education may hire any qualified applicant outside the bargaining unit.

If a non-Bargaining Unit Member last held the summer school position, the Superintendent shall offer the position to the last Bargaining Unit Member to hold the position before following the procedure as outlined in the above paragraph.

The Bargaining Unit Member who last held the summer school position shall notify their immediate supervisor of their desire to be rehired for the position by February 1.

Otherwise, summer school vacancies shall be filled on the basis of seniority, experience and qualifications, in the school system. Professional staff members shall be notified within five (5) days following the May Board meeting that:

- (a) They have been hired.
- (b) They have not been hired.

Voluntary Transfers:

Voluntary transfer shall be defined as any transfer where affected staff have made application for such transfer or where such affected staff have agreed to such transfer.

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request on a form provided by the Superintendent. All such requests shall expire annually on September 30th each year. All such requests shall be considered as applications for any vacancies for which the affected applicant is qualified.

When two or more people, with administrative approval, agree to voluntarily transfer from their position(s), those positions are now vacancies and shall be posted and awarded according to the procedures of the contract.

Involuntary Transfers:

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfers of bargaining unit members are to be effected only when there are no qualified voluntary applicants, only for reasonable and just cause, shall not be initiated for disciplinary reasons, and shall be in inverse order of seniority except in such cases where the Superintendent can justify a non-seniority transfer with clear and compelling or for just cause reasons.

E. REHIRING RETIRED EMPLOYEES

CERTIFIED EMPLOYEES:

If certified/licensed employees from the Wayne Trace School District wish to be considered for reemployment, they must indicate this to the superintendent, prior to May 1 of the year of their potential retirement. Their request must include a letter of resignation that states that their resignation is contingent upon being reemployed with the district.

The resignation letter requested under this provision must be received by the superintendent 5 working days prior to the upcoming announced board meeting. If the request is received within 5 working days of a board meeting, the request may be tabled until the next scheduled board meeting. The superintendent will notify the certified employee of the board's decision on reemployment within 2 days of the board meeting.

If a certified/licensed employee is rehired, retired certified employees will be placed at step 10 on the column at the level of experience on the salary schedule, provided they were past this step at the time of being rehired. If the employee was not past this level on the salary schedule, they will be placed at the last level occupied. Rehired retired certified employees will progress on the salary schedule each year following their initial placement.

Except as provided for under this agreement, all provisions of the contract will be maintained; however, a rehired retired certified/licensed employee will not be entitled to severance pay a second time.

Rehired retired certified employees will NOT accrue seniority for the purposes of reduction in force.

At their option, rehired retired certified/licensed employees will be eligible for board-provided single employee health insurance coverage at the contracted premium rate. Those rehired retired teachers electing not to take such coverage shall be eligible for an annuity as per contract provisions for certified employees under the single plan.

Rehired retired certified/licensed employees from the Wayne Trace School District will start out at up to 15 days sick leave, provided they had extra days accumulated that were not paid for as part of the severance package.

Prior employment in the district is no guarantee of post-retirement employment or a particular assignment if reemployed with the district.

Rehired retired certified/licensed employees shall be issued a one-year limited contract that shall automatically non-renew on each April 30th. The superintendent must notify each rehired retired certified/licensed employee prior to April 30th if he/she intends to renew the limited contract. Evaluations, as otherwise provided for under this contract, shall not be required for retired certified employee rehired under this agreement.

A retired certified/licensed individual from outside the district, who wishes to be employed by the Wayne Trace Board of Education, shall adhere to all provisions of this agreement with the exception of paragraph one and two above.

For any employee who is less than full-time, the provisions for annuities and insurance will be pro-rated by the Board.

CLASSIFIED EMPLOYEES:

If classified employees from the Wayne Trace School District wish to be considered for reemployment, they must indicate this to the superintendent, prior to May 1, of the year of their potential retirement. Their request must include a letter of resignation that states that their resignation is contingent upon being reemployed with the district.

The resignation letter requested under this provision must be received by the superintendent 5 working days prior to the upcoming announced board meeting. If the request is received within 5 working days of a board meeting, the request may be tabled until the next scheduled board meeting. The superintendent will notify the classified employee of the board's decision on reemployment within 2 days of the board meeting.

If a classified employee is rehired, retired classified employees will be placed at step 7 on the appropriate classified employee salary schedule. If the employee was not past this level on the salary schedule, they will be placed at the last level occupied. Rehired retired classified employees will progress on the salary schedule each year following their initial placement.

Except as provided for under this agreement, all provisions of the contract will be maintained; however, a rehired retired classified employee will not be entitled to severance pay a second time.

Rehired retired classified employees will NOT accrue seniority for the purposes of reduction in force.

At their option, rehired retired classified employees will be eligible for board-provided single employee health insurance coverage at the contracted premium rate. Those rehired retired classified employees electing not to take such coverage shall be eligible for an annuity as per contract provisions for classified employees under the single plan.

Rehired retired classified employees from the Wayne Trace School District will start out at up to 15 days sick leave, provided they had extra days accumulated that were not paid for as part of the severance package.

Prior employment in the district is no guarantee of post-retirement employment or a particular assignment if reemployed with the district.

Rehired retired classified employees shall be issued a one-year limited contract that shall automatically non-renew on each April 30th. The superintendent must notify each rehired retired classified employee prior to April 30th if he/she intends to renew the limited contract. Evaluations, as otherwise provided for under this contract, shall not be required for retired classified employee rehired under this agreement.

A retired classified individual from outside the district, who wishes to be employed by the Wayne Trace Board of Education, shall adhere to all provisions of this agreement with the exception of paragraph one and two above.

For any employee who is less than full-time, the provisions for annuities and insurance will be pro-rated by the Board.

F. EVALUATION

Purposes:

To help the employee achieve greater effectiveness in the performance of their work assignment or to assist in the improvement of an employee's performance;

To constitute the basis for personnel decisions regarding promotions, reassignments, continuing contract status, contract renewal, contract non-renewal, or contract termination.

PERFORMANCE EXPECTATIONS

At the beginning of each school year or four weeks before the first formal thirty (30) minute observation, the Administration shall designate one administrator as the staff member's evaluator/supervisor. This designated administrator must fulfill the role as evaluator and supervisor and become solely responsible for the evaluation of the staff member. However, only for good and just cause may the supervisor/evaluator change during the school year. The staff member shall be notified, in writing, of the change of their supervisor one week prior to the administration making such a change. All staff members new to the district shall be given a copy of all instruments used in the evaluation process and a written copy of the evaluation procedures.

A conference between a staff member and their evaluating supervisor may be necessary to establish individual goals for that staff member. The staff member shall have the right to be represented by the Association or a person of their choosing during this conference.

All evaluating supervisors/administrators performing evaluations of staff members shall be properly certificated in the appropriate areas they are evaluating or properly trained to evaluate non-certificated employees. All evaluators shall be employees of the Wayne Trace School District.

FAIR CONSIDERATION OF WORK EFFORT

No staff member shall be evaluated on their work performance except after fair and reasonable observations of the staff member's assigned work by the supervisor/evaluator charged with the responsibility of evaluating that staff member.

The evaluation shall be limited to the specific criteria related to the staff members assigned job duties.

State mandated student achievement or off grade proficiency tests cannot be used in teacher evaluations without first being negotiated and agreed upon with the Association.

The evaluator and staff member shall be in agreement before any electric recording equipment can be used for evaluative purposes.

Formal observations or evaluations shall not be conducted on the day before or after a holiday recess, the day after an extended absence (5 or more days), days of scheduled shortened classes of less than thirty (30) minutes, the first or last day of a grading period, the first two weeks or last two weeks of the school year unless it is necessary to do so to meet contractual deadlines.

Each observation shall not be for less than thirty minutes in length.

JUST CAUSE: CERTIFIED AND NON-CERTIFIED

No staff member of this school district shall be disciplined, reduced in rank or compensation, demoted, terminated, non-renewed or otherwise deprived of any advantage without just cause and in compliance with applicable provisions of this contract.

PROGRESSIVE DISCIPLINE

No bargaining unit member shall be disciplined, suspended, or discharged without just cause. The administration shall comply with the following progressive discipline procedure:

1. Verbal warning with written documentation -- 1st offense with written documentation (of date and topic only)
2. Written warning -- 2nd offense
3. 1-3 day suspension with or without pay -- 3rd offense
4. Possible termination of the Bargaining Unit Member -- 4th offense

Certain severe circumstances may warrant deviation from this procedure. The sequence shall be followed in order for the progressive discipline in all other cases. The discipline shall only be accumulative for same type, same offense.

RIGHT TO REVIEW AND RESPOND

A staff member shall have the right to review and respond, orally or in writing, to any observation/evaluation material prior to it becoming a matter of record. Upon the request of the staff member, such written responses shall be attached to the observation/evaluation report.

EMPLOYEE SIGNATURE ON EVALUATION FORMS

The evaluated staff member will sign all appropriate observation/evaluation forms after a conference between the evaluator and staff member is conducted. Signing the form does not signify agreement or disagreement with the substance of such forms. The staff member shall be provided with duplicate copies of the final observation/evaluation reports after all appropriate documents have been signed. Staff members, at their request, shall have the right to be represented at this conference by a person of their choice.

FREQUENCY OF EVALUATIONS:

CERTIFIED/LICENSED STAFF

Teachers new to the district shall be evaluated in compliance with the evaluation language contained in the contract. Teachers shall be given at least one written evaluation based upon at least two (2) thirty (30) minute observations prior to January 15, with the written evaluation of the teacher being due not later than January 25. The second round of observations/evaluations of at least 30 minutes each shall be conducted between February 10 and April 1, with the written evaluation of the teacher being due no later than April 10 of the school year.

Teachers on a limited contract in a year where their contract is up for renewal shall be evaluated according to the same exact procedures as those new to the district.

Substitute teachers/tutors who are employed by the district for more than 120 days in a given year must be evaluated at least once with only two (2) thirty (30) minute

observations being required and one written evaluation being due to the teacher no later than April 10.

Teachers on a limited contract in a year their contract is not up for renewal may or may not be evaluated, subject to the discretion of the evaluating administrator. The administrator shall inform all staff members in this grouping by November 1 if they intend to conduct an evaluation of the staff member before the end of the school year. All applicable observations of certified staff in this status must be completed by April 1 with the written evaluation due to the teacher no later than April 10.

Teachers on continuing contracts shall be evaluated at least once every three years with only one written evaluation of two (2) thirty (30) minute observations being done. The staff member shall be notified by November 1 if they will be evaluated during the school year. No evaluation shall be completed until the staff member has been notified. All applicable observations of certified staff on continuing contract status must be completed by April 1 with the written evaluation due to the teacher no later than April 10.

Evaluating administrators may conduct more evaluations than the contract indicates, and the staff member may request more observations/evaluations than are required by the contract.

Supplemental contracts are specifically excluded from these evaluation procedures and requirements.

The evaluation procedures and provisions in this agreement shall supersede and replace the requirements of ORC 3319.111.

FRAMEWORK FOR IMPROVEMENT

The Wayne Trace Board or its administration must provide for: (1) criteria of expected job performance in the areas of responsibility assigned to the teacher; (2) two observations by the evaluator of at least thirty minutes duration for each of the two evaluations, and (3) a written report of the results of the evaluation that includes specific recommendations regarding any desired improvements and the means by which the teacher may obtain assistance in making such improvements. A staff member may request the evaluator to demonstrate what they need to do in order to correct the noted areas of deficiencies. This demonstration shall be conducted in a regular classroom setting.

These statutory evaluation procedures and all related contractual language must be observed, or the teacher will be entitled to reinstatement with back pay.

NON-TEACHING STAFF

Non-teaching staff employed on limited contracts shall be formally observed/evaluated at least twice each year.

Each observation shall be followed by an evaluation with the first such observation/evaluation completed by December 16th and the second by March 16th.

Staff on a continuing contract shall be formally observed/evaluated at least once every three years followed by the written evaluation by May 1.

Staff members under this section of the evaluation procedure shall be evaluated based upon job descriptions developed to date and adopted by the Association and Wayne Trace Board.

JOINT EVALUATION COMMITTEE

The Board and the Association agree to form a joint committee to revise evaluations for all certificated employees. The committee shall consist of the Superintendent and one teacher chosen by the Association from each building. Their task shall be completed by November 1, 2003. If the committee is unable to meet the November 1, 2003 deadline, the current instrument shall be utilized for the 2003-2004 school year. Once an evaluation tool is used, that will be the tool used for the remainder of the year with all certificated staff members. The new evaluation tool may be implemented prior to November 1 if so completed. The new instrument will be utilized for the 2004-2005 school year and beyond.

G. ACADEMIC FREEDOM

It is recognized that the Board and the teaching staff seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff member and student is encouraged.

The teacher, as a recognized professional, shall have the right and responsibility to choose those instructional methods, issues and/or materials within the accepted curriculum guidelines and good taste he or she deems to be appropriate and effective with a given group of students. Choice of such methods, issues or materials within the curriculum guidelines shall not be considered an appropriate area for criticism in evaluation unless the evaluator can provide a reasonable basis for such criticism.

Before introducing materials, methods and/or issues, of a known or potentially controversial nature, the teacher shall consult with the principal as to the advisability of such materials and/or issues and together they will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods and/or issues. The principal may request that such materials be submitted to a review committee prior to introduction to students. The review committee shall be composed of the affected teacher, the principal, and some other staff member likely to be familiar with the materials or the anticipated sensitivity and reaction to the introduction of the materials subject to review. If a teacher disagrees with the principal's decision, the grievance procedure shall be used to resolve the disagreement.

No staff member shall be criticized or otherwise threatened in the evaluation procedure on the basis of that staff member's verbal expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the staff member's verbal dissent has been expressed in an ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the staff member's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

H. PERSONNEL RECORDS

A personnel file of all staff members shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of staff members maintained by the Board and Administration.

Individual staff members shall have access to their personnel file upon request. Requests of staff members to have access to their personnel files shall be handled by the Superintendent or his designated representative.

Members of the Administration authorized to use personnel files of staff members shall be limited to the Superintendent, building principal(s), and supervisor(s) and county office personnel who are directly related to supervision of that staff member.

All materials placed in the personnel file of the staff member shall include the following:

1. The date the item was placed in the file.
2. Signature(s) and dates of the staff member in whose file the entry is being made and the signature(s) of the administrator placing information in the file.

Both the signature and date signify acknowledgement that the document will be placed in the staff member's personnel file.

These personnel records shall include:

- *1. Application for employment, including those nonconfidential² references.
2. Copy of the latest contract, properly signed.
3. Copy of latest salary notice upon conclusion of negotiations. (See salary notice herein for waiver provisions.)
4. Health history card, if any.
5. Ohio teaching certificate*/license/Federal Commercial Driver's License*/Boiler License.
6. Transcript of college credits showing the official record of the degree granted, original or certified copy.
7. Record of military service, if any.
8. Other documentation which has been properly placed in the file.

* On file in county office

A staff member shall be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member and shall be provided the opportunity to read any such material at the time it is placed in such personnel file. In addition such staff members will have the opportunity to appeal the placement of any such material placed in the personnel file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed (as indicated earlier in item #2). If the staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be

² Confidential information for which the employee has specifically signed a waiver may not be revealed.

presented to the building principal/appropriate supervisor, who shall affix his/her signature thereto, acknowledging that said material has been read. Such signature shall not indicate agreement by the principal/supervisor with the content of the reply.

Staff members shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions above shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

A staff member shall be entitled to a copy of any material in his/her personnel file.

A staff member may periodically review his/her personnel file including personnel files maintained by building principals, and shall be entitled to a copy of any material in that file. A third party selected by the staff member at the option of the staff member may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

At no time nor under any circumstances will the confidential files of any staff member be opened to the public.

Any materials entered into a staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If any file material or record is found to lack in any of the aforementioned, said record/material shall be removed from the staff member's file.

Personnel records shall be expunged of all disciplinary notes if after five (5) years there have been no repeated offenses of a similar nature. The staff member shall file a request for expungement with the superintendent or the Board's statutory designated keeper of the records.

I. SEQUENCE OF CONTRACTS

In accordance with the Ohio Revised Code, all contracts shall be in writing and signed by the employee, the treasurer, and the president of the Board.

Upon initial employment, the contract of employment shall be for a term of one (1) year; if reemployed at the conclusion of each contract, the subsequent contract shall be as follows:

- a. Second contract * - 2 years
* Exception: Alternate Educators licensed employees shall be granted two one-year contracts. Following the successful completion of the two-year program, said employee will then continue with the regular contract sequencing.
- b. Third contract - (Teacher - 3 year), (Support Staff - continuing)
- c. Subsequent limited contracts for teaching staff shall be for three years duration except as specified in (a.) below.

All teachers presently on a multi-year contract shall be granted a subsequent contract of equal or greater duration unless given a one (1) year contract under the provisions below or non-renewed.

Staff members new to the system with previous experience outside the district may be offered an initial contract of up to two (2) years duration at the discretion of the

Superintendent. Subsequent contracts to such staff members shall follow the contract sequence noted above.

Where a certified staff member is not on a continuing contract, upon the recommendation of the Superintendent, the Board may grant a one (1) year contract on the following conditions:

- a. The Superintendent shall notify the affected staff member in writing, on or before the 30th of March of his/her intent to recommend such contract, with reasons directed at the improvement of the affected staff member. Any staff member so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for same. The Board shall so notify each affected staff member on or before April 30 of its action upon the Superintendent's recommendation.
- b. A contract of lesser duration can be awarded at the request of the employee.

Continuing contract shall be issued as provided by the Ohio Revised Code.

J. TERMINATION

When the Board of Education shall take action to terminate a certificated employee's contract, such termination shall be in accordance with ORC Section 3319.16.

K. NON-RENEWAL OF LIMITED CONTRACT

When the Board of Education shall take action to non-renew a teacher's contract, such non-renewals shall be in accordance with the provisions of this contract and ORC 3319.11. The non-renewal of a teacher's limited contract (not applicable to supplementals) shall only be for good and just cause.

Non-teaching/support staff shall be considered for renewal of their contracts pursuant to ORC 3319.081 and 3319.083 and/or any other applicable provisions of law except that such employees shall be evaluated pursuant to the evaluation procedure herein.

Staff employed on a limited contract may reasonably expect continued employment in the ensuing school year within the district as follows:

1. Non-renewal of a staff member's limited contract(s) shall be for reasons of a lack of or low degree of competency based on the evaluations of the staff member's performance as set forth in the evaluation article or for other good and just cause.
2. Staff on limited contracts who after evaluation have noted deficiencies must show evidence of positive efforts to correct said deficiencies. If sufficient progress is evident, upon the recommendation of the evaluating supervisor, a one-year contract may be issued. Further evidence of improvement must be noted during the second evaluation, or the staff member will not be re-employed. At any time during the school year that the situation warrants protection of the students, the Superintendent may suspend the staff member from the classroom or their assignment pending termination of contract proceedings. If, after being suspended, an employee is reinstated to duty, said employee shall receive full salary for the period of suspension.
3. Staff on limited contracts who after evaluations have no noted deficiencies or have corrected all areas of deficiency will be placed on the regular contract sequence.

4. Right to a fair and impartial hearing - Any alleged misinterpretation of these provisions may be submitted to the grievance procedure by the affected staff member and/or representative of the Association.

If it is determined that any provision of this article or the evaluation procedures have been violated and the arbitrator determines that reinstatement is warranted, the affected staff member will be deemed re-employed (reinstated pursuant to the contract sequence article herein).

L. REDUCTION IN FORCE

Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the Employer reduces or eliminates a position in accordance with this Article.

Attrition

To the extent possible, the number of employees affected and/or adversely affected by a reduction in force and/or the extent such effect(s) will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils in the specific grade level or course of study, return to duty of regular staff after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or for financial reasons, which shall be defined as the failure of three operating levies of sufficient proportion as to avoid layoff of staff, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction in accordance with the provisions below.

Suspension of staff contracts pursuant to the provisions below for purposes of staff reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.

Suspension - Renewal Suspension

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or renewal/suspension of expiring limited contracts and/or, if necessary, suspension of continuing contracts. Those contracts to be suspended and/or renewed suspended will be selected as follows:

Least Senior Reduced and Displacement

Reductions in any bargaining unit field, or assignment, or job classification will be made by selecting the person lowest on the seniority list for that job classification who is currently assigned to such a position. Persons selected for reduction under this article shall be notified by certified letter, and by telephone, if possible. A staff member so affected may

elect to displace any less senior staff member or portion of that staff member's assignment for any area of certification/licensure or job classification for which the more senior staff member is also certified or qualified.

Affected staff members electing such displacement shall notify the Superintendent, orally or in writing, of his/her election within three (3) weekdays of the receipt of oral or written notification of contract suspension.

Staff subject to or affected by such suspensions will be assigned top open positions for which they are not fully certified provided: (1) they give written notification of willingness to complete necessary course work; (2) they enroll in such necessary course work prior to the end of the first semester; and (3) they must be fully certified prior to the beginning of the following school year. The Superintendent has the discretion to grant an additional year if the member cannot complete his/her certification during that school year due to unavailability of the requisite classes. Failure to enroll in or complete such course work shall subject the affected staff member to immediate layoff after the first semester.

Work Hour Reduction

In the event of a reduction in the work hours in a job classification, affected bargaining unit members with the greatest classification seniority may maintain his/her normal hours of work by displacing bargaining unit members with less classification seniority on the work schedule. In no case shall reduction of any bargaining unit member's work hours take effect unless the notification provision herein has been fully met and the appeals, if any, as provided herein have been exhausted.

If a staff member has been required to obtain a temporary certificate to meet the requirements of the current assignment and also holds provisional or higher certification in other fields, that staff member shall be placed with the appropriate contract status group according to seniority and provisional or higher certification areas and shall have displacement rights within those groups.

Notice of Intent to Reduce Staff/Conference/Hearing

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all staff so affected and to the Association President at the earliest practicable time, but not later than May 15 or thirty (30) days prior to Board action to reduce staff. In the case of some catastrophic event in which the Administration or Board feels it necessary to effectuate a reduction in force for any of the reasons set forth above after the May 15 notification date, the Board and Association shall meet within ten (10) days of request for such meeting from the Board or the Administration for the purpose of discussing such contemplated reduction. In the event of a disagreement, either party shall have the right to appeal to expedited arbitration on any alleged violation of this procedure.

The Association and each affected staff member whose contract is to be suspended (or renewed-suspended) under provisions of this section shall receive a copy of the entire seniority list at the time of notification of suspension or renewal suspension.

Each staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by an Association Representative.

Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Expedited Rules of the American Arbitration Association.

Employee and Association Rights

Any of the above sections shall not diminish or void any right or privileges provided staff members in any state or federal law.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and negotiations with the Association.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being on layoff status and awaiting recall and not as being terminated with the system.

Staff on the recall list will have the following rights:

Staff member(s) on layoff are to be recalled in the following order when vacancies become available for which they are or have become qualified.

1. First recall shall be qualified/properly certified/licensed continuing contract staff in order of their seniority.
2. If vacancies cannot be filled by such certified/licensed/continuing contract staff, then qualified/properly certified limited contract staff shall be recalled in order of their seniority.
3. The recall list for those staff on limited contracts shall be maintained for a period equal to the total length of service in the local school district, or up to sixty (60) months, whichever is less. Thereafter, a limited contract employee on layoff shall lose his/her right to recall.
4. So long as any employees remain on layoff status:

No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position;

No substitute staff member(s) or any other person new to the system will be hired, except where:

- a. There is no staff member(s) on layoff qualified to fill a vacant position or who has become qualified by retraining, or
 - b. All qualified staff member(s) on layoff decline the offer to fill the vacancy.
5. Qualifications for a bargaining unit position shall not be upgraded or otherwise restructured so as to prevent the recall of a laid-off employee. (The burden of proof for a violation of this provision shall rest with the Association.)
 6. Reduced staff members may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the

group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such employees will be informed of the premium due date.

Each individual who is eligible to elect continuation of fringe benefits under COBRA with the provisions of this Agreement must make such application within the time prescribed by law and the applicable regulations.

7. Each affected staff member shall have the unchallenged right to unemployment compensation benefits when during layoff, that employee has not been offered an equivalent bargaining unit position in this school district or any other within the restraints of the regulations of the Bureau of Employment Services.

A staff member awaiting recall who retrains may not displace, by virtue of such training, any actively employed member of the staff regardless of seniority.

8. Notification of Recall

It shall be the responsibility of each staff member to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association President or his designee and to all qualified said staff member at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible staff member that fails to accept the offer of re-employment in writing within ten (10) days, excluding Saturdays, Sundays, and holidays, or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the staff member, shall be considered to have rejected said offer, and shall be removed from the recall list. The most senior of those responding will be given the vacant position.

9. Status Upon Recall

A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

Transfers Due to Reduction in Force

- a. When personnel must be transferred as a result of reduction in enrollment at the particular grade level or class or classification, the Superintendent shall publish a list of the necessary reductions by position/classification, grade level and building. This will be posted on the bulletin board of the school(s) concerned and available to all staff members therein.
- b. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff members of the department(s) or grade level(s), or classifications affected by the enrollment shall be transferred on the basis of seniority in the school system. The least senior staff member shall be transferred first.

- c. Except in unusual and/or emergency circumstances, the staff member(s) to be transferred involuntarily shall be informed in a conference with the principal/immediate supervisor on or before June 1st of each year.
- d. The staff member(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.
- e. Any staff member subject to involuntary transfer due to a reduction in force who does not wish to be transferred, shall have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

If any provision of the reduction in force procedure, herein, is found to have been violated, misinterpreted, or misapplied resulting in the layoff or partial layoff of a member of the bargaining unit, such affected member of the bargaining unit will be reinstated with full back pay and any other emoluments and/or benefits so as to be made whole.

M. ALTERNATE EDUCATORS LICENSE

It is the intention of the Board to find and hire persons that have already acquired a teaching certificate to fill vacancies that occur. In the case this is not possible, the Board will then consider the Alternate Educators License program.

A person wishing employment under the Alternate Educators License provision may be hired after the successful completion of state requirements to obtain the Alternate Educators License. Upon employment, the employee shall demonstrate some progress toward the provisional certificate within the first year of employment.

Following the first year of employment, the employee will demonstrate successful completion of all state requirements in order to be granted the next contract in sequence (see Article III, Section I).

Employees with an Alternate Educators License will be placed at Step 0 of the salary schedule the first year and Step 1 on the salary schedule the second year. However, if the employee was a full-time substitute with a substitute or temporary license, and had already been placed on the salary schedule, said employee will then be placed on the salary schedule in accordance with their teaching or military experience (not to exceed 5 years) for the first year of the program and move one step the second year.

The Association and Board will request to negotiate the wages, hours, or terms and other conditions of employment such as, but not limited to: placement on the salary schedule following the initial two-year non-renewable certification period and the mentor program required during the first two years.

No employee shall utilize the tuition fund in acquiring the Alternate Educators License. Likewise, no employee shall utilize the tuition fund in acquiring his or her provisional license while in the Alternate Educators License program.

N. SUMMER SCHOOL INTERVENTION

Summer school intervention teachers shall hold a valid teacher's license or certificate and shall be compensated at a rate of twenty-five (\$25.00) per hour. Teaching assistants or aides may be hired on an as needed basis and will be compensated as per base rate on the index.

Those teachers who taught summer school during the summer of 1999 may not be compensated at a rate less than their per diem. Teachers employed in this capacity during the summer of 1999 must provide and/or maintain consecutive years of summer school intervention services to the district unless enrollment does not warrant the hiring of these same teachers. If at any time a teacher should choose not to be employed in consecutive summers of providing intervention services, the \$25.00 per hour compensation rate shall apply to said teachers as well.

Vacancies shall be filled based on seniority and experience, subject to the Superintendent finding the person(s) qualified and suitable to perform the duties required by the positions.

The positions will be posted for a period of ten (10) days unless expedited by summer job posting provisions.

The job description already adopted by the Board and the Association shall serve as the summer school teacher's job description unless otherwise modified; a summer school teacher's aide job description very similar to the existing teacher aide job description would need to be developed and/or adopted if aides are hired as part of this summer program.

If a pupil-teacher ratio of more than 16 to 1 is ever exceeded in any summer remediation session, based on the enrollment which actually attends the first day of classes, the Superintendent must submit to the Association President a plan which attempts to affect a lower pupil-teacher ratio in classes where the ratio is exceeded. If the Association President believes that the Superintendent has not demonstrated an acceptable regard for pupil-teacher ratio, then this issue becomes a grievable matter which can be taken before the Board and beyond for an acceptable resolution.

ARTICLE IV

LEAVES

A. SICK LEAVE

1. Pursuant to state law, all employees of the Board shall accrue sick leave at the rate of 1 1/4 days per month of service with sick leave accumulating to an unlimited number of days.
2. Each newly hired staff member of the Board who has no accumulated sick leave, or any staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of up to fifteen (15) days. The staff member shall not be advanced additional sick days until such time that the 15 days advanced have been paid back. Staff who resign, retire, or otherwise leave the system with a deficit of accumulated sick leave will have the per diem rate of pay or appropriate fraction thereof corresponding to such deficit withheld from their final paycheck. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
3. Those regularly employed staff who render part-time, seasonal, intermittent, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked. Substitutes after sixty (60) days of consecutive employment in the same assignment shall be entitled to sick leave in proportion to the time worked thereafter.
4. Upon submission of appropriate record of accumulated sick leave, any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. Upon submission of appropriate record of accumulated sick leave, a professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit for sick leave accumulated while in the prior employ of the Board and/or other agencies of the State of Ohio.
6. Upon submission of appropriate record of accumulated sick leave, any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for the sick leave accumulated in this previous employment.
7. Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for

absence due to illness, injury or death in the employee's immediate family or for other reasons deemed adequate by the Superintendent.

a. Injury and/or illness in the immediate family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as husband, wife, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, or other member of the family unit living in the same household no matter what degree of relationship.

b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as spouse, child, parent, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, spouse of an employee's child, or any other member of the family unit living in the same household no matter what degree of relationship.

A staff member may use one day of sick leave to attend the funeral of a family member not listed in this section. Any additional days, if needed, by the staff member shall be personal days or approved sick days as granted by the Superintendent.

10. Sick Leave Donations

- a. Someone with a serious health situation must use all accumulated sick leave, personal days and/or accumulated vacation and compensatory time.
- b. The individual must also follow the negotiated agreement and borrow fifteen (15) of their sick days from the next school year.
- c. When the above conditions have been met, the person may apply to the sick day committee to receive sick day donations.
- d. The committee shall consist of a WTEA representative, superintendent, and board member.
- e. The committee will meet, and if the health condition is considered by the committee to be serious, then a request is sent out to the staff asking for donations.
- f. Employees may elect to give up to three (3) days to this person. The donating staff member must write a short letter indicating who the recipient is and how many days are being donated to the recipient.
- g. The days are then transferred from the donating employee's sick day balance to the receiving employee's sick leave balance.
- h. The employee who is receiving donated sick days may only receive a maximum of sixty (60) days per incident.

B. PERSONAL LEAVE

Each staff member shall be authorized up to three (3) days annually, without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot

reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the principal or immediate supervisor seventy-two (72) hours in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave nor any other leave other than personal leave.

Except as specifically set forth below, these days shall be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business.

1. Prior to May 15 of each school year, each staff member shall be entitled to three (3) such days of unrestricted personal leave, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business which cannot reasonably be conducted outside of the school day.
2. After May 14, the balance of any unused, unrestricted personal leave shall be authorized for the following:
 - a. Accidents or catastrophe involving family property.
 - b. Court appearance (other than jury duty).
 - c. Attendance at a graduation exercise or other ceremony honoring the employee or member of the employee's immediate family.
 - d. Visiting members of the immediate family in the armed forces.
 - e. Illness or death of persons not within the immediate family. (May be used day before or after holiday as necessary.)
 - f. Arranging for the purchase or sale of the employee's residence.
 - g. Appointment with attorney, accountant, architect or other similar professional when such appointment cannot be made at times other than the regular school day.
 - h. Extremely urgent personal problems of members of immediate family.
 - i. Emergencies, natural or personal, for the employee.
 - j. To enroll or perform an act required for enrollment in a college or university.
 - k. Other reasons deemed valid by the Superintendent that cannot be taken care of outside regular school hours.

For each of the days as defined in Section 2 above, the applicant shall be required to specifically identify on approved forms which of the above listed authorized purposes is the basis of such leave.

Upon certification by the staff member that the purpose of such leave is one which has been authorized pursuant to this policy, the Superintendent shall approve the application. Personal leave forms shall be available from each building principal.

Past practices for absences for short periods of time, especially where minimal or no student supervision is required and which would otherwise be regarded and charged as personal leave, shall be continued.

Personal leave may not be used for the purpose of working at another job. The only exceptions are for farming at an employee's own farm, or for handling an emergency situation at an employee's own business. An employee who violates this provision may be docked for the day and/or disciplined. Before an employee is docked or disciplined pursuant to this section, the employee will be given the opportunity to present his/her side of the story to the Superintendent. If the employee disagrees with the Superintendent's decision, he/she may file a grievance.

- a. At the end of each year, employees have 3 options concerning unused days of personal leave.
 - i. Option 1 – At the end of each year, two personal leave days may rollover to the next school year for a maximum of 5 personal days. If these days are rolled over, employees may not be compensated for payout on rollover days the following year. Rollover days must be used first when taking a personal leave.
 - ii. Option II – Any unused personal leave day can be automatically added to accumulated sick leave. Rollover days may be added to sick leave accumulation.
 - iii. Option III – The employee may request compensation for personal leave days. No compensation will be granted to rollover personal leave days.
- b. Employees must notify the treasurer's office no later than the last day of the school year of their desire.
- c. If no designation is made, all personal leave days will automatically transfer to sick leave.
- d. Said notification must be done on an annual basis with the proper form located in the building principal's office.
- e. Payment will be by the last pay of each contracted year.
- f. If more than three days are to be taken consecutively, two weeks advance notice must be provided.
- g. If any days are rolled over, then the bonus provision shall apply as follows:
 - i. If 1 personal day is used, reimbursement of 2 days is allowed
 - ii. If 2 personal days are used, reimbursement of 1 day is allowed
 - iii. If 3 personal days are used, no reimbursement will be allowed

C. PROFESSIONAL LEAVE

Each staff member will be permitted two [2] days of professional leave. The approval shall be governed by the following:

1. The Superintendent of schools shall approve or disallow each application, upon receipt of application from the building administrator. The form, furnished by the building principal, shall be completed by the teacher giving such basic information as who,

when, where and why such leave is being requested as well as all Board reimbursable costs involved. Said form shall be returned to the building principal and with his approval or disallowance, shall be forwarded to the Superintendent.

The original form filed by the teacher will be returned to the teacher, expressing approval or disapproval as registered by the principal and superintendent.

2. Advance notification for professional leave should be made to the Superintendent two (2) weeks in advance, when possible, prior to such leave.
3. The reason for taking such leave must be related to one's present teaching area, extra-curricular assignment and/or with the approval of the Superintendent.
4. Unused professional leave shall not accumulate from one year to another.
5. The Board shall provide a fund for reimbursement of certificated employees' expenses for registration fees, mileage at universal IRS rate, lodging, and meals on a prorated basis per building as follows:

| | |
|---------------------------------|-----------|
| Grover Hill Elementary | \$ 700.00 |
| Payne Elementary | \$ 900.00 |
| Wayne Trace Jr./Sr. High School | \$1400.00 |

Reimbursed expenses shall be limited to \$100 per night for lodging and \$9 for breakfast, \$10 for lunch and \$25 for dinner. Expenses shall not be paid without proper receipts.

When total for building reimbursement allotted to a building is exhausted for the year, no additional reimbursement will be paid for professional leave used by staff members of that building until the next fiscal year.

All employees obtaining reimbursement for attendance shall make a written or oral presentation at the next Board meeting following return from said meeting. All users of professional leave will be encouraged to make such a report to the Board as the Board is vitally interested in the happenings in other areas of the State and Nation.

The following provisions for purposes of the usage of professional leave funds, regarding assignments or location of individuals and schools shall prevail:

- a. Elementary Art (traveling teacher), Elementary Music (traveling teacher), and Elementary Physical Education (traveling teacher) shall consider the building with the fewest number of staff as their home building for purposes of these provisions.
- b. Instrumental music shall be associated with the Jr./Sr. High School.
- c. Athletic clinics, tournaments and athletic workshops or cheerleader clinics and camps shall be financed by the respective accounts within the school activity funds.
- d. Vocational expenses shall be reimbursed from activity accounts provided for such purpose or from separate board funds provided for this area.
- e. Title I teachers will be limited to provisions built into the Title I program as accepted and approved by the State Department.

- f. Any employee whose attendance at a professional meeting or other similar meeting is sought by the Board shall have the expenses of the meeting paid by the Board from funds other than those assigned to the individual building.
6. The Board shall provide for the payment of substitute teachers for those individuals on approved professional leave.
7. Additional days of professional leave may be granted at the discretion of the Superintendent.

D. OTHER LEAVES

1. Travel difficulties. In event of absence resulting from travel difficulties, the Superintendent may waive salary deduction if the travel difficulties rise from floods, storms, or other conditions beyond the control of the employee, and if in the judgment of the Superintendent, the employee has made every reasonable effort to get to his place of employment.
2. Appearance in court. Staff members will be permitted a leave of absence with pay for the actual number of days of required appearance in response to a subpoena in a court case or administrative hearing in which the employee is not a party. There shall be deducted from the regular salary of the affected employee the amount, and only the amount, of any witness fee or other compensation not to exceed the per diem rate of regular salary for each such day of absence exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate, signed by the employee, and stating the amount of such fee or other compensation, if any, must be submitted by the employee, or the full salary for the period of absence shall be deducted. In case of absence from duty for any court proceeding or administrative hearing in which the employee is a party, no salary shall be paid to the employee for the period of absence, exceeding unused personal leave. If the suit arises out of and is related to the employee's employment, no salary deduction will be made for the absence.

E. UNPAID LEAVES OF ABSENCE

1. An employee of the Board shall be granted a leave of absence for the following reasons:
 - a. Disability/Extended Illness
 - b. Childcare
 - c. Enlistment in the Armed Forces of the United States
 - d. Education of the professional purposes
2. Disability and Extended Illness shall conform to the ORC 3319.13.
3. Leaves of absence for childcare shall be granted for one year at a time, but not more than two consecutive calendar years. Such leaves, except in the case of adoption or where prior notice cannot be given, may begin after not less than 30 days prior notice. An employee who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions.
4. Any employee who leaves a position in the Wayne Trace Local School System to serve in the armed forces, or auxiliary thereof organized to serve during a period of war declared by Congress, and/or national emergency, upon being honorably discharged from such service, shall resume the contract status held prior to entering

military service, subject to passing satisfactorily a physical examination. Such contract status shall be resumed at the first of the school semester of the beginning of the school year following return from the armed services. The term "Armed Services" shall be construed according to the definition thereof as provided in Section 468-16 of the General Code.

5. Educational or professional leave, not to exceed one year at a time, shall be granted after approval of the purposes for which the leave is sought.
6. **Rights While on Leave** -- Staff members on unpaid leave shall continue to be recognized as full-time staff members and treated as such in every way except for purposes of salary and fringe benefits.

Staff members on unpaid leave or child care leave shall be entitled to continue to be covered by insurance for hospitalization, surgical benefits and major medical providing the staff member pays the Treasurer of the Board, in advance, each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave.

7. **Reinstatement Provisions** -- Upon expiration of any leave a staff member shall resume the contract status held prior to such leave. Staff members shall be entitled to reinstatement at the end of the period of leave. Where appropriate vacancies exist, such reinstatement shall be to the same class assignment, or position, or teaching assignment, and building assignment as held immediately prior to leave. Any staff member on leave of absence who intends to return the ensuing school year shall give notification to the Board by March 15.

F. FAMILY MEDICAL LEAVE ACT

1. An employee desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave.
2. During the leave, for up to 12 weeks per year, (defined year begins July 1 and ends June 30 of each year for purposes of this Act); the Board shall continue to pay fringe benefits without interruption and the contribution it makes for an employee on the active payroll to continue participation in the health insurance programs, provided the employee pays his/her portion of the premiums to the Treasurer at least five (5) days prior to the beginning of the month that is being covered. If the employee does not pay his or her contribution to the premium cost by the deadline date, then the Board will not be obligated to contribute its share in order to maintain the coverage.
3. Full salary and position will be restored upon the employee's return, the same as if uninterrupted during FMLA leave.
4. The dates requested constitute consecutive leave unless otherwise indicated, with the exception that requested leave may be terminated prematurely if mutually agreed to by both parties.
5. All employees have the right to have all the benefits of this leave fully explained to them by making an appointment with the superintendent of schools.
6. FMLA form (Appendix I) must be filled out any time an absence of more than one week is desired and/or anticipated for any one of the qualifying reasons listed on the form.

7. The FMLA form (Appendix I) is for district planning purposes, and the information provided to the district may change if in accordance with law.
8. A copy of the FMLA form (Appendix I) shall be returned to the employee within 5 working days of the request, once received by the Superintendent with the Superintendent's signature of approval or denial with the reasons for denial (see form).
9. Any employee may choose to use FMLA leave concurrent with accrued sick time up to 12 weeks in a period year.
10. An employee may opt to take unpaid leave under either the Family Medical Leave Act or under the contractual unpaid leave section, but may not use both provisions for the same incident.

G. VACATIONS

Eligibility

Bargaining unit members employed on a 12-month basis shall receive paid vacation time. Said vacation time may be used by eligible bargaining unit members at times of the bargaining unit member's own choosing subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances, the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s). Said vacation will be scheduled with administration at least two (2) weeks in advance, if possible, when students are not in attendance.

Amounts

1. New Staff

New 12-month staff employees shall accrue vacation at the rate of five/sixths of a day per month for a maximum of ten (10) days per year. Vacation credit is accrued from the first day of service.

2. Other Staff

12-month staff are entitled to vacations as follows:

One (1) complete year -- 10 days with pay

Beginning the 4th year (with a continuing contract) -- 11 days with pay

Beginning the 6th year -- 15 days with pay and one day additional for each year of service thereafter to a maximum of twenty-one (21) days (beginning the twelfth year of service).

3. Use

Employees eligible for vacation shall be permitted to accrue such vacation and carry forward such vacation days to the next year. The maximum accrued vacation which may be carried from one year to the next shall be ten (10) days.

Since the maximum accrued vacation which may be carried from one year to the next is ten (10) days, when a person is separated from employment from the school district, he is entitled to up to ten (10) days pay from the previous year (whatever the employee has carried over) plus the prorated portion for the current year of all earned but unused vacation time. Compensation for this vacation time shall be based on the member's then current rate of pay. Vacation time shall be computed as of each bargaining unit member's beginning and ending contract dates for the current and previous year.

4. Prior Service Credit

A 12-month support staff employee may combine prior service with the state or any of its political subdivision with service in the district to determine the number of weeks paid vacation to which they are entitled.

5. Payment of Accumulated Vacation Leave Upon Separation

Payment for vacation leave accrued or unused must be paid within thirty (30) days of separation, termination, or resignation of employment. If retirement is effective December 31 or January 1, vacation payment shall be made subsequent to January 1 but within thirty (30) days.

ARTICLE V

COMPENSATION/PAYROLL PRACTICES/FRINGE BENEFITS

A. SALARY

The basic salary or hourly rate of each member of the bargaining unit covered by this Agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule as found in Appendixes B through G.

B. SALARY SCHEDULE PLACEMENT

CERTIFICATED/LICENSED STAFF

The maximum years of credit for teaching and/or credit experience outside the Wayne Trace Local School system shall be ten (10) years. Years of service for the teaching salary schedule placement purposes shall be credited according to the following:³

1. All years of teacher service in the District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the O.R.C., or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the O.R.C. regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of the O.R.C. to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

SUPPORT SERVICE STAFF

Each member of the bargaining unit employed by the Board in a support service classification shall be given credit for up to five (5) years of public service outside the district, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed five (5) years of service for proper placement on the salary schedule.

One year's experience shall be defined as not less than one hundred twenty (120) days during a given calendar year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

If armed forces credit is to be granted, a copy of discharge or separation form 214 shall be furnished to the Board Treasurer no later than October 1.

³ See also - Filing & Maintenance of Certificates

C. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The Bargaining Unit Member shall provide documentation of completed additional undergraduate/graduate hours from an accredited college or university to move to the B.A. 9 or B.A. 21 columns. Such hours shall have been earned after the date of the degree being awarded.
2. The Bargaining Unit Member shall provide documentation of completed graduate hours to move from the M.A. column to the M.A. 15 column. These additional hours do not have to have been earned prior to the awarding of a Master's degree.
3. It is the employee's responsibility to verify by transcript or letter from the college or university where the course work was completed. The salary adjustment will be made no later than October 1 of the current school year following receipt of the transcript and/or letter of verification to the Superintendent. Such transcripts/letters should be secured before school starts if possible or as soon thereafter as possible so that proper placement on the salary schedule can be made. Verification of completed graduate hours after October 1, retro to September 1, and after March 1 retro to February 1, shall result in the employee being awarded the proper column on the salary schedule beginning with the day after the first Board meeting following the request.

D. PAY PERIODS

All employees will be paid on the 5th and 21st of the month, beginning when the individual's contract begins, which varies, as indicated below. The employees will be paid in twenty-four (24) equal installments to be dictated by the individual's contracts and commitments.

260-day employees will commence the pay period change beginning in July 2008 and will continue each month thereafter.

Employees employed less than 260 days, but due to individual contracts, work beyond the normal school year of 182 days, will commence the pay period change beginning in August 2008 and will continue each month thereafter.

Current staff may continue to receive paper checks or elect for direct deposit of their pay checks to the bank of their choice. Said election is permanent and may not be reversed except for special circumstances where the decision of the Superintendent is final.

All new employees are required to have their checks direct deposited to a bank of their choice.

When the pay date falls on a Saturday or a holiday, checks will be delivered the day before the scheduled pay date. When a pay date falls on a Sunday or a Monday holiday, checks will be issued the day following the scheduled date. When schools are not in session, checks will be forwarded at the option of the employee by:

1. Special mailing, with postage paid by the Board and mailed so as to arrive on the scheduled pay date.
2. Held for the staff member to pick up at the office.

Some adjustments may be made in the above schedule due to certain holiday situations. Such adjustments will be part of the yearly calendar of cut-off dates provided by the Treasurer's office.

For the calculation of overtime, the Treasurer's office will supply the WTEA with a list of cut off dates by June 1 for the following fiscal year.

Any staff members who needs to turn in payment requests for activity runs, Saturday school dates or any other pay, except overtime pay, must have the proper paperwork turned in to the Treasurer's office by 9:00 a.m. four (4) business days before pay day.

DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement, dues, and contributions.
4. Annuities
5. Insurance
6. U.S. Savings Bonds
7. Political Contributions
8. Credit Union
9. Association Dues and Assessments
10. Indiana income tax

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations should be submitted before school starts, if possible, or as soon thereafter as possible, but in any event no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least \$1.00.

CONTINUOUS PAYROLL DEDUCTION OF ASSOCIATION DUES

The Employer agrees to deduct from the wages of any employee-member of the Union, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any employee-member of the Union. All monies deducted for such purposes shall be paid promptly to the Union.

Deductions will be made in twenty-two (22) equal installments during the school year. Deductions shall begin with the first pay period in October.

The Employer, on a monthly basis, shall transmit to the union a single check in the amount of all dues so deducted.

In the event an employee severs employment the Treasurer shall deduct all owed and remaining dues from that employee's last check.

Should any employee resign or drop their membership from the district in midyear, the board shall deduct remaining annual dues from the employee's last paycheck.

Continuous payroll deduction of United Teaching Profession dues shall carry from one year to the next unless the bargaining unit member notifies the Treasurer and Association President by September 15 of each school year.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during the course of the school year.

E. CONSOLIDATION OF DUE DATES AND CENTRAL OFFICE LIMITATIONS INVOLVING:

- A. Payroll Deductions
- B. Longevity Eligibility Reporting
- C. Filing of Certificates
- D. Changes in Pay Status/Additional Education and Training/Adv. on Salary
- E. Section 125 Plan
- F. Method of Payment for Association Dues
- G. Annuity Limitations
- H. Direct Deposit Limitations

Changes in pay status and certain payments cannot be made to employees unless proper verification materials have been submitted to the central office. All elective deductions to payroll or any documentation or material which might effect a change in pay status should be turned in to the central office before school starts, if possible, (or as soon thereafter as possible) but no later than October 1 of each school year. Those items involving an October 1 deadline include: (1) longevity eligibility reporting to the treasurer; (2) submission of certificates necessary for employment and payment of wages; (3) changes in pay status; or (4) other changes which might affect the amount of one's pay. Employees failing to meet the October 1 deadline could waive their rights to make such changes for that school year.

Employees will have the opportunity to join or participate in the Section 125 Plan in January of each year.

Continuous payroll deduction of United Teaching Profession dues shall carry from one year to the next unless the bargaining unit member notifies the Treasurer and Association President by September 15 of each school year.

Employees wishing to make personal changes in annuity contributions must contact the treasurer's office at least 30 days in advance of July 1 or January 1 before they should expect such changes to become effectuated. Individual employees bear the responsibility for notifying their respective agents for recommendations and changes. Within 30 days of initial employment or within 30 days prior to January 1 or July 1, an employee eligible for a tax-sheltered annuity shall indicate to the treasurer the company from which the annuity shall be purchased. Only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among the existing; however, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

The number of direct deposits the central office agrees to administer to employees shall be limited to two (2) financial institutions and no more than two (2) separate accounts at each of these institutions or one financial institution with a maximum of four accounts. If direct deposit is chosen, deductions must equal 100% of pay.

F. DAILY OR PER DIEM RATE DEFINED:

1. In computing deductions for those absences of salaried employees for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of work days in the adopted school calendar applicable to the affected assignment and/or job classification into the salary of the individual.
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.
3. Salaries of personnel employed on an hourly basis shall be subject to approved deductions computed on an hourly basis.

G. WAIVER OF SALARY NOTIFICATION

The Treasurer shall notify all employees of their current salary status by July 1 of each year. The notification shall be in accordance with ORC 3319.082 and 3319.12. The Association agrees to waive this notice if the salary has not been established due to negotiations.

H. ELIGIBILITY REQUIREMENTS FOR LONGEVITY PAY

All credited teaching experience as certified by the State Teachers Retirement System including fractional years of experience where the sum of such fractional years equals or exceeds the equivalent of 120 days of service, purchased service and/or service approved for purchase, shall be used in determining eligibility for longevity placement at twenty (20) and twenty-five (25) years of experience on the salary schedule herein.

A staff member may be required to submit to the Board Treasurer such appropriate certification of service from STRS as is necessary to verify the full and complete teaching experience of such affected staff. Such information must be forwarded to the Board Treasurer by October 1.

The Treasurer shall place the following on the yearly salary notifications to employees:

Any employee eligible for the longevity pay increase must submit documentation to the Treasurer's office before school starts, if possible, or as soon thereafter as possible, but in any event no later than October 1st of each year. Failure to comply by this date shall waive your right to the longevity step for the current school year.

I. COMPENSATORY TIME

Compensatory time shall be defined as time worked beyond forty (40) hours by a non-salaried or non-teaching employee with this same employee requesting time and one-half off in place of monetary compensation at this same rate (time and one-half).

Less Than 12 Month Employees:

Compensatory time shall be limited to a total accumulation of twenty-four (24) hours in a six (6) month period. As time is used, it can be replaced but is not to exceed twenty-four (24) hours accumulation at any one time.

The six (6) month periods shall be defined from September 1 to February 28 and from March 1 to August 31 of each year. At the end of each six (6) month period (February 28 and August 31), each employee shall at the employees discretion, either be paid compensatory time accumulated but unused (maximum of 24 hours cumulative) or carry unused compensatory time over to the next 6 months. The treasurer shall conduct an inservice for affected employees, on record keeping regarding this provision at the start of the school year.

All accumulation of compensatory time shall be approved by the appropriate building supervisor or superintendent. Members receiving compensatory time must submit bi-weekly payroll records/record-keeping reports until such time that all available compensatory hours have either been paid for or used. If compensatory time is not submitted with bi-weekly payroll information, the hours shall be treated as overtime and compensated as such. The amount still available to the employee shall be verified on the form devised for this purpose.

Use of compensatory time shall be scheduled with the administration at least two weeks in advance, if possible, and when students are not in attendance to minimize use of substitutes. Compensatory time must be taken in at least one-half day increments.

12 Month Employees:

Compensatory time shall be limited to a total accumulation of forty (40) hours in a six (6) month period. As time is used, it can be replaced but is not to exceed forty (40) hours accumulation at any one time.

The six (6) month periods shall be defined from September 1 to February 28 and from March 1 to August 31 of each year. At the end of each six (6) month period (February 28 and August 31), each employee shall at the employees discretion, either be paid compensatory time accumulated but unused (maximum of 40 hours cumulative) or carry unused compensatory time over to the next 6 months. The treasurer shall conduct an inservice for affected employees, on record keeping regarding this provision at the start of the school year.

All accumulation of compensatory time shall be approved by the appropriate building supervisor or superintendent. Members receiving compensatory time must submit bi-weekly payroll records/record-keeping reports until such time that all available compensatory hours have either been paid for or used. If compensatory time is not submitted with bi-weekly payroll information, the hours shall be treated as overtime and compensated as such. The amount still available to the employee shall be verified on the form devised for this purpose.

Use of compensatory time shall be scheduled with the administration at least two weeks in advance, if possible, and when students are not in attendance to minimize use of substitutes. Compensatory time must be taken in at least one-half day increments.

J. FLEX TIME

For purposes of this agreement, flex time shall be defined as time which can be adjusted within the regular work week by the employee requesting and by mutual agreement between the non-certified employee and the appropriate building principal or superintendent. Flex time will be defined on the basis of straight time--one hour of regular hours worked traded for one hour worked outside regularly scheduled work times.

Non-salaried or non-teaching members of the support staff who are required to report early or stay beyond their regularly scheduled hours shall, in coordination with the appropriate building principal, be provided with the opportunity to adjust their regular work week hours for the remaining portion of the work week.

K. SUBDIVISION OF BARGAINING UNIT

There shall be no division of bargaining unit work into half time or other multiple fractional positions where a full-time employee could fill such position except where current employees only desire part-time employment and the employer is, therefore, compelled to complete the assignment or position by hiring yet another part-time employee.

L. PAY FOR TRAINING / MILEAGE RATE (CLASSIFIED STAFF)

Any employee in the bargaining unit who is required by law, the Board, or Superintendent to secure additional training in the classification to which they are currently assigned shall be reimbursed for the expenses including but not necessarily limited to registration, books, course or training fees and mileage to and from the site of training at the rate of the universal IRS rate.

M. OVERTIME AND CALL BACK/PREMIUM PAY/MISCELLANEOUS

CLASSIFIED STAFF

Scheduled hours worked in excess of forty (40) hours in a work week and not compensated through the comp time/flex time provisions above shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

During the heating season routine overtime for the maintenance of the heating plant will be scheduled. Each custodian will record and report the hours of such time as is necessary to insure that each building is maintained throughout the entire week (7 days).

If any classified staff member is called back to work at a time when he/she is not regularly scheduled to work, the Board shall pay for not less than one (1) hour of work at a rate of time and one-half or its equivalent in compensatory time off. Aside from the call back premium above, the rate of pay for call back duty or extra duty work up to a total forty (40) work hours for all assigned duties including regular duty assignment work hours shall be the regular rate of pay pursuant to the salary schedule herein.

Except in cases of emergency, any employee asked to work overtime will be notified of same at least four hours prior to such overtime.

CERTIFIED/LICENSED STAFF

Where certificated staff are required to report for duty or perform professional services such as, but not necessarily limited to, attend committee meetings, draft curriculum/course of study, participate in school county wide text selection committee in addition to regularly

assigned duties, shall be compensated for all such "extra duty". Such compensation shall be the staff member's per diem rate pro-rated on an hourly basis for each hour or major fraction thereof of such service required.

N. STRS, SERS PICK-UP

The Board will pick-up (assume and pay) contributions to the State Teachers Retirement System, or State Employees Retirement System whichever is applicable, upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution toward STRS, or SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage otherwise required for all members of the bargaining unit contributing to STRS, or SERS shall apply uniformly to all such members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

The Board Treasurer will prepare and distribute an addendum to each employee's contract which states:

1. That the employee's contract salary consists of:
 - a. A cash salary component and
 - b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
2. That the Board will contribute to STRS, or SERS an amount equal to the employee's otherwise required contribution to STRS, or SERS for the account of each employee; and
3. That sick leave, severance, vacation, supplemental, extended service pay, insurance benefits or any other pay or benefit which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

All subsequent contracts and salary notices for those affected employees will include the provisions of the above addendum.

O. SUBSTITUTE PAY SCHEDULE

(for substitute Working Conditions, see page 75)

CERTIFIED/LICENSED

A substitute teacher, after sixty (60) consecutive days of service, shall be paid a salary commensurate with his/her training and experience according to the adopted teacher salary schedule.

Checks for substitutes shall be issued at the same intervals as the regular payroll but information on days worked must be to the treasurer by the Monday prior to the payroll being issued.

CLASSIFIED

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for their experience level at the temporary assignment for those duties where the full responsibility and/or duties are required.

P. SUPPLEMENTAL DUTIES

Definition

Service(s) by members of the bargaining unit which extend before or after such member's regular duty(s) and/or is (are) not a part of the member's regular duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year.

Such supplemental contract shall specify the duty(s) to be performed, the compensation to be paid, and the duration of the supplemental contract.

Unless otherwise set forth herein, such contract shall specify when and how compensation for supplemental duties will be paid.

The employee's performance of contracted supplemental duties will not adversely affect personnel decisions regarding the employee's regular employment.

Supplemental positions shall be posted and bid in accordance with the same procedures utilized for regular positions.

All supplemental contracts automatically non-renew at the end of each school year.

A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board within four (4) calendar weeks of receipt. Failure to execute and timely return such supplemental contract as required herein shall constitute a rejection of such offer of employment.

Participation in and emphasis on extra-curricular activities may vary from year to year. The Board reserves the right to not fill, to delete, or to add new positions.

The salaries for the following positions have been determined by considering the responsibility of the position and the time involved. Each "group" has three (3) increments for experience.

The experience, whether continuous or non-continuous, attained within the district's supplemental/extra curricular system within a specific category (i.e. Football, Basketball, Volleyball), will be counted for purposes of placement on the supplemental/extra curricular salary schedule. Those newly employed from outside the district for supplemental/extra curricular positions will be credited for up to five (5) years of appropriate experience. Non-sport experience in extra curricular assignments, whether continuous or non-continuous, will be credited within each specific area or assignment only. Intramural experience, whether continuous or non-continuous, will be credited within each sport area only.

The salary for a position shall be calculated by multiplying the percent associated with the sport or activity at the experience level of the individual by the adopted salary base in effect on September 1 of that school year.

If an activity does not last the entire year, the sponsor or coach shall be paid in three equal parts, two during the activity and a final payment when the activity is complete. A list of the pay periods shall be posted by September 1 of each school year. Suggested pay dates shall be about the fourth week of the activity, the seventh week of the activity and the final payment will be included with the first pay day after the inventory has been presented to the Superintendent. (Must have one week before pay check goes out.) The first two pay periods for all sports occurring during the same time of the year shall be the same. Exceptions to this include Dramatics which will have the first pay the last pay in November and the last pay after the Spring play and the inventory has been presented to the Superintendent and Intramurals which will be paid after the program is completed and activity sheet turned in to the Superintendent.

GROUPS

| YRS Of EXP. | I | II | III | IV | V | VI | VII | VIII | IX | X |
|----------------|----|----|-----|----|---|----|-----|------|----|-----|
| 0-3 | 15 | 10 | 9 | 8 | 7 | 6 | 4 | 3 | 2 | 1.8 |
| 4-6 | 16 | 11 | 10 | 9 | 8 | 7 | 5 | 4 | 3 | 2 |
| 7+ | 17 | 12 | 11 | 10 | 9 | 8 | 6 | 5 | 4 | 2.5 |

INTERSCHOLASTIC ATHLETICS

GROUP

Athletic Director

I plus 1.5%

Fall

Football

Head Jr./Sr. High School Boys and District

I

Assistant

II

Assistant

II

Assistant

II

Head Jr. Hi. and Early Asst. at High School

V

Assistant Jr. Hi.

VI

Volleyball

High School Girls

II

High School Assistant/JV

III

7th grade Girls

V

8th grade Girls

V

Golf

Head High School Boys

II

Head High School Girls

II

Cross Country

High School

II

Jr. Hi. School

VII

Cheerleader

High School

II

Jr. Hi.

V

Winter

Basketball

Head High School Boys and District

I

Assistant

II

Assistant #2 Boys

VI

Freshman Boys

IV

8th Jr. Hi. Boys,

V

7th Jr. Hi. Boys

V

| | |
|--|------|
| Head High School Girls and District | I |
| Assistant | II |
| Assistant #2 Girls | VI |
| 8th Jr. Hi. Girls | V |
| 7th Jr. Hi. Girls | V |
| Wrestling | |
| High School Boys | II |
| Assistant & Jr. Hi. Boys | III |
| <u>Spring</u> | |
| Baseball | |
| Head High School | II |
| Assistant/JV | III |
| Softball | |
| Head High School | II |
| Assistant/JV | III |
| Track | |
| Head High School Boys & Girls | II |
| Assistant (boys) | III |
| Assistant (girls) | III |
| Jr. Hi. Head Boys & Girls | V |
| Assistant | VI |
| Assistant | VI |
| Student Activities | |
| Scholastic Bowl Advisor | V |
| National Honor Society Advisor | IX |
| High School Student Council Advisor | V |
| Jr. High School Student Council Advisor | X |
| Drama Club Advisor | |
| (1 major production or 1 musical) | VI |
| Drama Club Tech Assistant | VIII |
| Boys Faculty Manager | VII |
| Girls Faculty Manager | VIII |
| Marching Band, Concerts, Contests (Music) | |
| Lessons, Pep Band | II |
| Swing Choir, Assistant Instrumental | |
| Marching Band, Concerts, Contests, Lessons | III |
| Class Advisors | |
| Senior | IX |
| Junior Class Prom Advisor | VI |
| Junior Class Activities Advisor / | |
| High School Concessions Manager | IV |
| Sophomore | X |
| Freshman | X |
| Approved Clubs | |
| Spanish | X |
| Pianist/Accompanist | VII |
| District Information Specialist | II |

Summer School (not including summer school intervention teachers) Per diem of staff member's annual salary prorated to the hour for each hour of service.

Summer School Intervention \$25.00/hr (Reference page 30)

Saturday School - \$15.00 per hour

Home Tutoring - Formula based on zero step of the base, Bachelor's column

In-School Tutor - Sub pay divided by hours worked

Local Professional Development Committee - \$25.00/hour

**EXTENDED TIME
BEFORE SCHOOL YEAR/AFTER SCHOOL YEAR**

| | | |
|--|---------|---|
| Athletic Director | 5/5 | |
| Vocational Agriculture | 60 days | |
| Choral Director / Assistant Instrumental | 15 TBA | |
| Director-Instrumental Music | 20 TBA | |
| Library | 10/10 | |
| Guidance - Sr. High School | 10/10 | |
| Industrial Arts | 5/5 | |
| Guidance - Jr. High School; Elementary | 5/5 | |
| Vocational Home Economics | 5/5 | |
| Secretaries: | | |
| Elementary | 5/5 | +6 days to be arranged by sec. and bldg. princ. |
| EMIS/ Jr./Sr. High School Guidance Secretary | 10/10 | |
| Jr./Sr. High School | 10/15 | |
| Elem. Library Aide | 5/5 | |
| Elem. Library Aide-(Payne)/ | 5/5+ | |
| Transportation Software | 10 TBA | |

Q. PAY FOR SUPPLEMENTALS

All supplemental contracts will have a ten percent (10%) bonus figured into the total amount of the supplemental.

1. The amount awarded to the individual will first be figured by using the supplemental pay schedule so that the appropriate percentage and years of experience are taken into account.
2. Once the supplemental amount has been calculated; a 10% bonus will be figured into and added to the total.
3. The supplemental will be paid following normal guidelines.

R. SEVERANCE PAY

At the time of retirement from active service with the Wayne Trace Local School District, an employee is to be paid in cash for 25% (1/4) of the value of his/her accrued, but unused sick leave credit. The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which shall be made under this policy shall be fifty-five (55) days maximum 220 total plus the following incentive.

If an employee retires in the first year he/she is eligible*, he/she will receive fifteen (15%) of their final average salary as computed by SERS/STRS as a bonus. First year of eligibility for severance bonus shall be defined as the first year that both of the following conditions are met: (1) the employee must be SERS/STRS eligible; and (2) the employee has been with the Wayne Trace School District for 10 years or more. All employees must announce their retirement 120 days in advance of their retirement to receive the severance benefit.

Reimbursement will occur after July 1 but before December 31. If the employee wants reimbursement by December 31, he/she must submit proof of STRS/SERS figures no later than December 1 in order to collect the incentive pay. When retirement occurs other than in the spring, reimbursement will occur in a timely manner (within 6 months after retirement) upon submission of the proper paperwork.

*for purposes of severance bonus pay, Wayne Trace Local Schools recognizes 30 years of service with SERS/STRS and 10 years or more to the school district as "first year of eligibility." However, Wayne Trace also recognizes that SERS/STRS offers lesser service retirement options, and should an employee choose to exercise one of those options, the severance bonus pay package shall apply as long as the employee meets the minimum district requirement.

The treasurer shall have 30 days after submission of proof to reimburse the employee but not be required to reimburse prior to July 1.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district, shall on the day of death, be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in 2113.04 ORC.

S. INSURANCE

General Provisions

For those that choose any of the insurance coverages provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to those on child care leave, disability leave, sabbatical leave, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure

uninterrupted participation and coverage. Upon separation from employment, the employees shall have the right to assume coverage at his/her own expense.

Hospital Surgical Major Medical

For those staff electing to participate in the hospital Surgical, Major Medical or any combination thereof, the Board shall purchase from Anthem or other carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each certificated employee now or hereafter employed.

The Board's share of the annual cost of the above insurance coverage and any increases thereof for the duration of this Agreement shall be as follows:

| Certified Staff | <u>Board Contribution</u> | <u>Employee Contribution</u> |
|----------------------------|---------------------------|------------------------------|
| a. Family Health Insurance | 80% | 20% |
| b. Single Health Insurance | 90% | 10% |

If both spouses are employed as certified staff, the Board shall pay the full cost of one family plan.

| Classified Staff | <u>Board Contribution</u> | <u>Employee Contribution</u> |
|-------------------------------------|------------------------------|------------------------------|
| a. 10-12 month full-time employees: | | |
| Family Health Insurance | 80% | 20% |
| Single Health Insurance | 90% | 10% |
| b. All other classified employees: | | |
| Single Health Insurance | 70% of single annual premium | Balance of Cost |

If both spouses are employed as classified staff, the Board shall pay the equivalent of one single plan towards a family plan. Employees electing any of the above insurance plans not fully paid by the Board shall pay the cost difference between the premium contributions made by the Board and cost of such insurance by payroll deduction. Such deductions will be made uniformly over each of the pay periods for which such insurance coverage is applicable.

The level of coverage provided for either family or single plans shall meet or exceed the current level of benefits in effect as of July 1, 2004.

"FAMILY" means and consists of:

- a. The employee;
- b. The employee's spouse;
- c. The unmarried children, unmarried step children, legally adopted children or children for whom the employee or employee's spouse is a legal guardian under

twenty-three (23) years of age of either the Employee or the Employee's spouse; coverage shall continue for the children until the end of the calendar year of the 23rd birthday or the end of the calendar year of the 25th birthday if the child is a full-time student; and

- d. Any unmarried child of either the Employee or the Employee's spouse who is incapable of self-sustaining employment by reason of mental retardation or physical handicap which arose before the age of twenty-three (23) years and who is primarily dependent upon the Employee or the Employee's spouse for support and maintenance. Written proof of the child's incapacity and primary dependency shall be furnished to the insurance carrier by the Employee within one hundred twenty (120) days after (a) the Effective Date of the Family Coverage if the child is then disabled, or (b) the child's attainment of the age of twenty-three (23) years if the child becomes disabled after the Effective Date of the Family Coverage. Upon request, but not more frequently than annually, the insurance carrier may require proof satisfactory to it of the continuance of such incapacity and dependency.

The Employee shall be required to complete enrollment forms indicating the desired coverage and to meet the enrollment requirements of the policy in effect.

Spousal Waiver

All current employees must have their spouse take insurance with their respective employer as long as the spouse's employer pays 70% of that company's policy cost. The effect will take place July 1, 2009.

All new employees, beginning July 1, 2008, must have their spouse take insurance with their respective employer as long as the spouse's employer pays 70% of that company's policy cost.

If at any time, the spousal insurance benefit paid by their employer is less than 70% of the policy cost, the spouse may return to the insurance policy offered by Wayne Trace with no limitations.

HOSPITALIZATION COVERAGE

See Appendix S

HOME HEALTH CARE SERVICES

See Appendix S

PROFESSIONAL SERVICES

See Appendix S

SUPPLEMENTAL MAJOR MEDICAL

See Appendix S

CARRYOVER PROVISIONS

Any covered expenses incurred in the three months prior to a new insurance year and which are applied toward an unmet deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

LIFE INSURANCE

For those certified staff that elect to participate in this plan, the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the school system in a dollar amount of \$20,000. Such insurance shall include provisions for double indemnity in the case of accidental death, disability coverage benefit, and conversion privilege, with guaranteed insurability, continuance of insurance with waiver of premium during total disability.

Individual members of the bargaining unit may purchase additional amounts of life insurance coverage through an approved company. The policy amounts may be taken out through payroll deduction provided the employees electing to take advantage of this opportunity adequately meet the requirements of the insuring company.

DENTAL INSURANCE

See Appendix T

The Board shall purchase from Anthem or any carrier licensed by the State of Ohio, employee and family dental insurance protection equal to or exceeding the specifications listed in Appendix R for each certificated employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of this program up to a \$38.51 per month limit shall be paid by the Board.

Classified employees are eligible to purchase dental insurance at their own cost at the currently applicable rate.

CARRYOVER PROVISIONS

Any dental expenses incurred in October, November or December of a year which are applied toward a deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

FAMILY SECURITY

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for dependents terminates.
2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support by the employee.
3. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

VISION INSURANCE

The Board will pay, in full, the monthly policy cost for the vision insurance for the employee only.

The employee may elect to add additional family members onto the policy, but the employee will pay for those added individuals. The monthly amount the employee will owe for vision insurance, due to adding family members, will be calculated by taking the total cost of the monthly policy and subtracting the cost of the employee's monthly policy cost (which is paid by the Board of Education). The balance will be paid by the employee.

DEPENDENT

The term dependent shall be defined as

Spouse,

Unmarried natural children; children for whom the employee has assumed custody and applied for adoption; adopted children; stepchildren; other children for whom, by court decree, the employee is responsible, to age 23, who live with the employee and who are principally dependent upon the employee's support, or

Unmarried children as defined in Section 2. above to age 25 who are fulltime students at a school, college or university and who are dependent upon the employee and/or spouse for support, or

Unmarried dependent children as defined in Section 2. above over the above ages who become physically or mentally incapable of self-support prior to the above ages, whose disability commenced while meeting the requirements of Sections 2. and 3. above and who are expected to be prevented from becoming self-supporting. The insuring company may demand appropriate proof of such dependent disability and/or continued disability.

INSURANCE REVIEW COMMITTEE

The Association and Board of Education shall jointly form and participate in a study committee with the responsibility of developing and presenting to the Board and to all staff in the bargaining unit the potential alternatives and impact--that is, the cost vs. increased ramification of such alternatives, including, but not limited to:

1. Comprehensive Co-pay
2. Increased initial deductible
3. Differences in coverage between/among plans
4. Change of carrier/3rd party administrator
5. Differences in rates and employee/employer pick up
6. Increasing the size of the consortium
7. Joining another consortium
8. Recommendations for any savings resulting from a change

The Association shall select four representatives to serve and the Board shall select four representatives to serve on this committee. A chairperson shall be selected by the committee. The committee shall report its findings to the Board and the Association upon completion of the work. The Board and Association shall vote within seven days as to the acceptance or rejection of the committee's recommendation concerning their findings.

T. SECTION 125 PLAN

The Board shall implement a flexible spending plan in accordance with Section 125 of the Internal Revenue Code to permit the employees contribution for insurance to be deducted prior to the deduction of federal income tax so long as there is no administrative cost to the Board or employee. Employers will have the opportunity to join or participate in the Section 125 Plan in January of each year.

U. TAX SHELTERED ANNUITY

Any member of the staff bargaining unit who is enrolled in the single plan for Hospital Surgical Major Medical Insurance as provided herein, or who elects not to enroll, shall be eligible for a Board paid tax sheltered annuity.

Effective the 2008-2009 school year and thereafter:

Certified Staff

1. For certified staff members electing not to take any insurance plans through the school district, the Board shall contribute \$1,683.36 per year effective September 1, 2008. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities will receive the same percentage rate increase that the Board pays toward such insurance plans.
2. For certified staff members electing to take the single plan, the Board will contribute \$839.52 per year effective September 1, 2008. The Board will also contribute this same amount for those whose total premium rate is equal to or less than that for the single Hospital, Surgical, Major Medical Plan currently provided by the Board. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities will receive the same percentage rate increase that the Board pays toward such insurance plans.

Classified Staff

1. The Board will contribute eighty percent (80%) of the amount of certified staff who elect the single plan per year towards a tax sheltered annuity for all 12-month classified employees who elect the single Hospital, Surgical, Major Medical Plan. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities will receive the same percentage rate increase that the Board pays toward such insurance plans.
2. The Board will contribute eighty percent (80%) of the amount of certified staff who elect not to enroll in the plan per year for all 12-month classified employees who have elected not to enroll in the Hospital, Surgical, Major Medical Plan. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities will receive the same percentage rate increase that the Board pays toward such insurance plans.
3. The Board will contribute sixty percent (60%) of the amount of classified 12-month staff who elect not to enroll in the plan per year for any classified employee, other than 12-month employees, who have elected not to enroll in the Hospital, Surgical, Major Medical Plan. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities will receive the same percentage rate increase that the Board pays toward such insurance plans.

Such annuity payments shall cease when the employee elects to enroll in the family hospital, surgical, major medical plan. Should the employee elect to switch to or enroll on the single hospital, surgical, major medical plan, such annuity shall be reduced to the single annuity plan as indicated above.

Such Board contributions towards a tax sheltered annuity of the employee's selection shall be made bi-monthly within three (3) working days of the first and second pay date of the month. No contribution will be made on a third pay.

Employees wishing to make personal changes in annuity contributions must contact the treasurer's office at least thirty (30) days in advance of July 1 or January 1 before they should expect such changes to become effectuated. Individual employees bear the responsibility for notifying their respective agents for recommendations and changes. Within thirty (30) days of initial employment or within thirty (30) days prior to January 1 or July 1, an employee eligible for a tax-sheltered annuity shall indicate to the treasurer the company from which the annuity shall be purchased. Effective September 1, 2005, only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among existing; however, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

V. TUITION FUND FOR STAFF COURSEWORK

The Board shall create a pool of \$14,000 per year to reimburse employees for graduate level classes' tuition and Praxis III testing. In order to qualify, the employee must obtain a "B" level grade or better or a Pass in pass/fail graded. Employees must submit application on forms obtained from the Treasurer's office between April 1 and May 15. Funds will be paid out no later than June 30 of each year according to the following formula:

The total amount spent by all employees submitting, divided by the total amount of the pool equals a percentage.

The employee will be paid a percentage obtained by the formula of the actual amount he/she spent. Each year the total amount of the pool shall be dispersed for the purpose of this section.

The Board shall only be responsible for maintaining a total of \$14,000 at the start of each school year with one exception. In the event the state disperses funds for Praxis III testing or tuition reimbursement, this amount shall be added to the total pool unless otherwise restricted.

Employees must submit to the treasurer proof of the actual amount spent plus proof of a passing grade no later than May 15. In the event the course or learning institution prevents the submission by May 15, the employee may submit the following year.

If the state requires the district to pay for a percentage of testing, the percentage amount will not come from the tuition reimbursement fund. The employee cannot submit for testing cost if the employee has not incurred any loss.

Employees on an Alternate Educator License may not utilize the tuition fund until they have obtained their provisional certification.

W. STIPEND FOR INTERNAL PROFESSIONAL DEVELOPMENT

Professional Development, completed by internal personnel, shall be paid in the following way.

1. The professional development will be approved by the Superintendent, and the number of hours of compensation for at home preparation time, will be determined.
2. The person will be paid at a rate of \$25.00 per hour.

X. EMPLOYEE BACKGROUND CHECKS

Pursuant to Ohio Revised Code 3319.291 and 3319.39, all employees are required to complete a background check for licensure.

All eligible bargaining unit members will be reimbursed for a background check retroactive to January 1, 2008 with presentation of documentation.

All employees are eligible for reimbursement one time per five (5) years for said background check.

ARTICLE VI
WORKING CONDITIONS

A. WORK YEAR

| The length of the school year for staff shall be as follows: | <u>Total Work Days</u> |
|--|--|
| Certified Staff not on extended service contracts | 182 days |
| Food Service personnel | 181 ⁴⁶ days |
| Food Service Operation | 178 days |
| Bus drivers (includes 1 inservice day) | 181 ⁴ days |
| Teacher aides/Elementary Buildings | 182 ⁴ days |
| Library Aides/Elementary Buildings (Five days before the school year and five days after the school year) | 192 ⁴ days |
| Study Hall Monitor/Presale Ticket Manager | 182 ⁴ days |
| <u>Secretaries:</u> | |
| Principal's Secretary Jr./Sr. High School | 207 ⁴ days (3 weeks after, 2 weeks before) |
| Payne | 198 ⁴ days |
| Grover Hill | 198 ⁴ days |
| EMIS/Jr./Sr. High School Guidance Secretary (Extra days as needed) | 202 ⁴ days |
| Maintenance/Custodial Staff | 254 ⁴ days |
| <u>Sweepers:</u> | |
| Payne | 182 ⁴ days |
| Jr./Sr. High School | 190 ⁴ days |
| Grover Hill | 190 ⁴ days |

⁴ Work days not including paid holidays

⁵ Includes 1 inservice, 1 pre-clean up food preparation, 1 post clean-up

B. WORK WEEK

The normal work week for all bargaining unit members shall be Monday through Sunday with the exception of night maintenance work. Summer hours begin with the first Monday following the end of the regular school year and end the last Sunday preceding the start of the next school year.

C. WORK DAY

Certificated Staff

The normal length of the school day for certificated staff shall be 7 hours.

Faculty Meetings

Certified staff may be required to report early or to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings or not more than sixty (60) minutes duration. All after school meetings shall begin no later than fifteen (15) minutes after student dismissal time. When extenuating or special circumstances arise, a special meeting may be called.

All faculty members will arrange their schedules so as to attend unless excused by the building principal.

The principals will notify staff at least one week in advance of a faculty meeting unless the nature of the meeting precludes an otherwise timely notification. In such cases the principal will give as much advance notification as is possible.

Classified Staff

The normal work day⁶ for support staff bargaining unit members is as follows:

1. Secretaries: Jr./Sr. High School - 7.5 hours during regular school year, and 7.0 hrs/day on extended service days, Payne 7.5, Grover Hill 7.5

2. Maintenance-Custodial Staff: Jr./Sr. High School/and Elementary: 40 hours per week, 8 hours/day. Such employees shall have a 30 minutes duty-free unpaid lunch and/or dinner where applicable. In the event that maintenance staff are routinely required to work during their regular lunch period, lunch will be provided.

3. Sweepers: Jr./Sr. High School - 40 hours/week, 8 hours/day
Payne - 20 hours/week, 4 hours/day
Grover Hill - 30 hours/week, 6 hours/day -
10 hours/week, 2 hours/day

⁶ Represents only the minimum number of hours/day – Some staff may be assigned additional hours as part of their regular schedule.

Such employees shall have a 30 minute duty-free unpaid lunch and/or dinner where applicable.

4. Food Service Personnel:

Head Cook: 6 working hours

Cook/Cashier: 6 working hours

Head Cashier/Cook: 6 working hours

5. Instructional Aides:

Library (Grover Hill) 7.5 hours plus 1/2 hour duty-free unpaid lunch

Library (Payne)/
Transportation Software 7.5 hours plus 1/2 hour duty-free unpaid lunch
(With the elimination of the Transportation Director, this position may include 8 hours: a. 7.5 hours, b. .5 hour transportation software)

Kindergarten,
Teachers aide 6.5 working hours plus 1/2 hour unpaid duty-free lunch

Study Hall Monitor/
Pre-Sale Ticket Manager 6.75 hours plus 1/2 hour unpaid duty-free lunch

Study Hall Monitor 6.5 hours plus 1/2 hour unpaid duty-free lunch.

Any additional time worked shall be turned in on regular bi-weekly payroll timesheets.

D. CHANGES IN WORK DAY

Normal working hours will not be changed without the express consent of the affected employee(s) and the Association.

E. 4-6 DEPARTMENTALIZATION

Prior to or following the implementation of the 4-6 departmentalization, any effect as it relates to the change of working conditions, not previously discussed and unforeseeable, shall be bargained with the Association (not including state mandates).

F. RELIEF TIME

All classified staff bargaining unit members scheduled to work continuously for 2 1/2 or more hours will be entitled to two (2) fifteen (15) minute relief times, (one relief period prior to lunch and one following lunch), except that bargaining unit members working overtime hours will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

All cafeteria personnel will be permitted the equivalent of the appropriate break time to be taken as their cooking/serving schedules permit and may leave early by an amount not to exceed 15 minutes when such breaks and/or lunch cannot be taken during the course of the work day.

The head cook, at the high school building, will be given a substitute for the whole day to work the school lunch line while the head cook oversees the senior citizen luncheon.

G. CALENDAR DEVELOPMENT AND ADOPTION

Step 1

The Superintendent and Association President meet in December of each year to discuss parameters for the upcoming school year's calendar. Typically, these parameters must be taken into consideration: Vantage students' attendance days, a calendar which ends without makeup prior to June 1, and a calendar which meets the standards on special days for minimum school day and minimum school year.

For clarification purposes only, the Ohio Revised Code currently states the following: Schools are required to be open for instruction not less than 182 days each school year, 2 of which may be counted for in-service and up to 2 of which may be counted for parent-teacher conferences. A minimum school day for kindergarten through 12th grade teachers consists of at least five (5) hours exclusive of lunch and two 15-minute recess times for grades 1-6. The number of minimum required school days may also be reduced by up to an additional five (5) calamity days and/or up to a 2-hour delay and/or early dismissal. Ohio Revised Code is subject to change based on legislation.

Step 2

The Association President or delegate polls classified and certified staff to determine how they wish to handle teacher in-service day (equivalent of one day, a minimum of 5 hours exclusive of lunch) and parent-teacher conference days (minimum of 2 days, 10 hours of scheduled time).

Step 3

The Association President or delegate puts together 2 or 3 calendar options which show concern for the parameters discussed with the Superintendent. In January, prior to submitting such calendars to a vote by the association, the association president shall arrange for a meeting with the superintendent, at least one Board member, and himself/herself to ensure the proposed calendars meet with parameters established. At that meeting all shall also ensure that the number of days scheduled will meet contractual obligations.

Step 4

All calendars developed by the Association are voted upon until one calendar receives majority preference by Association members.

Step 5

If the parameters are met, the Association submits its number one choice to the Board for acceptance.

Step 6

The Board either accepts the calendar or rejects it, giving its reasons to the Association President in writing if the calendar is rejected.

Step 7

The calendar for the upcoming year must be adopted by the Board no later than the March Board meeting.

Parent-Teacher Conference

A minimum of one (1) day per school year shall be scheduled for the purposes of parent-teacher conferences in grades K-12. Such days are to be credited as school days in the calendar.

Certificated bargaining unit staff shall be compensated with an equivalent amount of time off for time spent beyond the school day.

Teacher In-Service

Opening day will be considered a teacher work day and NWOEA Day will be a scheduled in-service day for professional development purposes. Released time will be allotted in the case of in-service meetings. All certificated bargaining unit staff shall attend these meetings.

Early-in days may begin as early as 7:00 A.M. at the high school/junior high school and both elementary schools, but it is the principal's responsibility to ensure that the minimum school day standard of at least 5 hours of in-service is scheduled for in-service days.

Petition to State Department of Education

Each year, the administration will petition the State Department of Education to permit the district to use two (2) days during the work year to use as teacher in-service days.

H. PLANNING TIME

The schedule for each full-time equivalent certified staff shall include at least two hundred (200) minutes per week for instructional planning, grading and/or evaluation conferences.

The term "preparation and conference time" shall mean work time during the teacher work day, exclusive of the professional staff member's daily duty-free lunch period. This time is generally used by a professional staff member for any school-related duties.

The elementary professional staff member shall be provided at least 200 minutes of preparation time per week in the context of the pupil day.

The secondary professional staff member (7-12) shall be provided with a daily preparation period. Such preparation shall be the same length as a regular class period, but not less than forty (40) minutes in length.

I. LESSON PLANS

Professional staff members shall be responsible for the preparation of lesson plans where such staff has a teaching assignment. Such lesson plans will be prepared for daily lessons not less than three (3) days in advance. All daily lesson plans will be available/accessible within each assigned classroom or assigned teaching area at a location designated by the building principal. All such plans will be consistent with current adopted course objectives and the curriculum guides. Special lesson plans may be submitted by staff for use by substitutes.

J. CURRICULUM MAPPING

At the beginning of each year, building principals will receive input from building representatives as to when curriculum mapping meetings should occur during the school year.

Delay Days

Beginning September 1, 2005, four (4) delay days for individual curriculum mapping will be provided for teachers. The delay days will last one and one-fourth (1 1/4) hours in length. Annually, the Association shall recommend to the administration when such days should occur during the calendar year. The Superintendent or designee and the Association President or designee may meet to discuss and evaluate the delay day program progress at the end of each year.

K. SUPPLY/MATERIAL PURCHASE & BUDGETING

Each building will be given a budget. The principals of each school shall meet with his/her staff to inform them of the amount of budget allocated to each school at least one month prior to deadline for submission of purchase orders.

The principal shall discuss with his/her staff the amounts available for purchase ordering and the procedure for ordering of supplies, materials, books, regular and supplemental materials to be used by the affected staff member. The amount of such budget in the elementaries will be divided on a per pupil basis.

A copy of all staff submitted purchase orders shall be returned to each respective staff member with a clear indication as to the approval or disapproval in whole or part of the items (materials/equipment ordered). Prior to making a substitution, the principal will make a reasonable attempt to notify the teacher and obtain their input.

L. CLEANING SUPPLIES & TOOLS

The School District will provide all of the cleaning supplies and tools necessary to clean the work area, kitchen, bus, classroom (especially elementary), etc. Such supplies shall be readily accessible at the primary work location applicable to the job classification. (kitchen, bus garage, custodial storage closet) Access to cleaning supplies and tools for some shall be made available to certified staff who request same.

M. SPECIAL PROVISIONS RELATED TO BUS DRIVERS AND TRANSPORTATION

1. Posting and Bidding of Bus Routes

Routine runs or trips added or organized and anticipated to operate on regular schedules for a period of more than twenty-five (25) days shall be posted to be claimed by the most senior driver requesting the run or trip if the run or trip does not interfere with regular or normal A.M. and/ or P.M. routes and shall be considered part of that route or run. Initial bidding of bus routes shall begin no less than 5 days before school starts.

- a. The above rule shall not apply if and when such addition to a route would require excessive additional miles to transport the bus to and/or from the point of origin and/or conclusion.

- b. A routine run or trip described above, awarded and then terminated at a later date because of a change that originally caused the run or trip to be created, shall not be considered grounds for bumping as described in the preceding paragraph even when such change requires a re-timing and adjustment in compensation for the driver.

2. Procedure for Awarding Bus Routes

To the extent possible, bus runs will be equalized according to the following criteria:

- a. The number of pupils;
- b. Capacity of the bus; and
- c. Total length of time required to complete the entire run of all assigned stops.

All vacant or new bus runs shall then be posted for a period of not less than ten (10) work days. Such posting shall contain (a) a description of the run; (b) the approximate number of students; (c) the bus to be used for the run; and (d) the approximate time of route based on transportation software. All postings and notices shall be placed in the Payne bus garage and the Grover Hill office in a location accessible to the drivers and other employees.

Each such run shall be awarded to the most senior bidding employee for that run. All runs shall be effective beginning the first day of school. In the event of a permanent vacancy, due to a driver leaving employment with the Board in the middle of the school year, his/her run shall be posted for a period of five (5) working days and bid upon in accordance with the above enumerated bid procedures. Openings resulting from runs vacated due to the bid procedure shall be bid upon according to the initial bidding procedures above.

When school bus runs are reorganized or whenever there is (are) a change(s) that results in more than 15 minutes in working conditions or overall pay to a senior bus driver, that driver shall be permitted to bid (bump) into any other route or assignment of runs driven by a less senior bus driver.

BUS ROUTE TIMING FORMULA

Bus drivers will be paid based on the following formula.

Timed routes for each bus driver shall be calculated using the transportation computer software, utilizing all stops with all students and the appropriate parameters to simulate actual driving conditions (at bargaining time set at 17 mph) plus thirty (30) minutes added for contingency and pre-trip.

There shall be a grace period of fifteen (15) minutes for the purposes of pay calculations and bumping procedures to be initiated. *Bumping shall not take place when the time of a bus route is changed solely due to temporary road conditions.*

In the event the employee or employer believes a bus route is inaccurately timed or is consistently above the 15 minute grace period, either party has the right to notify the other party in writing of such discrepancies. The transportation director and a representative from the Association shall ride the bus, if necessary, in order to arrive at a more accurate timed route.

3. Awarding of Field Trips and Extracurricular / Athletic Trips:

Except in cases of emergency, field trips, extracurricular activities, and/or athletic trips will be posted in the bus garage at least five (5) days (but not more than 1 month) in advance. Such extra trip runs notice will indicate whether or not the regular afternoon bus run can be completed. Such trips will be awarded on a rotation basis by seniority from the posted list of drivers who have signed for extra runs as follows:

- a. At the beginning of each school year, bus drivers will be given a form upon which they will indicate their intention to be placed on the rotation list as well as their interest in other activity and field trip runs. All of the names of interested drivers will be placed on the list in order of seniority. Bus drivers will also be asked to indicate on this form if they are or are not willing to chaperon the students they might transport on field trips. Bus drivers will not be required to serve as chaperons to students on field trips, but they may volunteer to do so if requested.
- b. As a driver is offered an available trip, his/her name is to be checked off, indicating acceptance or rejection of the trip.
- c. If a signed driver does not desire extra trips or shuttle runs, he/she shall have the option of withdrawing his/her name from the rotation list. If a driver accepts a trip and then for any reason must decline the trip, the driver's name will still be at the bottom of the list.
- d. A driver may decline such extra service but will retain his/her position on the list for extra runs until he/she accepts offered work.
- e. Such runs will be offered in sequence from those highest on the list toward those lowest on the list.
- f. As soon as a trip is awarded to a driver, the driver accepting the work will be moved to the bottom of the list.
- g. All scheduled extra runs will be taken. If the driver selected for the run becomes unavailable, regular drivers will be asked first, then substitute drivers may be asked to make the trip. If no substitute is available, the most junior driver(s) who is/are available on the seniority list will cover the scheduled trip(s).
- h. The cost of admission, if any, to park the bus or gain entry of bus to the event or location, meals and lodging, where applicable, will be provided by the employer.

4. Awarding of Shuttle Runs

Shuttle runs are scheduled runs that occur from one educational facility to another educational facility. Shuttle runs may occur before or after the driver's regularly scheduled hours, or during the school day.

Routine shuttle runs may be scheduled and included as a part of a regular bus route. Non-routine shuttle runs (new), which are not scheduled and included as part of a regular bus route must be posted according to the procedures for the posting and bidding of bus routes.

If a shuttle run becomes necessary in connection with the alternative School, the terms and conditions of this shuttle run shall be negotiated with the Association.

5. Bus Driver Compensation

- a. All field trips, extra curricular events and extra shuttle runs will be paid at the rate shown in the compensation provisions herein for the current school year.
- b. When Regular Route Cannot Be Run and Extracurricular Trips, Field Trips, or Shuttles Are Cancelled Within an Hour of Departure Time - Bus driver will be compensated a minimum of two (2) hours of pay or their regular route pay, whichever is greater, even if such trip is canceled, when such cancellation occurs so late that the driver cannot run his/her regular route.
- c. When Field Trip is Scheduled on a Non-School Day and the Trip or Shuttle is Cancelled Within an Hour of Pick-up or Departure Time - Bus driver shall be compensated for 2 hours of pay.
- d. For Trips Taking More Than 2 Hours Which Do Not Fall Between the Drivers Regular Morning and Afternoon Runs - Bus driver shall be compensated for clean up for an additional 15 minutes.
- e. Staff Driving Buses to or from Their Own Extracurricular Activities or Field Trips - Staff members driving bus and concurrently working in another capacity shall be paid for driving time only.
- f. For Classified Staff Assigned Away from Regular Duty Due to Bus Driver Unavailability - Such staff shall receive the greater amount of pay between the two positions.
- g. For Training Activities in Which the Board (Or Its Representative) Request or Require Bus Drivers to Participate Or Where Bus Drivers Serve as Trainers - Bus driver will be paid at their regular rate of pay for any training activities in which they are requested or required to participate or where they are the trainer.
- h. For Bus Fueling, Clean Up, Breakdowns, and Other Special Situations as Per Current Practices - Bus drivers shall be compensated at their regular rate of pay for additional time beyond the regular bus run to which the affected individual(s) is assigned. Breakdown / downtime shall be defined as any mechanical failure or the inability of the bus to move during the course of a route or bus run due to weather conditions, detainment of the driver by a law enforcement agency, or for any other reason beyond the control of the driver.

6. Physical Examinations/Commercial Driver's License/Drug Testing

The employer will pay for any annual physical examination required for the maintenance of licensure or which may otherwise be required annually. The employer shall select the physician from which to secure the physical examination.

- a. Both the Association and the Board recognize illegal drug usage and impairment due to alcohol are threats to the safety of our employees, students, and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising therefrom, and where possible, rehabilitation.
- b. Effective January 1, 1995, employees required to hold a commercial driver's license (CDL) will be required to submit to a drug test and an alcohol test where the employee is involved in an accident, has caused a serious injury to the public, the employee, or fellow employees, or where the employee's supervisor or another

administrator has a reasonable suspicion, based on specific, contemporaneous and articulable observation of the employee, that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including but not limited to impaired performance of job duties and responsibilities. Further, in accordance with Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations (the "Act"), employees or applicants holding CDL's may be subject to pre-employment, return to duty and random drug and alcohol testing in accordance with the Act and its regulations.

- c. The Board's contractor will preserve any specimen collected for at least three (3) months in order that the employee may at Board expense have the sample sent to another laboratory agreed to by the Board and the Association for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory agreed to by the Board and the Association, on the same sample, using a methodology selected by the third laboratory.
- d. Prior to testing, an employee may reveal any prescription drug and shall supply a physician statement in connection with that prescription drug within 72 hours. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.
- e. An employee who is required to take a test for suspected drug or alcohol abuse or following an accident or injury will be permitted to have an Association representative present during testing provided, however, that the testing will not be unreasonably delayed (more than one hour) to allow the attendance of the Association representative.
- f. The laboratory selected to conduct the analysis, including the Board's primary contractor and any lab used for confirming tests at the request of the employee, Association or Board under the Act or this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. All testing will be done in accordance with Federal regulations.
- g. All testing will be paid for by the Board. All employee testing scheduled during work hours shall be paid at the employee's regular rate of pay. All employee testing scheduled outside the work hours shall be paid for one hour at the employee's regular rate of pay.
- h. All information regarding drug or alcohol testing results will be kept confidential. Only Board personnel who need to know the information will be informed of the results.
- i. Employees who are subject to discipline, including termination, as a result of drug or alcohol use are entitled to contest the discipline through the grievance procedure of the contract, provided reinstatement, if ordered, shall be in accordance with federal law and upon the approval of the substance abuse professional.

- j. Mileage paid based on worksite to testing site and return trip. Employee shall submit appropriate documentation of the actual mileage. Mileage paid per contractual language.

7. Miscellaneous Rights/Privileges Granted to Wayne Trace Bus Drivers

- a. Bus drivers will be permitted to take their buses home between the morning and afternoon runs, but will be responsible for the delivery of the bus to the service area during this time of the day or whenever their bus requires routine service or maintenance. Bus drivers shall not be required to operate any vehicle which is unsafe or unclean where the bus driver(s) has not had responsibility or the control for the cleaning of said bus.
- b. The Transportation Supervisor or designee will keep a record of all extra runs. Such record(s) will be made available to the Association bus transportation representative upon request.
- c. The school district will provide a bus driver's operations manual to each full-time, part-time or substitute bus driver. Such operations manual will include emergency procedures especially as such procedures relate to injured children or children with special health problems that may require immediate medical attention.
- d. The school district will provide a list of children with special medical problems that may require immediate medical attention. Appropriate training to those bus drivers required to transport such children will be provided so as to enable the bus driver to reasonably handle such emergencies. Based on the staff needs, at the beginning of each school year, emergency drill training/EMT training will be provided to each of the bus drivers and substitutes.
- e. All buses will be equipped with the following: replacement windshield wipers will be of the heavy duty no freeze-up windshield type; all new buses will be ordered with heaters of sufficient size to assure comfortable levels of heat in the winter for both the bus driver and the students or the maximum heating capacity available.

8. Awarding Payment for Taking a Sports Team to State

A team leaving for state competition will generally leave on a Wednesday and return on a Saturday; therefore, the bus driver will be paid in the following manner.

- a. The bus driver is paid for the drive time only to the city of the tournament.
- b. The bus driver is awarded professional days from his/her route on Thursday and Friday; with the proper paperwork completed and approved by his/her supervisor and superintendent.
- c. The bus driver is paid for eight (8) hours of pay at his/her hourly rate of pay for Thursday, Friday and Saturday. Proper paperwork must be completed and approved by his/her supervisor.

N. EXTRA DUTY

"Extra duty" shall be divided among bargaining unit members within each job classification as follows:

Extra duty time shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest seniority. If all bargaining unit members within the affected job classification refuse the extra duty time following such initial offer, the least senior bargaining unit member, who is qualified to perform the work, may then be required by the Board to perform the extra duty work.

Compensation for extra duty - See Overtime and Call back herein.

O. **SUBSTITUTES**

Classified staff

The Board shall provide substitutes as required by the absence of a regular bargaining unit member. Regular employee schedules permitting, substitutes shall not be employed to perform the work of an absent bargaining unit member until other bargaining unit members regularly assigned to the same or similar, if any, tasks have been offered the work. Unless a clear and compelling reason exists that would prevent the work being offered to a bargaining unit member, the designated supervisor may hire a substitute for that day(s).

A substitute shall only perform the work in a bargaining unit position that remains vacant after regular bargaining unit members have been offered such work where possible of an absent bargaining unit member.

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for their experience level at the temporary assignment for those duties where the full responsibility and/or duties are required. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

Substitute Teachers

All substitutes must file an application with the Superintendent. The Superintendent will be responsible for evaluating all substitute qualifications and will recommend substitutes to the Board for appointment as day-by-day substitutes.

A teacher finding it necessary to be absent must notify the Superintendent or principal not later than 7:00 a.m. of the day of absence. Substitutes may be called for no less than half-day duty.

It is the teacher's responsibility to make all possible preparations to facilitate the work of the substitute, including lesson plans, seating charts, and other pertinent details.

Substitutes will have responsibility for adequate classroom planning during an extended assignment.

When substitutes are asked to fulfill year-end duties, they shall be paid until such duties are complete, even if students are no longer in attendance.

The Wayne Trace Education Association and the Wayne Trace Board of Education agree to compensate teachers who volunteer to substitute teach during their planning periods the sum of twenty dollars (\$20.00) per period in which such duties are performed. It is understood by both parties that Wayne Trace teachers would be asked to substitute only as a last resort and a teacher's willingness to substitute in such circumstances would be strictly voluntary.

P. CALAMITY DAYS / MAKE-UP DAYS

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. Bargaining unit members, who would ordinarily report to work prior to the delay or cancellation of school, shall not be penalized for failure to report to work on time if the weather conditions prevent it. Please reference requirements below:

1. Group 1 - Teachers, teachers aides, bus drivers, cooks, sweepers and secretaries are excused on calamity days but must serve on make up days or extended year days to meet their contractual obligations. If asked to come in on calamity days, flex time arrangements must be made with the principal. No employee in this group shall be required to report to work if he/she believes weather conditions do not permit safe travel to the work site. Employees must be paid for days beyond their contractual obligations at their hourly rate.

The state currently grants up to five calamity days which do not require make-up by Group 1 employees. For as long as the state continues to grant these five days, Group 1 employees shall not be required to report to work during these days.

2. Group 2 - 260-day employees are not given calamity days. If these employees wish to stay home, their options are: flex time, personal day, vacation day, or dock in pay. Bargaining unit members may be required to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions providing the weather conditions do not pose an undue hazard in reporting to work. At the time of request, the employee must convey to the employer whether or not an undue hazard exists for the employee to report.

Q. THREE (3) HOUR DELAY

A three (3) hour delay will be implemented on a case-by-case basis after five (5) calamity days have been missed. The following procedure has been adopted.

1. When five (5) weather related days have been missed, the Superintendent will send a letter to the WTEA informing them that a three (3) hour delay could be utilized from that point forward.
2. A two (2) hour delay will always be called first.
3. A three (3) hour delay will be announced and used on a case by case basis.

R. HOLIDAYS

Days

Except as identified below, all classified staff bargaining unit members (whose employment schedule encompasses any of the listed holidays) shall have such days off with pay:

1. Labor Day
2. Thanksgiving
3. Christmas Day
4. New Year's Day

5. Martin Luther King Jr.'s Birthday
6. Memorial Day

In addition, support staff employees on annual contracts will have Independence Day, with pay.

In the event a holiday falls on a Saturday, the preceding Friday shall be regarded as the paid holiday. All affected staff shall be paid on those days at the regular pay. In the event a holiday falls on a Sunday, the subsequent Monday shall be regarded as the paid holiday, or affected staff shall be paid for those days at the regular rate of pay.

Compensation for Holiday Work

Pay for work required on holidays shall be for the regularly scheduled hours for each bargaining unit member required to work. Holiday work or comp time, if offered, shall be at the discretion of the employee and compensation for such holiday work shall be two (2) times the regular rate.

S. HEALTH AND SAFETY

General

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No employee shall be required to use any equipment which is in an unsafe condition to the extent that it would be reasonably likely to cause injury to any person. All employees shall be required to use safety equipment at all times where such equipment is provided by the Board. No employee shall be required to work in any area where friable asbestos is present. The requirements of OSHA and UL shall be strictly enforced and any violation thereof shall constitute a grievable item. Personal safety of employees in any area of the school and at any time when they are assigned to work shall be the responsibility of the Board. Lighting of buildings, stairways, halls, parking lots and sidewalks shall conform to proper safety standards and lack thereof shall constitute a grievable item. All laboratories and other areas where machinery or hazardous materials are used shall have protection systems, guards and/or masks to protect the employee against injury or illness. Employees assigned to work on video display terminals shall be provided an additional fifteen (15) minute break after each two (2) hours work. In case of injury to an employee, it shall be the responsibility of the Board to obtain immediate medical aid. With the exception of custodians whose jobs regularly require outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 15 degrees below F. or lower. Bargaining unit members shall not be required to remain at work when the temperature of the work place is less than 60 degrees F. or greater than 100 degrees F. The Board shall provide adequate rest areas, lounges and restrooms for the use of bargaining unit members.

Students

The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The Board or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse, or injury, or to prevent damage to school property.

Medication/Medical Procedures

No bargaining unit members shall be required to dispense or administer medication. Employees shall be held legally harmless in the event of injury to students or other employees in their area of assignment providing the employee is/has acted in good faith within his/her scope of responsibility.

No bargaining unit member shall be required to perform medical procedures or custodial care, i.e., catheterization, IV's, tube feeding, unless the Bargaining Unit Member agrees to perform such duties and only after the Board of Education has provided complete training and support services. Training shall be at Board expense and whenever possible during the scheduled work day.

Supervision

A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each employee. In the absence of a building supervisor, or designee, bargaining unit members shall be held accountable only for those areas of the building where such staff has responsibility for the oversight of students and/or activities and/or are assigned to students supervision. All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not conflict directly or indirectly with any provisions of this Agreement. Any employee, or the Association, shall have the right to grieve over unreasonable work rules or an unreasonable application of reasonable work rules. Any new or unanticipated classifications and/or working conditions in the work areas and assignments encompassed by the bargaining unit during the term of this Agreement shall be negotiated between the parties with respect to rates of pay and other terms and conditions of employment.

Safety Equipment

The Board shall provide without cost to the bargaining unit member the following:

1. Approved first aid kits in all labs, kitchens, main office, custodial office/supply area, each bus, gymnasium/coaching office, and nurses office and materials in all work areas;
2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices and glasses where applicable and requested.

T. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

1. The Wayne Trace School District shall, either through the joint county-wide consortium, or within the local district as listed in exceptions below, establish a Local Professional Development Committee in compliance with appropriate provisions of Ohio Revised Code, to develop policies, procedures, and criteria for the LPDC activities.
2. The mission of the LPDC is to insure quality staff development for certified employees of Wayne Trace School District. The committee's responsibilities shall include, but not be limited to: approval of all individual professional development plans for all certified/licensed employees; development and approval of all district or building

professional development activities; approval of all C.E.U.'s, coursework, workshops, inservice; and the submission and processing of all paperwork related to teacher certificate/license renewals, upgrades, etc. or any activity that could be used for professional growth credit.

3. Committee composition and selection shall be designated by the joint county-wide consortium or the local Association with the following exceptions:

In the event the Wayne Trace Education Association no longer belongs to the consortium, a local professional development committee shall be formed between the Wayne Trace Education Association and the Wayne Trace Board of Education in compliance with the appropriate provisions of the Ohio Revised Code insofar as bargaining unit members are concerned.

4. The Wayne Trace Board of Education shall compensate the LPDC members of the Wayne Trace School District at the rate of \$25.00 per hour (not to exceed \$6,000) unless additional compensation is approved by the Wayne Trace Board of Education for LPDC activities.
5. If membership fees are required to join the LPDC consortium, the Wayne Trace Board of Education shall provide for funding related to membership of the consortium, separate from the \$6,000.
6. Individual Professional Development Plans and any other activities related to certification/licensure shall not be related to teacher evaluations.
7. Teachers agreeing to serve on this committee may be granted half-days to perform the duties of this committee as required and as approved by the Superintendent.
8. Employees who come from another district(s) will automatically be granted approval of what was approved by their former LPDC with proper verification and documentation or as designated by the consortium.
9. The final approval for professional leave still rests with the Superintendent.

U. SUPERINTENDENT INTERVIEW COMMITTEE

1. The Wayne Trace Education Association and the Wayne Trace Board of Education will form a Superintendent Interview Committee to assist in the selection of a Superintendent.
2. The Superintendent Interview Committee will be represented by a maximum of three (3) Association members (one from each building), in addition to the Board representatives.
3. Upon notice of a vacancy of a Superintendent, a Board representative will notify the President of the Wayne Trace Education Association, or designee, to establish tentative time lines for the interview process.
4. The Superintendent Interview Committee will become involved at the final interview process for the purposes of input.
5. The Board has the final decision on the hiring of the Superintendent.
6. All information will be kept strictly confidential.

V. BUILDING PRINCIPAL INTERVIEW COMMITTEE

1. The Wayne Trace Education Association and the Wayne Trace Board of Education will form a Building Principal Interview Committee to assist in the selection of a new building principal.
2. The Building Principal Interview Committee will be composed of a maximum of 6 members, with the Association having up to 3 members, and the Board having up to 3 members. No quorum will be needed for the Building Principal Interview Committee to function.
3. Upon notice of a vacancy of a Building Principal, the Superintendent will notify the President of the Wayne Trace Education Association, or designee, to establish tentative time lines for the interview process.
4. The Building Principal Interview Committee will become involved at the initial interview process with both parties given time to actively participate.
5. The Building Principal Interview Committee will recommend a list of finalists to the Wayne Trace Board of Education to be considered for the opening.
6. The Wayne Trace Board of Education will meet with at least one representative of the building Principal Interview Committee at the date of the final interview with the Board.
7. All information will be kept strictly confidential.

W. PARENTAL OR CITIZEN COMPLAINTS

Parental or citizen complaints of any nature shall be brought to the attention of the staff member immediately, but no later than 48 hours after being received by an administrator or their designee. If the staff member desires to meet with the individual making the complaint, the administration shall, at the staff member's request, set up a meeting with the complainant. An administrator shall be present during this meeting, if requested, by the staff member. The teacher may request a representative of the Association at this meeting.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. MAINTENANCE OF BENEFITS

All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, preparation periods, leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect in the system at the time this Contract is signed except as otherwise specifically addressed in this Contract. This Contract shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless expressly stated herein.

No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Contract. Any portion of the existing documents that is inconsistent with this Contract shall be ineffective.

B. SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

C. CONSULTING TEACHER PROGRAM

Teachers who are selected to be mentors shall be paid in accordance with the standards set by the county office for the administration of grant monies. In the event that grant money is no longer available to fund teacher mentors, the issue of whether mentoring will continue and whether it will be paid for, will be addressed by the administration and Association. The parties will come to an agreement as it relates to wages, hours, terms and other conditions of employment.

D. ESEA

As issues of ESEA present themselves, the Board and Association agree to negotiate these issues as they arise.

E. AMENDMENTS

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this Agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this Agreement shall be conducted in accordance with the terms of this Agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

F. DURATION OF AGREEMENT

This Agreement shall become effective as of September 1, 2008, and remain in effect until August 31, 2011. This Agreement shall be the base from which future negotiations shall proceed. If any item in this Agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

G. SUCCESSOR AGREEMENT

The parties agree that:

1. The term of the successor agreement shall be for one (1) year beginning September 1, 2011, through August 1, 2012 ("the extended period").
2. The provisions of the successor agreement shall be identical to the provisions of the current agreement with the salaries for the extended period as specified herein for that period.

The parties jointly waive any and all claims to negotiations of any other terms or conditions of this duration agreement for the extended period except memorandums of understanding or agreements, and declare their intent that this duration agreement is in compliance with Ohio Revised Code 4117.09(E).

This agreement supersedes and cancels all previous agreements, between the Board and Association, and constitutes the entire written agreement between the parties.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the negotiating chairperson and superintendent.

F. William Jeffrey
President, Wayne Trace Education Association

Date 6-6-08

Annette Kulin
Negotiations Chairperson
Wayne Trace Education Association

Date 6-6-08

L. Keel
President, Wayne Trace Local Board of Education

Date 6-16-08

Brian R. Xerbin
Superintendent, Wayne Trace School District

Date 6-6-08

GRIEVANCE REPORT FORM

Date Received _____

Received by _____
(initialed)

Grievance # _____

Distribution of Forms: 1. Superintendent 2. Principal
 3. Association 4. Teacher

Grievance Report

Submit in Quadruplicate

Name of Grievant _____

Building _____ Assignment _____ Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature _____ Date _____

C. Disposition by Principal _____

Acceptance of Disposition by Grievant _____
Signature _____ Date _____

STEP II

A. Position of Grievant _____

B. Date Received by Superintendent _____

C. Disposition of Superintendent _____

Signature

Date

Acceptance of disposition by Grievant _____

Signature

Date

STEP III

A. Position of Grievant _____

Signature

Date

B. Date Received by Treasurer of Board _____

C. Disposition by Board _____

Signature

Date

Acceptance of disposition by Grievant _____

Signature

Date

STEP IV

A. Position of Grievant _____

Signature

Date

B. Date Arbitration filed with Treasurer of Board _____

Date of Decision

Signature of Arbitrator

Acceptance of disposition by Grievant _____
Signature Date

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2008-2009**

| Step | BS or BA | BA+9 | 150 SEM HRS | BA+21 | MA | MA+15 |
|------|-----------|-----------|-------------|-----------|-----------|-----------|
| 0 | 28,630.21 | 29,174.18 | 29,718.15 | 30,534.12 | 31,350.08 | 32,166.04 |
| | 1.00000 | 1.01900 | 1.03800 | 1.06650 | 1.09500 | 1.12350 |
| 1 | 29,718.15 | 30,333.70 | 30,949.25 | 31,836.79 | 32,724.33 | 33,611.86 |
| | 1.03800 | 1.05950 | 1.08100 | 1.11200 | 1.14300 | 1.17400 |
| 2 | 30,806.10 | 31,493.23 | 32,180.35 | 33,139.46 | 34,098.58 | 35,057.69 |
| | 1.07600 | 1.10000 | 1.12400 | 1.15750 | 1.19100 | 1.22450 |
| 3 | 31,894.05 | 32,652.75 | 33,411.45 | 34,442.14 | 35,472.83 | 35,057.69 |
| | 1.11400 | 1.14050 | 1.16700 | 1.20300 | 1.23900 | 1.27500 |
| 4 | 32,982.00 | 33,812.27 | 34,642.55 | 35,744.81 | 36,847.08 | 37,949.34 |
| | 1.15200 | 1.18100 | 1.21000 | 1.24850 | 1.28700 | 1.32550 |
| 5 | 34,069.95 | 34,971.80 | 35,873.65 | 37,047.49 | 38,221.33 | 39,395.16 |
| | 1.19000 | 1.22150 | 1.25300 | 1.29400 | 1.33500 | 1.37600 |
| 6 | 35,157.89 | 36,131.32 | 37,104.75 | 38,350.16 | 39,595.58 | 49,840.99 |
| | 1.22800 | 1.26200 | 1.29600 | 1.33950 | 1.38300 | 1.42650 |
| 7 | 36,245.84 | 37,290.84 | 38,335.85 | 39,652.84 | 40,969.83 | 42,286.82 |
| | 1.26600 | 1.30250 | 1.33900 | 1.38500 | 1.43100 | 1.47700 |
| 8 | 37,333.79 | 38,450.37 | 39,566.95 | 40,955.51 | 42,344.08 | 43,732.64 |
| | 1.30400 | 1.34300 | 1.38200 | 1.43050 | 1.47900 | 1.52750 |
| 9 | 38,421.74 | 39,609.89 | 40,798.04 | 42,258.18 | 43,718.33 | 45,178.47 |
| | 1.34200 | 1.38350 | 1.42500 | 1.47600 | 1.52700 | 1.57800 |
| 10 | 39,509.69 | 40,769.41 | 42,029.14 | 43,560.86 | 45,092.58 | 46,624.29 |
| | 1.38000 | 1.42400 | 1.46800 | 1.52150 | 1.57500 | 1.62850 |
| 11 | 40,597.63 | 41,928.94 | 43,260.24 | 44,863.53 | 46,466.83 | 48,070.12 |
| | 1.41800 | 1.46450 | 1.51100 | 1.56700 | 1.62300 | 1.67900 |
| 12 | 40,597.63 | 43,088.46 | 44,491.34 | 46,166.21 | 47,841.08 | 49,515.94 |
| | 1.41800 | 1.50500 | 1.55400 | 1.61250 | 1.67100 | 1.72950 |
| 13 | 40,597.63 | 43,088.46 | 45,722.44 | 47,468.88 | 49,215.33 | 50,961.77 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.71900 | 1.78000 |
| 14 | 40,597.63 | 43,088.46 | 45,722.44 | 47,468.88 | 50,589.58 | 52,407.59 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.76700 | 1.83050 |
| 17 | 40,886.80 | 43,377.63 | 46,011.61 | 47,758.05 | 50,878.74 | 52,696.76 |
| | 1.42810 | 1.51510 | 1.60710 | 1.66810 | 1.77710 | 1.84060 |
| 20 | 41,462.27 | 43,953.09 | 46,587.07 | 48,333.51 | 51,454.21 | 53,272.23 |
| | 1.44820 | 1.53520 | 1.62720 | 1.68820 | 1.79720 | 1.86070 |
| 23 | 42,040.60 | 44,531.42 | 47,165.40 | 48,911.84 | 52,032.54 | 53,850.56 |
| | 1.46840 | 1.55540 | 1.64740 | 1.70840 | 1.81740 | 1.88090 |
| 27 | 42,905.23 | 45,396.06 | 48,030.03 | 49,776.48 | 52,897.17 | 54,715.19 |
| | 1.49860 | 1.58560 | 1.67760 | 1.73860 | 1.84760 | 1.91110 |
| 29 | 43,337.54 | 45,828.37 | 48,462.35 | 50,208.79 | 53,329.49 | 55,147.50 |
| | 1.51370 | 1.60070 | 1.69270 | 1.75370 | 1.86270 | 1.92620 |

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2009-2010**

| Step | BS or BA | BA+9 | 150 SEM HRS | BA+21 | MA | MA+15 |
|------|-----------|-----------|-------------|-----------|-----------|-----------|
| 0 | 29,202.81 | 29,757.66 | 30,312.52 | 31,144.80 | 31,977.08 | 32,809.36 |
| | 1.00000 | 1.01900 | 1.03800 | 1.06650 | 1.09500 | 1.12350 |
| 1 | 30,312.52 | 30,940.38 | 31,568.24 | 32,473.53 | 33,378.81 | 34,284.10 |
| | 1.03800 | 1.05950 | 1.08100 | 1.11200 | 1.14300 | 1.17400 |
| 2 | 31,422.22 | 32,123.09 | 32,823.96 | 33,802.25 | 34,780.55 | 35,758.84 |
| | 1.07600 | 1.10000 | 1.12400 | 1.15750 | 1.19100 | 1.22450 |
| 3 | 32,531.93 | 33,305.81 | 34,079.68 | 35,130.98 | 36,182.28 | 37,233.58 |
| | 1.11400 | 1.14050 | 1.16700 | 1.20300 | 1.23900 | 1.27500 |
| 4 | 33,641.64 | 34,488.52 | 35,335.40 | 36,459.71 | 37,584.02 | 38,708.33 |
| | 1.15200 | 1.18100 | 1.21000 | 1.24850 | 1.28700 | 1.32550 |
| 5 | 34,751.34 | 35,671.23 | 36,591.12 | 37,788.44 | 38,985.75 | 40,183.07 |
| | 1.19000 | 1.22150 | 1.25300 | 1.29400 | 1.33500 | 1.37600 |
| 6 | 35,861.05 | 36,853.95 | 37,846.84 | 39,117.16 | 40,387.49 | 41,657.81 |
| | 1.22800 | 1.26200 | 1.29600 | 1.33950 | 1.38300 | 1.42650 |
| 7 | 36,970.76 | 38,036.66 | 39,102.56 | 40,445.89 | 41,789.22 | 43,132.55 |
| | 1.26600 | 1.30250 | 1.33900 | 1.38500 | 1.43100 | 1.47700 |
| 8 | 38,080.47 | 39,219.37 | 40,358.28 | 41,774.62 | 43,190.96 | 44,607.29 |
| | 1.30400 | 1.34300 | 1.38200 | 1.43050 | 1.47900 | 1.52750 |
| 9 | 39,190.17 | 40,402.09 | 41,614.01 | 43,103.35 | 44,592.69 | 46,082.04 |
| | 1.34200 | 1.38350 | 1.42500 | 1.47600 | 1.52700 | 1.57800 |
| 10 | 40,299.88 | 41,584.80 | 42,869.73 | 44,432.08 | 45,994.43 | 47,556.78 |
| | 1.38000 | 1.42400 | 1.46800 | 1.52150 | 1.57500 | 1.62850 |
| 11 | 41,409.59 | 42,767.52 | 44,125.45 | 45,760.80 | 47,396.16 | 49,031.52 |
| | 1.41800 | 1.46450 | 1.51100 | 1.56700 | 1.62300 | 1.67900 |
| 12 | 41,409.59 | 43,950.23 | 45,381.17 | 47,089.53 | 48,797.90 | 50,506.26 |
| | 1.41800 | 1.50500 | 1.55400 | 1.61250 | 1.67100 | 1.72950 |
| 13 | 41,409.59 | 43,950.23 | 46,636.89 | 48,418.26 | 50,199.63 | 51,981.00 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.71900 | 1.78000 |
| 14 | 41,409.59 | 43,950.23 | 46,636.89 | 48,418.26 | 51,601.37 | 53,455.75 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.76700 | 1.83050 |
| 17 | 41,704.53 | 44,245.18 | 46,931.84 | 48,713.21 | 51,896.31 | 53,750.69 |
| | 1.42810 | 1.51510 | 1.60710 | 1.66810 | 1.77710 | 1.84060 |
| 20 | 42,291.51 | 44,832.16 | 47,518.81 | 49,300.19 | 52,483.29 | 54,337.67 |
| | 1.44820 | 1.53520 | 1.62720 | 1.68820 | 1.79720 | 1.86070 |
| 23 | 42,881.41 | 45,422.05 | 48,108.71 | 49,890.08 | 53,073.19 | 54,927.57 |
| | 1.46840 | 1.55540 | 1.64740 | 1.70840 | 1.81740 | 1.88090 |
| 27 | 43,763.33 | 46,303.98 | 48,990.64 | 50,772.01 | 53,955.11 | 55,809.49 |
| | 1.49860 | 1.58560 | 1.67760 | 1.73860 | 1.84760 | 1.91110 |
| 29 | 44,204.29 | 46,744.94 | 49,431.60 | 51,212.97 | 54,396.08 | 56,250.45 |
| | 1.51370 | 1.60070 | 1.69270 | 1.75370 | 1.86270 | 1.92620 |

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2010-2011**

| Step | BS or BA | BA+9 | 150 SEM HRS | BA+21 | MA | MA+15 |
|------|-----------|-----------|-------------|-----------|-----------|-----------|
| 0 | 30,078.90 | 30,650.39 | 31,221.89 | 32,079.14 | 32,936.39 | 33,793.64 |
| | 1.00000 | 1.01900 | 1.03800 | 1.06650 | 1.09500 | 1.12350 |
| 1 | 31,221.89 | 31,868.59 | 32,515.29 | 33,447.73 | 34,380.18 | 35,312.62 |
| | 1.03800 | 1.05950 | 1.08100 | 1.11200 | 1.14300 | 1.17400 |
| 2 | 32,364.89 | 33,086.78 | 33,808.68 | 34,816.32 | 35,823.96 | 36,831.61 |
| | 1.07600 | 1.10000 | 1.12400 | 1.15750 | 1.19100 | 1.22450 |
| 3 | 33,507.89 | 34,304.98 | 35,102.07 | 36,184.91 | 37,267.75 | 38,350.59 |
| | 1.11400 | 1.14050 | 1.16700 | 1.20300 | 1.23900 | 1.27500 |
| 4 | 34,650.89 | 35,523.18 | 36,395.46 | 37,553.50 | 38,711.54 | 39,869.58 |
| | 1.15200 | 1.18100 | 1.21000 | 1.24850 | 1.28700 | 1.32550 |
| 5 | 35,793.89 | 36,741.37 | 37,688.86 | 38,922.09 | 40,155.32 | 41,388.56 |
| | 1.19000 | 1.22150 | 1.25300 | 1.29400 | 1.33500 | 1.37600 |
| 6 | 36,936.88 | 37,959.57 | 38,982.25 | 40,290.68 | 41,599.11 | 42,907.54 |
| | 1.22800 | 1.26200 | 1.29600 | 1.33950 | 1.38300 | 1.42650 |
| 7 | 38,079.88 | 39,177.76 | 40,275.64 | 41,659.27 | 43,042.90 | 44,426.53 |
| | 1.26600 | 1.30250 | 1.33900 | 1.38500 | 1.43100 | 1.47700 |
| 8 | 39,222.88 | 40,395.96 | 41,569.03 | 43,027.86 | 44,486.69 | 45,945.51 |
| | 1.30400 | 1.34300 | 1.38200 | 1.43050 | 1.47900 | 1.52750 |
| 9 | 40,365.88 | 41,614.15 | 42,862.43 | 44,396.45 | 45,930.47 | 47,464.50 |
| | 1.34200 | 1.38350 | 1.42500 | 1.47600 | 1.52700 | 1.57800 |
| 10 | 41,508.88 | 42,832.35 | 44,155.82 | 45,765.04 | 47,374.26 | 48,983.48 |
| | 1.38000 | 1.42400 | 1.46800 | 1.52150 | 1.57500 | 1.62850 |
| 11 | 42,651.87 | 44,050.54 | 45,449.21 | 47,133.63 | 48,818.05 | 50,502.46 |
| | 1.41800 | 1.46450 | 1.51100 | 1.56700 | 1.62300 | 1.67900 |
| 12 | 42,651.87 | 45,268.74 | 46,742.60 | 48,502.22 | 50,261.83 | 52,021.45 |
| | 1.41800 | 1.50500 | 1.55400 | 1.61250 | 1.67100 | 1.72950 |
| 13 | 42,651.87 | 45,268.74 | 48,036.00 | 49,870.81 | 51,705.62 | 53,540.43 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.71900 | 1.78000 |
| 14 | 42,651.87 | 45,268.74 | 48,036.00 | 49,870.81 | 53,149.41 | 55,059.42 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.76700 | 1.83050 |
| 17 | 42,955.67 | 45,572.53 | 48,339.79 | 50,174.60 | 53,453.20 | 55,363.21 |
| | 1.42810 | 1.51510 | 1.60710 | 1.66810 | 1.77710 | 1.84060 |
| 20 | 43,560.26 | 46,177.12 | 48,944.38 | 50,779.19 | 54,057.79 | 55,967.80 |
| | 1.44820 | 1.53520 | 1.62720 | 1.68820 | 1.79720 | 1.86070 |
| 23 | 44,167.85 | 46,784.71 | 49,551.97 | 51,386.78 | 54,665.38 | 56,575.39 |
| | 1.46840 | 1.55540 | 1.64740 | 1.70840 | 1.81740 | 1.88090 |
| 27 | 45,076.23 | 47,693.10 | 50,460.35 | 52,295.17 | 55,573.77 | 57,483.78 |
| | 1.49860 | 1.58560 | 1.67760 | 1.73860 | 1.84760 | 1.91110 |
| 29 | 45,530.42 | 48,147.29 | 50,914.55 | 52,749.36 | 56,027.96 | 57,937.97 |
| | 1.51370 | 1.60070 | 1.69270 | 1.75370 | 1.86270 | 1.92620 |

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE
2011-2012**

| Step | BA | BA+9 | 150 SEM | BA+21 | MA | MA+15 |
|------|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | 30,680.47 | 31,263.40 | 31,846.33 | 32,720.72 | 33,595.11 | 34,469.51 |
| | 1.00000 | 1.01900 | 1.03800 | 1.06650 | 1.09500 | 1.12350 |
| 1 | 31,846.33 | 32,505.96 | 33,165.59 | 34,116.68 | 35,067.77 | 36,018.87 |
| | 1.03800 | 1.05950 | 1.08100 | 1.11200 | 1.14300 | 1.17400 |
| 2 | 33,012.18 | 33,748.51 | 34,484.85 | 35,512.64 | 36,540.44 | 37,568.23 |
| | 1.07600 | 1.10000 | 1.12400 | 1.15750 | 1.19100 | 1.22450 |
| 3 | 34,178.04 | 34,991.07 | 35,804.11 | 36,908.60 | 38,013.10 | 39,117.60 |
| | 1.11400 | 1.14050 | 1.16700 | 1.20300 | 1.23900 | 1.27500 |
| 4 | 35,343.90 | 36,233.63 | 37,123.37 | 38,304.56 | 39,485.76 | 40,666.96 |
| | 1.15200 | 1.18100 | 1.21000 | 1.24850 | 1.28700 | 1.32550 |
| 5 | 36,509.76 | 37,476.19 | 38,442.63 | 39,700.53 | 40,958.42 | 42,216.32 |
| | 1.19000 | 1.22150 | 1.25300 | 1.29400 | 1.33500 | 1.37600 |
| 6 | 37,675.61 | 38,718.75 | 39,761.89 | 41,096.49 | 42,431.09 | 43,765.69 |
| | 1.22800 | 1.26200 | 1.29600 | 1.33950 | 1.38300 | 1.42650 |
| 7 | 38,841.47 | 39,961.31 | 41,081.15 | 42,492.45 | 43,903.75 | 45,315.05 |
| | 1.26600 | 1.30250 | 1.33900 | 1.38500 | 1.43100 | 1.47700 |
| 8 | 40,007.33 | 41,203.87 | 42,400.41 | 43,888.41 | 45,376.41 | 46,864.41 |
| | 1.30400 | 1.34300 | 1.38200 | 1.43050 | 1.47900 | 1.52750 |
| 9 | 41,173.19 | 42,446.43 | 43,719.67 | 45,284.37 | 46,849.07 | 48,413.78 |
| | 1.34200 | 1.38350 | 1.42500 | 1.47600 | 1.52700 | 1.57800 |
| 10 | 42,339.05 | 43,688.99 | 45,038.93 | 46,680.33 | 48,321.74 | 49,963.14 |
| | 1.38000 | 1.42400 | 1.46800 | 1.52150 | 1.57500 | 1.62850 |
| 11 | 43,504.90 | 44,931.55 | 46,358.19 | 48,076.29 | 49,794.40 | 51,512.51 |
| | 1.41800 | 1.46450 | 1.51100 | 1.56700 | 1.62300 | 1.67900 |
| 12 | 43,504.90 | 46,174.10 | 47,677.45 | 49,472.25 | 51,267.06 | 53,061.87 |
| | 1.41800 | 1.50500 | 1.55400 | 1.61250 | 1.67100 | 1.72950 |
| 13 | 43,504.90 | 46,174.10 | 48,996.71 | 50,868.22 | 52,739.72 | 54,611.23 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.71900 | 1.78000 |
| 14 | 43,504.90 | 46,174.10 | 48,996.71 | 50,868.22 | 54,212.39 | 56,160.60 |
| | 1.41800 | 1.50500 | 1.59700 | 1.65800 | 1.76700 | 1.83050 |
| 17 | 43,814.78 | 46,483.98 | 49,306.58 | 51,178.09 | 54,522.26 | 56,470.47 |
| | 1.42810 | 1.51510 | 1.60710 | 1.66810 | 1.77710 | 1.84060 |
| 20 | 44,431.45 | 47,100.65 | 49,923.26 | 51,794.77 | 55,138.94 | 57,087.15 |
| | 1.44820 | 1.53520 | 1.62720 | 1.68820 | 1.79720 | 1.86070 |
| 23 | 45,051.20 | 47,720.40 | 50,543.00 | 52,414.51 | 55,758.68 | 57,706.89 |
| | 1.46840 | 1.55540 | 1.64740 | 1.70840 | 1.81740 | 1.88090 |
| 27 | 45,977.75 | 48,646.95 | 51,469.55 | 53,341.06 | 56,685.23 | 58,633.44 |
| | 1.49860 | 1.58560 | 1.67760 | 1.73860 | 1.84760 | 1.91110 |
| 29 | 46,441.02 | 49,110.22 | 51,932.83 | 53,804.34 | 57,148.51 | 59,096.72 |
| | 1.51370 | 1.60070 | 1.69270 | 1.75370 | 1.86270 | 1.92620 |

WAYNE TRACE LOCAL
EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE
2008-2009

| | FOOD SERVICE | BUS DRIVER | TEACHER AIDE | ELEM. LIB. AIDE | STUDY HALL MONITOR/ PRESALE TICKET MGR. | SECRETARY | CUSTODIAN | STUDY HALL MONITOR |
|---------|--------------|------------|--------------|-----------------|--|-----------|-----------|--------------------|
| STEP 0 | \$8.90 | \$12.72 | \$9.74 | \$10.96 | \$12.16 | \$12.17 | \$13.16 | \$10.95 |
| STEP 1 | \$9.59 | \$13.84 | \$10.16 | \$11.56 | \$12.70 | \$12.76 | \$14.17 | \$11.42 |
| STEP 2 | \$10.27 | \$14.96 | \$10.58 | \$12.17 | \$13.23 | \$13.34 | \$15.16 | \$11.89 |
| STEP 3 | \$10.95 | \$15.23 | \$10.94 | \$12.76 | \$13.73 | \$13.95 | \$15.38 | \$12.33 |
| STEP 4 | \$11.64 | \$15.51 | \$11.06 | \$13.34 | \$13.97 | \$14.53 | \$15.58 | \$12.51 |
| STEP 5 | \$11.99 | \$15.79 | \$11.19 | \$13.95 | \$14.09 | \$14.72 | \$15.77 | \$12.65 |
| STEP 6 | \$12.33 | \$16.07 | \$11.33 | \$14.53 | \$14.25 | \$14.95 | \$15.98 | \$12.79 |
| STEP 10 | \$13.04 | \$17.20 | \$11.72 | \$15.13 | \$14.49 | \$15.13 | \$16.18 | \$13.10 |
| STEP 15 | \$13.44 | \$17.70 | \$12.08 | \$15.73 | \$15.01 | \$15.73 | \$17.21 | \$13.54 |
| STEP 20 | \$14.14 | \$18.82 | \$12.46 | \$16.18 | \$15.46 | \$16.18 | \$17.72 | \$13.97 |
| STEP 25 | \$15.14 | \$19.82 | \$13.46 | \$17.18 | \$16.46 | \$17.18 | \$18.72 | \$14.97 |

NOTES:

1. Head Cook Position: Add 7.3% to salary
2. Sweeper Rate: 80% of base custodian rate
3. Bus Mechanic: Add 21.2% to custodian rate
4. Activity Bus Trips:
 - \$9.90/hr for first two hours, and \$8.25 per hour for all other hours
5. Assistant Director of Transportation: 21% of Bus Drivers rate
6. Boiler License: Add \$1300.00

| | |
|----|-------|
| \$ | 10.53 |
| \$ | 15.95 |

WAYNE TRACE LOCAL
EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE
2009-2010

| | FOOD SERVICE | BUS DRIVER | TEACHER AIDE | ELEM. LIB. AIDE | STUDY HALL MONITOR/ PRESALE TICKET MGR. | SECRETARY | CUSTODIAN | STUDY HALL MONITOR |
|---------|--------------|------------|--------------|-----------------|--|-----------|-----------|--------------------|
| STEP 0 | \$9.08 | \$12.97 | \$9.93 | \$11.18 | \$12.40 | \$12.41 | \$13.42 | \$11.17 |
| STEP 1 | \$9.78 | \$14.12 | \$10.36 | \$11.79 | \$12.95 | \$13.02 | \$14.45 | \$11.65 |
| STEP 2 | \$10.48 | \$15.26 | \$10.79 | \$12.41 | \$13.49 | \$13.61 | \$15.46 | \$12.13 |
| STEP 3 | \$11.17 | \$15.53 | \$11.16 | \$13.02 | \$14.00 | \$14.23 | \$15.69 | \$12.58 |
| STEP 4 | \$11.87 | \$15.82 | \$11.28 | \$13.61 | \$14.25 | \$14.82 | \$15.89 | \$12.76 |
| STEP 5 | \$12.23 | \$16.11 | \$11.41 | \$14.23 | \$14.37 | \$15.01 | \$16.09 | \$12.90 |
| STEP 6 | \$12.58 | \$16.39 | \$11.56 | \$14.82 | \$14.54 | \$15.25 | \$16.30 | \$13.05 |
| STEP 10 | \$13.30 | \$17.54 | \$11.95 | \$15.43 | \$14.78 | \$15.43 | \$16.50 | \$13.36 |
| STEP 15 | \$13.71 | \$18.05 | \$12.32 | \$16.04 | \$15.31 | \$16.04 | \$17.55 | \$13.81 |
| STEP 20 | \$14.42 | \$19.20 | \$12.71 | \$16.50 | \$15.77 | \$16.50 | \$18.07 | \$14.25 |
| STEP 25 | \$15.42 | \$20.20 | \$13.71 | \$17.50 | \$16.77 | \$17.50 | \$19.07 | \$15.25 |

NOTES:

1. Head Cook Position: Add 7.3% to salary
2. Sweeper Rate: 80% of base custodian rate
3. Bus Mechanic: Add 21.2% to custodian rate
4. Activity Bus Trips:

| | |
|----|-------|
| \$ | 10.74 |
| \$ | 16.27 |
5. Assistant Director of Transportation: 21% of Bus Drivers rate

\$9.90/hr for first two hours, and \$8.25 per hour for all other hours

WAYNE TRACE LOCAL
EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE
2010-2011

| | FOOD SERVICE | BUS DRIVER | TEACHER AIDE | ELEM. LIB. AIDE | STUDY HALL MONITOR/ PRESALE TICKET MGR. | SECRETARY | CUSTODIAN | STUDY HALL MONITOR |
|---------|--------------|------------|--------------|-----------------|--|-----------|-----------|--------------------|
| STEP 0 | \$9.35 | \$13.36 | \$10.23 | \$11.52 | \$12.77 | \$12.78 | \$13.82 | \$11.51 |
| STEP 1 | \$10.07 | \$14.54 | \$10.67 | \$12.14 | \$13.34 | \$13.41 | \$14.88 | \$12.00 |
| STEP 2 | \$10.79 | \$15.72 | \$11.11 | \$12.78 | \$13.89 | \$14.02 | \$15.92 | \$12.49 |
| STEP 3 | \$11.51 | \$16.00 | \$11.49 | \$13.41 | \$14.42 | \$14.66 | \$16.16 | \$12.96 |
| STEP 4 | \$12.23 | \$16.29 | \$11.62 | \$14.02 | \$14.68 | \$15.26 | \$16.37 | \$13.14 |
| STEP 5 | \$12.60 | \$16.59 | \$11.75 | \$14.66 | \$14.80 | \$15.46 | \$16.57 | \$13.29 |
| STEP 6 | \$12.96 | \$16.88 | \$11.91 | \$15.26 | \$14.98 | \$15.71 | \$16.79 | \$13.44 |
| STEP 10 | \$13.70 | \$18.07 | \$12.31 | \$15.89 | \$15.22 | \$15.89 | \$17.00 | \$13.76 |
| STEP 15 | \$14.12 | \$18.59 | \$12.69 | \$16.52 | \$15.77 | \$16.52 | \$18.08 | \$14.22 |
| STEP 20 | \$14.85 | \$19.78 | \$13.09 | \$17.00 | \$16.24 | \$17.00 | \$18.61 | \$14.68 |
| STEP 25 | \$15.85 | \$20.78 | \$14.09 | \$18.00 | \$17.24 | \$18.00 | \$19.61 | \$15.68 |

NOTES:

1. Head Cook Position: Add 7.3% to salary
2. Sweeper Rate: 80% of base custodian rate
3. Bus Mechanic: Add 21.2% to custodian rate
4. Activity Bus Trips:
 - \$9.90/hr for first two hours, and \$8.25 per hour for all other hours
5. Assistant Director of Transportation: 21% of Bus Drivers rate
6. Boiler License: Add \$1300.00

WAYNE TRACE LOCAL
EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULE
2011-2012

| | FOOD SERVICE | BUS DRIVER | TEACHER AIDE | ELEM. LIB. AIDE | STUDY HALL MONITOR/ PRESALE TICKET MGR. | SECRETARY | CUSTODIAN | STUDY HALL MONITOR |
|---------|--------------|------------|--------------|-----------------|--|-----------|-----------|--------------------|
| STEP 0 | \$9.54 | \$13.63 | \$10.43 | \$11.75 | \$13.03 | \$13.04 | \$14.10 | \$11.74 |
| STEP 1 | \$10.27 | \$14.83 | \$10.88 | \$12.38 | \$13.61 | \$13.68 | \$15.18 | \$12.24 |
| STEP 2 | \$11.01 | \$16.03 | \$11.33 | \$13.04 | \$14.17 | \$14.30 | \$16.24 | \$12.74 |
| STEP 3 | \$11.74 | \$16.32 | \$11.72 | \$13.68 | \$14.71 | \$14.95 | \$16.48 | \$13.22 |
| STEP 4 | \$12.47 | \$16.62 | \$11.85 | \$14.30 | \$14.97 | \$15.57 | \$16.70 | \$13.40 |
| STEP 5 | \$12.85 | \$16.92 | \$11.99 | \$14.95 | \$15.10 | \$15.77 | \$16.90 | \$13.56 |
| STEP 6 | \$13.22 | \$17.22 | \$12.15 | \$15.57 | \$15.28 | \$16.02 | \$17.13 | \$13.71 |
| STEP 10 | \$13.97 | \$18.43 | \$12.56 | \$16.21 | \$15.52 | \$16.21 | \$17.34 | \$14.04 |
| STEP 15 | \$14.40 | \$18.96 | \$12.94 | \$16.85 | \$16.09 | \$16.85 | \$18.44 | \$14.50 |
| STEP 20 | \$15.15 | \$20.18 | \$13.35 | \$17.34 | \$16.56 | \$17.34 | \$18.98 | \$14.97 |
| STEP 25 | \$16.15 | \$21.18 | \$14.35 | \$18.34 | \$17.56 | \$18.34 | \$19.98 | \$15.97 |

NOTES:

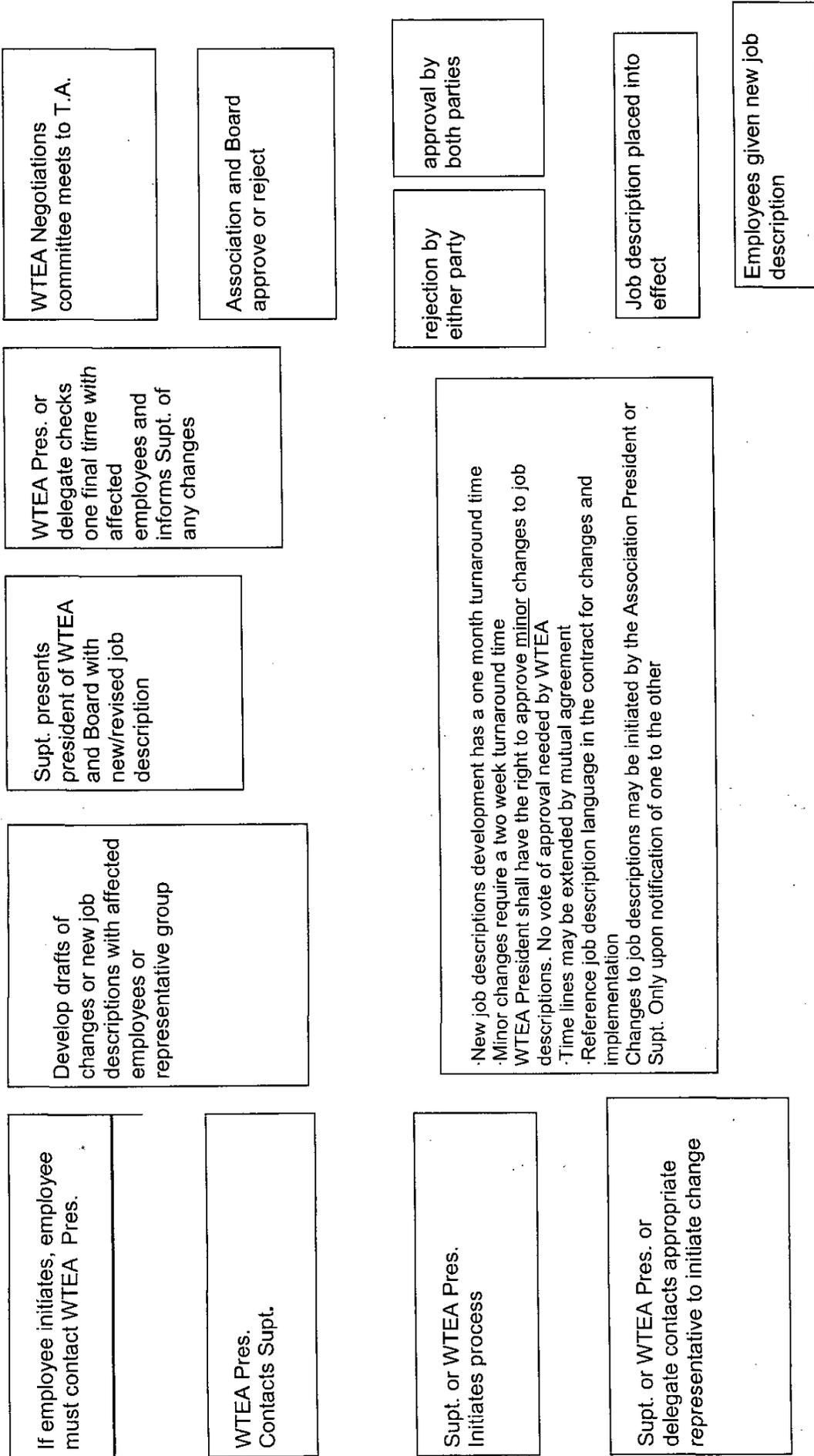
1. Head Cook Position: Add 7.3% to salary
2. Sweeper Rate: 80% of base custodian rate
3. Bus Mechanic: Add 21.2% to custodian rate
4. Activity Bus Trips:

| | |
|----|-------|
| \$ | 11.28 |
| \$ | 17.09 |
5. Assistant Director of Transportation: 21% of Bus Drivers rate
6. Boiler License: Add \$1300.00

\$9.90/hr for first two hours, and \$8.25 per hour for all other hours

Flow Chart for Job Descriptions

APPENDIX J



FMLA Leave Request and Approval Form

I request an FMLA leave of absence from _____ (date) to _____ (date) for the following reason:

- For the birth of my child and/or to care for the newborn child;
For the placement of a child with me for adoption or foster care;
To care for my (circle one): spouse, child, or parent with a serious health condition;
Due to my own serious health condition which makes me unable to perform one of the essential functions of my job.

Additional requests related to my leave of absence: _____

Please check only one of the three options listed below:

(1) I wish for this leave to be taken all or in part under the provisions of the Federal Family and Medical Leave Act. See options below.

(2) I do not wish for this leave to be taken under the provisions of the Federal Family and Medical Leave Act. I wish, instead, that only my accumulated sick leave be used for the duration of the leave. (If Option 2 is selected here, please stop at this point, sign and date below, and return this form to the superintendent; the below options apply to FMLA leave only.)

(3) I do not wish for this leave to be taken under the provisions of the Federal Family and Medical Leave Act. I wish, instead, that only _____ days of my accumulated sick leave be used and the balance of my leave to be unpaid. (If Option 3 is selected here, please stop at this point, sign and date below, and return this form to the superintendent; the below options apply to FMLA leave only.)

Leaves with FMLA: Complete this section only if you selected Option 1 above. Please check only one of the following options:

- (1) I wish for this leave to be paid, using my accumulated sick leave during my requested FMLA leave.
(2) I wish for _____ days of my FMLA leave to be paid leave and the balance of my leave to be unpaid. I elect to take per diem and/or pay deducts for wages or salary once I have achieved the designated balance of sick days in my account. I further realize that sick leave shall be accrued during this leave of absence as per the negotiated agreement, Article IV.
(3) I wish for this leave to be unpaid with pay deducts for the period of my leave. I understand that none of my sick leave will be used during my requested FMLA leave. I also understand that all my benefits will remain uninterrupted and in effect during this leave.

Employee Signature _____ Date Request Submitted _____

This request for FMLA leave as indicated above has been: _____ Approved _____ Denied

Superintendent Signature _____ Date Signed _____
If denied, reason for denial: _____

**WAYNE TRACE LOCAL SCHOOLS
TEACHER OBSERVATION/EVALUATION FORM**

POSITION: Teacher

EVALUATED BY: Appropriate Building Principal

- 5 = An exemplary, model, or outstanding level of performance
- 4 = Above satisfactory level of performance
- 3 = A satisfactory level of performance
- 2 = This performance area needs improvement
- 1 = An unsatisfactory level of performance

- Approaches Observed:
(Please check all that apply)
- Discussion
 - Demonstration
 - Individual work
 - Lecture
 - Question/Answer
 - Simulation/Role Play
 - Other

Teacher's Name

Date Observed/Evaluated

Time In _____
Time Out _____

PERFORMANCE RESPONSIBILITIES:

Organization of Content Knowledge for Student Learning

- _____ 1. Is familiar with relevant aspects of students' background, knowledge, and experiences; lesson planning takes into account the variety of knowledge and experiences which students bring to class
- _____ 2. Articulates clear learning goals for the lesson that are appropriate to the students' learning abilities; considers students' prior knowledge, skills, interests, motivation to learn, developmental levels, and cultural experiences before articulating these goals; clearly distinguishes the difference between goals - - what the teacher wants students to learn and activities - - what the teacher wants students to do
- _____ 3. Demonstrates an understanding of the connection between the content that was learned previously, the current content, and the content that remains to be learned in the future; knows why this lesson fits into the specific discipline being taught
- _____ 4. Creates or selects teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson; uses a variety of methods or approaches in teaching subject matter and demonstrates an understanding that a single teaching method or activity may not be appropriate for all students
- _____ 5. Creates or selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson; testing instruments or evaluation processes are appropriate to all students

Creation of an Environment for Student Learning

- _____ 1. Creates a climate that promotes fairness; is firm, consistent, and fair with all students; students are equally valued and treated in the classroom; attempts to call upon a variety of students
- _____ 2. Establishes and maintains a rapport with students; shows appropriate concern for students; relates positively to the students as people; demonstrates positive interpersonal and communication skills; encourages students to be fair to one another; maintains eye contact with students while communicating with them
- _____ 3. Communicates challenging learning expectations to each student; conveys the attitude that all students can learn and are capable of significant achievement; actively encourages students to achieve
- _____ 4. Establishes and maintains consistent standards of classroom behavior without partiality shown to certain students; establishes a learning climate of respect for everyone in the classroom; generally speaking, student behavior during the lesson is consistently appropriate
- _____ 5. Makes the physical environment as safe and conducive to learning as possible, given resources available; makes use of the physical environment as a resource to facilitate learning; provisions are made to accommodate all students, including those with special needs

Teaching for Student Learning

- _____ 1. Makes learning goals and instructional procedures clear to students: starts out lesson with a clear statement of what the learning goals are; clearly explains to students what instructional procedures will be used to attain these goals (connectivity); ensures that all students understand and can carry out the instructional procedures for the lesson
- _____ 2. Makes content comprehensive to students; covers all content areas sufficiently and appropriately; breaks down complex content into simpler, more easily understandable terms; ensures that students are generally engaged in the content, and the lesson as a whole, has a coherent structure
- _____ 3. Encourages student extension of thinking; asks thought-provoking questions beyond rote learning; encourages students to think independently, creatively, or critically (analyzing or synthesizing facts to arrive at a conclusion or a conjecture); maximizes student-teacher interaction with skillful and appropriate questions; asks appropriate questions of students of varying abilities
- _____ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands; reads nonverbal clues well; checks written work; ask appropriate questions; provides sufficient feedback; makes appropriate adjustments during the lesson; checks at the end of a lesson if the learning goals have been met; isn't tied to desk throughout the lesson or class period
- _____ 5. Uses instructional time effectively and efficiently; minimizes non-instructional class time; paces the lesson in ways appropriate to the content, the learners, and the situation or activity in the classroom; there is evidence of established routines and procedures which show concern for time on task

Teacher Professionalism

- _____ 1. Reflects on the extent to which the learning goals were met; uses achievement of learning goals as the measure for determining student and teacher success; is able to articulate ways in which insights gained from a lesson might be used to improve instruction

- _____ 2. Demonstrates a sense of efficacy and self-responsibility for improvements; is aware of best practices for teaching his/her content area; actively searches for better techniques to help students learn; regards student difficulties as challenges to their own creativity and ingenuity

- _____ 3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students; actively seeks help from other professionals on matters related to learning and instruction; is aware of how and with whom he or she should coordinate plans, schedules, and resources for the benefit of the entire class or individuals within that class

- _____ 4. Communicates with parents or guardians about student learning; schedules conferences as necessary with parents/guardians; calls or writes parents/guardians as necessary; keeps parents well-informed of special events, etc.

- _____ 5. Demonstrates a willingness to accept constructive criticism and to consider suggestions for improvement; works with the building principal and other professional staff member to correct deficiencies in areas where improvement is needed

- _____ 6. Unless health-related problems are evident, attends school regularly enough to establish continuity of curriculum

Supervisor's Comments/Narrative:

The teacher's signature indicates that he/she is aware of the contents of this form and not necessarily that he/she agrees with the observation/evaluation in whole or in part. The teacher has the right to rebut any part of all of this observation/evaluation as per the Master Contract.

Supervisor's Signature

Date

Employee's Signature

Date

REQUEST FOR USE OF PROFESSIONAL LEAVE

Teacher's Name _____ Building _____

Date or Dates Requested _____

What is request associated with (meeting, conference, visitation?)

Purposes and amounts expected to be reimbursed by Board of Education. (Please be specific as only requested amounts will later be reimbursed upon presentation of receipts.)

Total amount requested for reimbursement: \$ _____

Approved by (Each building principal shall sign when multi-building teachers are involved):

Building Principal _____ Date _____

Building Principal _____ Date _____

Superintendent _____ Date _____

Principal should not approve unless adequate building funds are available within the allotted building budget.

Professional leave shall include and be governed by the following items:

1. Meetings, conventions, conferences, workshops, clinics and seminars.
2. The Superintendent shall approve each application not covered by the above-listed areas.
3. Advance notification for professional leave should be made to the Principal and Superintendent two (2) weeks in advance, whenever possible of such leave.
4. The reason for taking professional leave must be related to one's present teaching area and/or have the approval of the administration.
5. This form must be completed by the teacher giving such basic information as who, when, where and why.
6. Professional leave shall consist of two (2) days.
7. Unused professional leave shall not accumulate from one year to another.
8. The Board of Education limitations toward expenses associated with professional leave shall be limited to payment for substitute teacher, except in instances when the Board requests an individual to attend a specific meeting or conference. Additional expenses come from allocations given to each building.
9. All employees seeking reimbursement for attendance shall make a written or oral presentation at the next Board meeting following return from said professional leave. (Master Contract – Page 37 – Paragraph 5)

WAYNE TRACE LOCAL SCHOOLS

APPLICATION AND APPROVAL FOR USE OF PERSONAL LEAVE

Name _____

Application Date _____ Date/Dates Requested _____

Supervisor Approval _____ Date of approval _____

POLICY ON PERSONAL LEAVE

1. Prior to May 15 of each school year, each staff member shall be authorized to three (3) days annually to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the employees immediate supervisor seventy-two (72) hours in advance, unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the supervisor at the earliest possible time. Except in cases of emergency, or with the approval of the Superintendent, such personal leave will not be authorized for the first or last day of school.
2. After May 14, the balance of any unused unrestricted personal leave shall be authorized for the following:
 - a. Accidents or catastrophe involving family property.
 - b. Court appearances (other than jury duty)
 - c. Attendance at a graduation exercise or other ceremony honoring the employee or member of employee's immediate family.
 - d. Visiting members of the immediate family in the armed forces
 - e. Illness or death of persons not within the immediate family
 - f. Arranging for the purchase or sale of employee's residence
 - g. Appointment with attorney, accountant, architect, or other similar professional when such appointment cannot be made at times other than the regular school day.
 - h. Extremely urgent personal problems of members of immediate family
 - i. Emergencies, natural or personal, for the employee
 - j. To enroll or perform an act required for enrollment in a college or university
 - k. Other reasons deemed valid by the Superintendent that cannot be taken care of outside of regular school hours

_____ Reference letter "a" through "k" from above after May 14

RECORD OF ABSENCE OF AN EMPLOYEE
AND
CLAIM FORM FOR SUBSTITUTES

EMPLOYEE'S SECTION

Please complete all items in your section. This should be completed and returned to your supervisor the day that you return to work. Your substitute cannot be paid until that has been done.

NAME _____

DATE(S) OF ABSENCE _____

REASON FOR ABSENCE (please check which applies):

- Sick Professional
- Personal Jury Duty
- Vacation Dock
- Total number of days absent _____

Further explanation when necessary _____

EMPLOYEE'S SIGNATURE _____ DATE _____

SUBSTITUTE'S SECTION

Please be sure to complete all items. If information is missing it could result in a delay in your being paid.

NAME _____

STREET _____ CITY, STATE, ZIP _____

PHONE # _____

DATE(S) OF SUBSTITUTION _____

CHECK POSITION:

OFFICE USE ONLY

- TEACHER @ \$70.00 per day
- CAFETERIA @ \$8.18 per hour
- TEACHERS AIDE @ \$8.96 per hour
- LIBRARY AIDE @ \$10.08 per hour
- STUDYHALL @ \$10.07/\$11.17 per hour
- SECRETARY @ \$11.18 per hour
- CUSTODIAN @ \$9.68 per hour
- BUS DRIVER @ \$11.69 per hour
- AM
- PM
- BOTH ROUTES

SUBSTITUTE'S SIGNATURE _____ DATE _____

APPROVED BY _____ DATE _____

NON-USE OF PERSONAL/SICK LEAVE

At the end of each year, two personal leave days may rollover to the next school year, or any unused personal leave can be automatically added to accumulated sick leave or the employee may request compensation (a maximum of 3 days for compensation). Employees must notify the Treasurer's Office no later than the last day of the school year of their desire. Said notification must be done on an annual basis with the proper form located in the building principal's office. Payment will be by the last pay of each contracted year. Current year unused personal leave will be compensated in the following manner.

If nothing is marked, your unused personal leave will automatically be added to accumulated sick leave.

Option #1

I wish to rollover _____ (one or two) personal days to the next school year. (Please indicate the exact number of days to be rolled over in the blank provided above.) The total balance of personal days cannot exceed 5 days with a maximum of 2 banked days at the start of each school year.

If any current year personal days remain, choose how to divide your days between options 2 and/or 3;

Option #2

Transfer _____ of my unused personal days to accumulated sick leave. (If this option is chosen, please indicate the number of days remaining to be transferred to sick leave.)

Option #3

No personal days used (3 days compensation) = \$250.00
 If no sick days used + \$75.00 bonus = \$325.00

If only 1 personal day used (2 days compensation) = \$150.00
 If no sick days used + \$75.00 bonus = \$225.00

If 2 personal days used (1 day compensation) = \$ 75.00
 If no sick days used + \$50.00 bonus = \$125.00

 Signature

 Date

TUITION FUND FOR STAFF COURSEWORK

The Master Contract indicates that you must apply for reimbursement for staff coursework. In order to qualify, the employee must obtain a "B" level grade or better, or a Pass in pass/fail graded. Employees must submit application on forms obtained from the Treasurer's Office between April 1 and May 15. Funds will be paid out no later than June 30 of each year according to the following formula: The total amount spent by all employees submitting, divided by the total amount of the pool equals a percentage.

Employees must submit to the Treasurer proof of the actual amount spent plus proof of a passing grade no later than May 15. In the event the course or learning institution prevents the submission by May 15, the employee may submit the following year.

| | <u>Name of Course</u> | <u>Trade</u> | <u>Qtr. Taken/Year</u> | <u>Tuition for Courses</u> |
|-----|-----------------------|--------------|------------------------|----------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

| | |
|-----------|------|
| | |
| Signature | Date |

Revised 10/2000

WORKER'S COMPENSATION PROCEDURES

In the event a work-related injury should occur, the following steps need to be followed under the HPP.

- Notify your supervisor immediately.
- You or your supervisor will call 1-800-642-PLUS (7587) to report the injury and for your physician referral, and
- Go to an MCO doctor or clinic for treatment. Paulding County Hospital and Dr. Joe Kuhn are both eligible. For others request availability when you or supervisor report injury.
- Accident reports will still need to be filed with the Treasurer's Office within 24 hours of injury. This will consist of a completed accident investigation, witness statement, and supervisor's report.

In an emergency, seek immediate medical attention. The physician is required to call the MCO within 24 hours of treatment to report the injury.

If you have any concerns, please feel free to contact the Treasurer's Office.

Your Anthem Health Benefits

APPENDIX S

Paulding County Schools – Wayne Trace – Blue Access® – Summary of Benefits – Effective 7/01/2008

This is considered contract language and an obligation of the Board.

| Covered Benefits | Network | Non-Network |
|--|--|---|
| Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i> | \$200/\$400 | \$400/800 |
| Out-of-Pocket Maximum (Single/Family) | \$1000/2000 | \$2,000/\$4,000 |
| Physician Office Services Including Office Surgeries, allergy serum, & injections (1) Allergy testing | \$15 Covered in Full | 40% 40% |
| Preventive Care Medical History Mammography (1), Pelvic Exams, Pap testing, & PSA tests Immunizations (1) Annual diabetic eye exam Annual Vision & Hearing exams | \$15 | 40% |
| Outpatient Physical Medicine Therapies (Combined Network & Non-network limits apply) Physical/Occupational therapy: 20/20 visit limit Spinal manipulations: 12 visit limit Speech therapy: 20 visit limit | Copayments based on place of service | Copayments based on place of service |
| Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility | 20% | 40% |
| Outpatient Surgery Hospital/Alternative Care Facility | 20% | 40% |
| Other Outpatient Services Hospital/Alternative Care Facility | 20% | 40% |
| Inpatient and Outpatient Professional Charges | 20% | 40% |
| Home Care Services 30 visits Non-Network limit for Home Care, excludes IV therapy | 20% | 40% |
| Hospice Services | 20% | 40% |
| Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> Urgent Care Facility | \$100 \$35 | \$100 \$35 |
| Ambulance Services | 20% | 20% |
| Maternity Services | 20% | 40% |
| Mental Health/Substance Abuse (2) (limits & maximums apply) Inpatient: 30 Network days (includes inpatient mental health Non-Network) Outpatient: 30 Network visits 10 Non-Network mental health visits Inpatient & outpatient substance abuse \$550 Non-Network <i>(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)</i> Call 1-800-788-4003 for authorized referral | 20% Copayments based on place of service | 40% Copayments based on place of service |
| Lifetime Maximum (Combined Network and Non-Network) | \$2.5 million | \$2.5 million |

This is considered contract language and an obligation of the Board.

| Covered Benefits | Network | Non-Network |
|--|--------------------------------------|-------------------------------------|
| Human Organ and Tissue Transplants Except Kidney and Cornea transplants (3) A separate \$1 million lifetime maximum applies. (Combined Network and Non-Networks) | Covered in Full | 50% |
| Medical Supplies, Equipment, and Appliances | 20% | 40% |
| Prescription Drug Options ** Network Retail Pharmacies: (30 day supply) Includes diabetic test strip Anthem Rx Direct Mail Service: (90 day supply) Includes diabetic test strip | \$10/\$25/\$40 \$20/\$50/\$80 | 50%, min. \$30 * Not Covered |

Notes

- All deductibles and copayments apply to the Out-of-Pocket maximum except prescription drug and human organ and tissue transplants (excluding kidney and cornea), and flat dollar copayments for Preventive care, Physician Office Services and Urgent Care.
- The deductible(s) apply only to covered services listed with a percentage (%) copayment, excluding prescription drugs and allergy testing. (Network)
- Network and Non-Network deductibles, copayments, and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year of age 23 and age 25 – if the dependent qualifies as a full-time student.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
- (1) These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- (2) Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to schedule of benefits for limitations.
- (3) Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- * RX Non-network diabetic/asthmatic supplies are not covered except diabetic test strips.
- ** If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail Service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Precertification:

- Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will help void any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-Existing Exclusion Period:

We will not provide benefits for services, supplies, or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

| | |
|------------------|--|
| Timely enrollee: | 12 months after the member's enrollment date |
| Late enrollee: | 18 months after the member's enrollment date |

A pre-existing condition is a condition (mental or physical), which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

The summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

This is considered contract language and an obligation of the Board.

This is a partial listing of benefits and services.

| BENEFITS | MEMBER'S RESPONSIBILITIES |
|--|-----------------------------|
| Annual Deductible (Single/Family) | \$25/\$50 single/family |
| Annual Maximum | \$2,500 |
| <p>PREVENTIVE Diagnostic and Preventive Services (<i>no deductible</i>)</p> <ul style="list-style-type: none"> • oral evaluations • X-rays (bitewing) • Cleanings • Space maintainers • Palliative treatment • Other selected diagnostics and preventive services | Covered in Full |
| <p>PRIMARY (<i>deductible applied</i>)</p> <ul style="list-style-type: none"> • X-ray (full mouth) • General anesthesia (surgical procedures) • I.V. sedation (surgical procedures) • Amalgam and composite restorations • Pin retention procedures • Root canal therapy • Apexification • Therapeutic pulpotomy • Other selected endodontic services • Simple and surgical tooth extractions • Other selected oral surgery services • Gingivectomy • Osseous surgery • Other selected periodontal services | 20% |
| <p>COMPLEX (<i>deductible applied</i>)</p> <ul style="list-style-type: none"> • Crowns/inlays/onlays • Partial and full dentures • Other selected prosthodontic services <p>Missing Tooth Rider <i>Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.</i></p> <ul style="list-style-type: none"> • removable prosthodontics (partials or dentures) • fixed prosthodontics (bridges) for the replacement of teeth (or tooth) | 40% Not covered |
| <p>ORTHODONTIC Orthodontic Services (<i>no deductible</i>) Dependent child to age 19</p> <ul style="list-style-type: none"> • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth • post orthodontic retention | 40% Child |
| Separate Orthodontic Lifetime Maximum | \$1,000 |
| Provider Allowance | 90 th percentile |
| Stand-alone Dental | Yes |

Your Vision Plan Details: VSP Signature Plan

APPENDIX U

Paulding County Schools – Wayne Trace – Summary of Benefits – Effective 9/01/2008

| BENEFIT | VSP NETWORK DOCTOR* | NON-VSP PROVIDER |
|----------------------|--|--------------------------|
| WellVision® Exam | Covered in full | Reimbursed up to \$35.00 |
| Single Vision Lenses | Covered in full | Reimbursed up to \$25.00 |
| Bifocal Lenses | Covered in full | Reimbursed up to \$40.00 |
| Trifocal Lenses | Covered in full | Reimbursed up to \$55.00 |
| Lenticular Lenses | Covered in full | Reimbursed up to \$80.00 |
| Frame | Covered up to \$120.00 allowance (\$46.00 wholesale) | Reimbursed up to \$45.00 |

Contact Lens Services and Materials:

| | | |
|-------------------------------|---|---------------------------|
| Elective (instead of glasses) | Covered up to \$120.00 (includes contact lens services & materials) | Reimbursed up to \$105.00 |
| Necessary | Covered in full | Reimbursed up to \$210.00 |

* When covered in full services are obtained from a VSP Network doctor, the patient will have no out-of-pocket expenses other than any applicable copays.

The Plan Highlights: Signature Plan

| Benefit | Benefit Highlights |
|-----------------------------------|--|
| WellVision Exam | Thorough eye exams can detect symptoms of serious eye conditions and health conditions, like diabetes and high cholesterol. |
| Lenses | In addition to covered in full glass or plastic lenses, VSP Network doctors provide cost controls on lens options, saving our members an average of 30% off their normal fees. Members also receive a 20% discount on additional pairs of prescription and non-prescription glasses, including sunglasses. Plus dependent children of members are eligible for covered in full polycarbonate lenses. |
| Frames | To ensure our members get the best value, our retail frame allowances are backed by a guaranteed wholesale allowance. This means the member receives the same value no matter which VSP Network doctor they visit. Members also receive 20% off any amount exceeding their allowance. |
| Contact Lenses | VSP Network doctors provide a 15% discount off their contact lens service. Plus, current soft contact lens wearers may qualify for a covered in full contact lens evaluation and initial supply of approved replacement lenses, when provided by a VSP Network doctor. With pre-approved from VSP, medically necessary contact lenses are covered in full from a VSP Network doctor. |
| Laser VisionCare Program | VSP contracted laser centers provide discounts for laser surgery, including PRK, LASIK and Custom LAKSIK.* Discounts average 15% off or 5% off if the laser center is offering a promotional price. Plus, members who've had PRK, LASIK or Custom LASIK vision correction surgery can use their covered in full benefit for sunglasses, instead of a prescription pair of glasses. |
| Low Vision | Low vision is vision loss sufficient enough to prevent reading and performing daily activities. With pre-approval from VSP, low vision supplemental testing is covered every 2 years. VSP will pay 75% of the cost for approved low vision aids, up to the maximum of \$1,000 (less any amount paid for supplemental testing) per member every 2 years. |
| Primary EyeCare | VSP network doctors provide supplemental medical coverage for specialty eyecare services and conditions, such as pink eye, and other urgent eyecare needs. Members can see their VSP doctor without a referral, as often as needed. A \$5.00 copay applies for each visit. |
| Exclusions and Limitations | There may be some materials and services with either limited or no coverage under this plan. Please contact your VSP representative for more information. |

*Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member.



OHIO EDUCATION ASSOCIATION

STATE EMPLOYMENT
RELATIONS BOARD

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Dennis M. Reardon, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

2008 JUN 25 A 11: 04

June 23, 2008

Ed Turner, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street, Twelfth Floor
Columbus, OH 43215-4213

RE: Wayne Trace Education Association
and
Wayne Trace Local School
SERB Case No. 08-MED-03-0230

Dear Mr. Turner:

Please be advised that the Wayne Trace Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Wayne Trace Local School have successfully completed negotiations and ratified a new contract.

I am enclosing three original contracts and I would like two SERB file-stamped copies returned to me in the envelope provided.

Sincerely,

Annette M. Kubiske
OEA/NEA Labor Relations Consultant

de

Enc.



1852-01
K2434
08-MED-03-0230

Wayne Trace

U. Tax Sheltered Annuity

STATE EMPLOYMENT
RELATIONS BOARD

2009 NOV 12 A 11:48

A tax sheltered annuity plan is established under sections 403(b) and 457 of the Internal Revenue Code. To contribute to the Plans, an employee must enter into a Salary Reduction Agreement with the School District authorizing the School Board to make contributions to the Plan from the employee's pay. When an employee first becomes eligible to be a participant of the Plan, the employee must specify the specific dollar amount of the employee's pay to be contributed. The amount the employee elects will be deducted and contributed bi-monthly within three (3) working days of the first and second pay date of each month until changed or cancelled by the employee. If a month contains a third pay date, no deduction and contribution will be made on such third pay date.

Employees wishing to make personal changes in annuity contributions must contact the Treasurer's Office by June 1 for a July 1 change and by December 1 for a January 1 change before they should expect such changes to become effectuated. Individual employees bear the responsibility for notifying their respective agents for recommendation and changes. Within thirty (30) days of initial employment or within thirty (30) days prior to January 1 or July 1, an employee eligible for a tax-sheltered annuity shall indicate to the Treasurer the company from which the annuity shall be purchased. Effective September 1, 2005 only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the Treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among the ones existing as of September 1, 2005 unless all employees cease to use a company. Once there is no employee transacting business with a given company that company will be dropped. Further, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the Treasurer reserves the right to discontinue doing business with such a company.

V. Insurance Opt-out Incentive Payment

Any member of the staff bargaining unit member who is enrolled in the single plan for Hospital Surgical Major Medical Insurance as provided herein, or who elects not to enroll, shall be eligible for a Board paid tax sheltered annuity payment in accordance with the following terms:.

Effective the 2008-2009 school year and thereafter:

Certified Staff

1. For certified staff members electing not to take any insurance plans through the school District, the Board shall contribute pay \$1,683.36 per year effective September 1, 2008. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities such payments will receive the same percentage rate increase that the Board pays toward such insurance plans.

2. For certified staff members electing to take the single plan, the Board will contribute pay \$839.52 per year effective September 1, 2008. The Board will also contribute pay this same amount for those whose total premium rate is equal to or less than that for the single Hospital, Surgical, Major Medical Plan currently provided by the Board. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities such payments will receive the same percentage rate increase that the Board pays toward such insurance plans.

Classified Staff

1. The Board will contribute pay eighty percent (80%) of the amount of certified staff who elect the single plan per year towards a tax sheltered annuity for all 12-month classified employees who elect the single Hospital, Surgical, Major Medical Plan. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities such payments will receive the same percentage rate increase that the Board pays toward such insurance plans.

2. The Board will contribute pay eighty percent (80%) of the amount of certified staff who elect not to enroll in the plan per year for all 12-month classified employees who have elected not to enroll in the Hospital, Surgical, Major Medical Plan. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities such payments will receive the same percentage rate increase that the Board pays toward such insurance plans.

3. The Board will contribute pay sixty percent (60%) of the amount of classified 12-month staff who elect not to enroll in the plan per year for any classified employee, other than 12-month employees, who have elected not to enroll in the Hospital, Surgical, Major Medical Plan. If there are insurance rate increases subsequent to the effective starting date of this contract, people receiving these annuities such payments will receive the same percentage rate increase that the Board pays toward such insurance plans.

Such annuity payments shall cease when the employee elects to enroll in the family hospital, surgical, major medical plan. Should the employee elect to switch to or enroll on the single hospital, surgical, major medical plan, such annuity payment shall be reduced to the single annuity plan payment as indicated above.

Such Board contributions towards a tax sheltered annuity of the employee's selection will be contributed bi-monthly within three (3) working days of the first and second pay date of each month. No contribution will be made on a third pay.

These changes become effective immediately and, by signing below, will become affixed to and a part of the contractual agreement between the WTEA and Board of Education:

For the Association:

Joni Lynne Mead signature 10-13-09 date

For the Board:

Brian R. Teuber signature 10-13-09 date

Such annuity payments shall cease when the employee elects to enroll in the family hospital, surgical, major medical plan. Should the employee elect to switch to or enroll on the single hospital, surgical, major medical plan, such annuity shall be reduced to the single annuity plan as indicated above.

Such Board contributions towards a tax sheltered annuity of the employee's selection shall be made bi-monthly within three (3) working days of the first and second pay date of the month. No contribution will be made on a third pay.

Employees wishing to make personal changes in annuity contributions must contact the treasurer's office at least thirty (30) days in advance of July 1 or January 1 before they should expect such changes to become effectuated. Individual employees bear the responsibility for notifying their respective agents for recommendations and changes. Within thirty (30) days of initial employment or within thirty (30) days prior to January 1 or July 1, an employee eligible for a tax-sheltered annuity shall indicate to the treasurer the company from which the annuity shall be purchased. Effective September 1, 2005, only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among existing; however, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

Y ~~X~~. **TUITION FUND FOR STAFF COURSEWORK**

The Board shall create a pool of \$14,000 per year to reimburse employees for graduate level classes' tuition and Praxis III testing. In order to qualify, the employee must obtain a "B" level grade or better or a Pass in pass/fail graded. Employees must submit application on forms obtained from the Treasurer's office between April 1 and May 15. Funds will be paid out no later than June 30 of each year according to the following formula:

The total amount spent by all employees submitting, divided by the total amount of the pool equals a percentage.

The employee will be paid a percentage obtained by the formula of the actual amount he/she spent. Each year the total amount of the pool shall be dispersed for the purpose of this section.

The Board shall only be responsible for maintaining a total of \$14,000 at the start of each school year with one exception. In the event the state disperses funds for Praxis III testing or tuition reimbursement, this amount shall be added to the total pool unless otherwise restricted.

Employees must submit to the treasurer proof of the actual amount spent plus proof of a passing grade no later than May 15. In the event the course or learning institution prevents the submission by May 15, the employee may submit the following year.

If the state requires the district to pay for a percentage of testing, the percentage amount will not come from the tuition reimbursement fund. The employee cannot submit for testing cost if the employee has not incurred any loss.

Employees on an Alternate Educator License may not utilize the tuition fund until they have obtained their provisional certification.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

November 10, 2009

State Employment Relations Board
Attn: Clerks Office
65 East State Street, 12th Floor
Columbus, OH 43216

STATE EMPLOYMENT
RELATIONS BOARD
2009 NOV 12 A 11:48

RE: Addendum to Contract

Dear Sir/Madam:

Please find attached an addendum that has been signed between the Wayne Trace Board of Education and Wayne Trace Education Association located in Paulding County.

This addendum along with this letter should be attached to their most recent negotiated contract as it makes the following changes within the contract under Article V.

- U. Tax Shelter Annuity – this new language now replaces that of which is in the contract
- V. Insurance Opt-Out Incentive Payment – The letter V was previously the Tuition Fund for Staff Coursework but now V becomes the Insurance Opt-Out Incentive Payment.

The Tuition Fund for Staff Coursework currently in the contract now moves to a new letter Y.

If you have any questions, please contact my office at 419-784-9588.

Sincerely,

Annette M. Kubiske
OEA/NEA Labor Relations Consultant

de

Enc

Cc Tina Mead



08-MED-03-0230
K24134 / 1852-01

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WAYNE TRACE EDUCATION ASSOCIATION
AND THE
WAYNE TRACE LOCAL SCHOOL BOARD OF EDUCATION

STATE EMPLOYMENT
RELATIONS BOARD

2010 JUL -1 P 12: 49

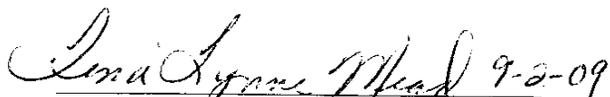
Whereas, there is a Collective Bargaining Agreement between the Wayne Trace Education Association and the Wayne Trace Local School Board of Education which outlines procedure for paying employees

Whereas, several employees have requested that we look into changing the number of pays scheduled per year; and that these same employees feel they experience difficulty and hardship when following the current pay schedule.

Now therefore, the parties agree to the following:

1. The Board and WTEA agree that the total yearly number of pays will return to 26 pays each year as of September 4, 2009 and people who already had their contracts started will have them adjusted mid-contract.
2. The WTEA further recognizes that, by returning to this pay method, employees will once again experience 3 weeks between pays periodically in order to correctly align the pays with the new school year.
3. The treasurer's office has indicated that the first time the employees will experience a 3 week pay gap will be in 2011 -2012. They further indicated that the next gap in pay will occur in 2017 - 2018.

This memorandum of understanding will become attached to and affixed to the Collective Bargaining Agreement with the signature of the parties below pending ratification:


For the Association Date 9-2-09


For the Board Date 9-2-09

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WAYNE TRACE EDUCATION ASSOCIATION
AND THE
WAYNE TRACE LOCAL SCHOOL BOARD OF EDUCATION**

STATE EMPLOYMENT
RELATIONS BOARD

2010 JUL -1 P 12: 49

Whereas, there is a Collective Bargaining Agreement between the Wayne Trace Education Association and the Wayne Trace Local School Board of Education which outlines procedures for delays and cancellations during the school year.

Whereas, the State of Ohio has passed legislation which reduces the number of calamity days allowed by school districts.

Now therefore, the parties agree to the following:

1. The 3 hour delay will be used next year from the beginning of the year forward. No longer do 5 days need to be missed.
2. President's Day, which previously required 3 weeks notice to be used as a make up day, will no longer require any notice. If Wayne Trace has missed 1 or more days beyond the state allotment of calamity days prior to President's Day, then President's day will be used automatically as a make up day.

This Memorandum of Understanding is effective with the signatures of the parties below.

Annette K. Simon March 15
For the Association Date 2010

Brian R. Tiedman March 15
For the Board Date 2010

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WAYNE TRACE EDUCATION ASSOCIATION
AND THE**

STATE EMPLOYMENT
RELATIONS BOARD

WAYNE TRACE LOCAL SCHOOL BOARD OF EDUCATION

2010 JUL -1 P 12: 50

Whereas, there is a Collective Bargaining Agreement between the Wayne Trace Education Association and the Wayne Trace Local School Board of Education which outlines procedure for payment of supplementals and the level of pay each supplemental is assigned.

Whereas, the opportunity has arisen which allows our Freshmen girls to have a Freshman basketball team, and in the future, a Freshman Volleyball team.

Now therefore, the parties agree to the following:

1. The Board recognizes that the amount of work performed by the Girls Ticket Manager has increased.
2. This increase now causes this supplemental to be similiar in game number to the other ticket manager supplemental.
3. Therefore, this supplemental will be placed on the same level of pay as the other. This level of pay immediately applies to the 2009 - 2010 school year, since there was a Freshman Girls Basketball team. The treasurer's office will see the pay is adjusted accordingly.
4. This supplemental will only drop back to its original level of pay if both the Freshmen Basketball and the Volleyball teams are dropped in the future.

This Memorandum of Understanding is effective with the signatures of the parties below.

Annette Y. Allen 7/16/10
For the Association Date

Bruce R. Allen 7/16/10
For the Board Date



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 28, 2010

State Employment Relations Board
Attn: Clerks Office
65 East State Street, 12th Floor
Columbus, OH 43216

STATE EMPLOYMENT
RELATIONS BOARD
2010 JUL - 1 P 12: 49

RE: Memorandum of Understandings

Dear Sir/Madam:

Please find attached three memorandums of understanding that have been recently signed between the Wayne Trace Education Association and Wayne Trace Local School Board of Education located in Paulding County.

These MOUs should be attached to their most recent negotiated contract as they make changes within the contract

If you have any questions, please contact my office at 419-784-9588.

Sincerely,

Annette M. Kubiske
OEA/NEA Labor Relations Consultant

de

Enc

Cc Annette Sinn
Tina Meade



1852-01
08-MED-03-0230
K24134

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WAYNE TRACE EDUCATION ASSOCIATION
AND THE
WAYNE TRACE LOCAL SCHOOL BOARD OF EDUCATION**

STATE EMPLOYMENT
RELATIONS BOARD

2010 SEP -1 P 1:47

Whereas, there is a Collective Bargaining Agreement between the Wayne Trace Education Association and the Wayne Trace Local School Board of Education which outlines procedure for payment of substitutes in various positions.

Whereas, the situation has arisen where substitute pay in classified positions has significantly increased over the past few years due to the administration's present practice. And, the goal is to bring the pay into line with neighboring school districts. Further, the Board would like to increase the pay for substitute teachers to align it with neighboring districts.

Now therefore, the parties agree to the following:

1. The Board shall increase the pay for a substitute teacher from \$70.00 to \$80.00 per day.
2. The Board shall change the pay for the following substitute positions from their current level of pay to \$10.00 per hour for hours served in the various positions: Elementary Library Aide; High School Library Aide; Studyhall Monitor and Secretary.
3. The current rate of pay shall remain in force for substitutes in the positions of Food Service, Bus Driver and Teacher Aide.
4. The changes do not affect current regular employees in any said positions.
5. The Board reserves the right to offer competitive compensation for substitute positions at rates set annually by the Board.

This Memorandum of Understanding is effective with the signatures of the parties below.

Annette Strain 8-25-10
For the Association Date

Brian R. Teller 8-25-10
For the Board Date



OHIO EDUCATION ASSOCIATION

STATE EMPLOYMENT
RELATIONS BOARD

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

2010 SEP -1 P 1:47

August 30, 2010

State Employment Relations Board
Attn: Clerks Office
65 East State Street, 12th Floor
Columbus, OH 43216

RE: Memorandum of Understanding

Dear Sir/Madam:

Please find attached a memorandum of understanding that has been recently signed between the Wayne Trace Education Association and Wayne Trace Local School Board of Education located in Paulding County.

This MOU should be attached to their most recent negotiated contract as it makes a change within the contract

If you have any questions, please contact my office at 419-784-9588.

Sincerely,

Annette M. Kubiske
OEA/NEA Labor Relations Consultant

de

Enc

