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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

WOODMORE EDUCATION ASSOCIATION

AND

WOODMORE BOARD OF EDUCATION

JULY 1, 2011 – JUNE 30, 2013

STATE EMPLOYMENT
RELATIONS BOARD
2011 OCT 24 P 1:28

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**PART I - A DOCUMENT GOVERNING PROFESSIONAL NEGOTIATIONS IN THE
WOODMORE SCHOOL DISTRICT**

ARTICLE I. RECOGNITION

A. RECOGNITION OF THE WOODMORE EDUCATION ASSOCIATION

The Woodmore Board of Education, hereinafter referred to as the Board, recognizes the Woodmore Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive and sole negotiations representative of all licensed personnel, but excluding the Superintendent, Treasurer, Business Manager, principals and other administrators who hold a position for which an administrative or supervisory license is required, auxiliary services personnel, classified personnel, and substitute licensed employees (daily and long-term), for the purpose of bargaining all matters pertaining to wages, hours, terms or other conditions of employment, and the continuation, modification to or deletion of an existing provision of this Agreement.

B. RECOGNITION OF THE WOODMORE BOARD OF EDUCATION

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Woodmore School District and as the employer of all licensed personnel of the school system.

C. RECOGNITION OF THE SUPERINTENDENT

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

ARTICLE II. NEGOTIATING PROCEDURES

A. DIRECTING REQUESTS

At any time after March 1, the Association or the Board may request a negotiation meeting. The Association requests will be made in writing to the Superintendent and the Board. Board requests will be made in writing to the President of the Association.

B. NEGOTIATION MEETINGS

Within five days after a request for meeting has been submitted by either party, the Board and Association representatives shall agree on a time and place of such meetings. Such meetings shall be held within fifteen days after request unless both parties agree to an extension of time. At this meeting the parties shall exchange their complete and specific proposals. Further meetings shall be scheduled with minimum interruption of school schedules and as frequently as is acceptable to both parties in order to successfully conclude negotiations. If the Board Committee request meetings to be scheduled during

school hours, the Association representatives will be released from school duties to attend such meetings without loss of pay.

All meetings shall be conducted in closed session. Attendance at such meetings shall be limited to members of the respective negotiating committees plus assistants as provided in Article II-D below.

C. REPRESENTATION

Representative members of the Board shall meet with designated Association representatives to negotiate in good faith. Representation shall be limited to five representatives from the Board and five representatives from the Association. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

D. ASSISTANTS

The parties may call upon competent professionals and lay representatives to consider matters under discussion and to make suggestions. Up to two observers may be used by each party in any negotiation meeting. Such observers shall be without the right to speak during said meetings, except during a caucus.

E. INFORMATION

Upon request and in reasonable time, both prior to and during negotiations, the Board shall provide the Association with information concerning the financial resources of the district.

During the period of negotiations, the Board and the Association agree to provide each other, upon request, all information concerning the issue(s) under discussion.

F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Recesses

The chief negotiator of either group may recess his group for independent caucus at any time to caucus for a reasonable time period not to exceed one hour, unless the parties mutually agree otherwise.

2. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other members as a result of participation in the negotiation process.

3. Item Agreement

As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party.

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision or an agreed time and place for the next subsequent meeting.

5. Progress Reports

Periodic progress reports may be issued to the public during negotiations, but only if such release has the prior approval of both parties.

ARTICLE III. AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification by a majority of Association members voting and by a majority of the full membership of the Board, the Board shall adopt a resolution setting forth the agreement and the duration of its several parts. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board. This shall not be construed as board policy. The resulting agreement shall be binding on both parties and the provisions shall be reflected in individual contractual terms. No provisions of the resulting agreement shall discriminate against any staff members in regard to membership or nonmembership in the Association.

ARTICLE IV. DISAGREEMENT

A. RESPONSIBILITIES

The parties pledge themselves to negotiate in good faith. In the event of failure to reach agreement, a mediator would be utilized.

B. ADVISORY PANEL

If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

The Board and the Association agree that Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 of the Ohio Revised Code. This does not limit the Association's right to strike under 4117.14(D)(2) in the Ohio Revised Code. The Association retains the right to strike for health and safety reasons after compliance with the procedures of ORC 4117 and the ruling of SERB.

C. COSTS

The costs of securing and utilizing the services of FMCS shall be shared equally by the Board and the Association.

ARTICLE V. RIGHTS OF INDIVIDUALS

Nothing in this Document shall prohibit any licensed employee from presenting at any time, to the Superintendent or to the Board, views or grievances which affect his status in the district. Negotiations, however, shall be conducted according to this Document.

Membership in any education organization shall not be required nor denied by the Board or Association as a condition of employment. There shall be no discrimination against employees on the basis of sex, marital status, race, creed, national origin, age or handicap.

ARTICLE VI. RENEGOTIATION

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or changes in the financial status of the district, affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those parts of the Agreement affected by such actions.

ARTICLE VII. PROVISIONS CONTRARY TO LAW

If any provisions of this Document or any application of the Document to any licensed person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE VIII. DEFINITIONS

- A. "Professional Negotiations" means conferring, discussing and negotiating in good faith by the Board's designated representatives and by the Association through its designated representatives in an effort to reach agreement with respect to wages, hours, terms or other conditions of employment and the continuation, modification, or deletion of any existing provisions of this Agreement.
- B. "Good Faith" involves coming to the negotiating table with the intention of negotiations, not for dogmatically pursuing preconceived stands. Good faith requires that the

Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and of Association representatives to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE IX. IMPLEMENTATION AND AMENDMENT

A. EFFECTIVE DATE

This Agreement shall become effective and binding upon the parties thereto as of July 1, 2011 and shall continue until 12:01 a.m., June 30, 2013.

This Agreement may be reopened on June 30, 2012 for consideration of only the subject of base salary, not to include supplemental salaries. Either party may indicate its desire to meet and negotiate on this subject. The parties shall then commence negotiations in accordance with Chapter 4117 of the Ohio Revised Code.

B. AMENDMENTS

Amendments to the present contract language will be by mutual agreement. This language shall not preclude interim bargaining or mandatory bargaining required by SERB.

Woodmore Board of Education

By Steve Heim
President

K. S. C.
Treasurer

John Lembanah
Superintendent

Woodmore Education Assoc

By Jean A. Schultz

Darla Brown

Carolyn Nitz

PART II – NEGOTIATED AGREEMENT

A. MANAGEMENT RIGHTS

The Board hereby retains and reserves without limitations all legal powers, rights, authority, duties and responsibilities to operate and manage the Woodmore School District.

The exercise of these powers, rights, authority, duties and responsibilities by the Board shall be limited only by law or the express terms of this Collective Bargaining Agreement.

B. NO STRIKE CLAUSE

During the term of this Agreement, the Association and any and all licensed employees shall not cause, engage in, sanction or assist in any strike. [Legal Reference, ORC 4117.18(C)]

C. COPY OF NEGOTIATED AGREEMENT

A copy of the Negotiated Agreement shall be provided for each licensed employee. The Board shall be responsible for the labor necessary to provide a photo ready copy of the Agreement. The Association shall be responsible for equally sharing the cost of the materials with the Board. The Association shall receive at least 100 copies and the Board at least 30 copies.

The Association President shall have a policy book; additionally, a policy book will be placed in each school's library for employee use.

D. ASSOCIATION RIGHTS

Since the Association is recognized as the sole and exclusive bargaining agent of the professional staff, the Board recognizes that, in order to effectively represent and communicate with the Association members, certain rights are necessary. The Board therefore authorizes the Association the following sole rights:

1. School Facilities

- a. The Association may use the facilities of any building for meetings without fee. Upon request of the Association, the building administrator shall set, with the Association representative, a time and place for meeting(s) so that such meeting(s) does not interfere or compete with any previous authorized activity in said building. For use by the Association of building facilities outside of custodial time, the Association shall follow Board policy.

- b. The Association may use school equipment, upon approval of the building administrator and Superintendent of schools.
- c. The Association may use one bulletin board in the teacher's workroom at each site.
- d. The Association may use members' mailboxes for the distribution of notices, circulars, and/or other materials to members of the bargaining unit. The use of the school courier is prohibited.

2. Board Meetings

- a. The Association shall receive notification of any regular or special board meetings at the same time as the Board is notified. Such notification shall be made to the President/designee of the Association.
- b. The Association shall have the right to receive advance copies of the agenda and attachments that are distributed to the public at the same time it is sent to the Board.
- c. If the Association President/designee wishes to comment on any agenda item while it is being discussed in the meeting of the Board of Education, he/she may request the opportunity to do so, by giving the Superintendent 24 hours notice and the specific subject or subjects to be discussed. The 24 hour notice provision shall be waived in the event that a special or emergency meeting is called with less than a 24 hour notice.

3. Employee Lists

- a. A list of the names and the addresses of all current licensed members of the bargaining unit shall be provided, upon request, to the Association by the 30th of September each year and shall include names and addresses of newly employed licensed teachers following Board approval of their contracts.

4. Access to Members of Bargaining Unit

- a. Duly authorized representatives of the Association and their respective affiliates, after reporting their presence in the building to the office, shall be permitted to transact official Association business on school property at all nonduty times.
- b. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association and to no other similar organization.

5. Fair Share

The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the Association or such lesser fee as shall be determined necessary by the OEA Executive Director from the pay of all bargaining unit members hired after July 1, 1984, who elect not to remain members. Those employees who were nonmembers during 1990-91 shall be exempt from the Fair Share Fee for the life of this Agreement. *(These names shall be on file in the Treasurer's Office.)

Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence and checkoff of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues or such lesser fee as shall be determined necessary by the OEA Executive Director less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first paycheck received after January 15 in the years covered by this contract.

Dues, rates and fair share fees shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to transmit all amounts deducted monthly to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association assures 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.

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

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the Association, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. 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. Fee payers shall not be entitled to use the grievance procedure to challenge the fee payer provision of the contract.

6. Dues Deduction

The Treasurer of the Board at no expense to the Association, will, beginning in October, make payroll deductions for Association dues in twenty-two equal amounts, equal to the total dues of each individual, which shall be split between the first and second paychecks of the month from October through August. If an individual's normal payment year does not extend through August, the amount of his/her dues shall be deducted in equal amounts starting in the month of October through the first pay of the last month of his/her payment year.

Payroll deductions for FCPE contributions will be made provided written authorization from the individual employee to make said deduction is delivered to the Treasurer. FCPE deductions will be made only on the basis of a minimum of \$1.00 per month and in whole dollar amounts. FCPE deductions shall be on a continuing basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

7. New Employee Orientation

- a. The Association may participate in the initial planning and orientation meetings for new professional staff members including the right to place a letter in the principal's packet to all new employees informing said employees that the Association is recognized as the exclusive bargaining agent for all licensed staff members of the school district.

8. Released Time for Association Business

- a. A member of the bargaining unit who is engaged during the school day on behalf of the Association in mediation, or arbitration with any representative of the Board shall be released from regular duties, without loss of salary. Such appearance(s) shall not be charged against any other leave in this contract.

PART III – ABSENCES AND LEAVES

A. ACCUMULATED SICK LEAVE

Woodmore licensed employees will be allowed to accumulate 290 sick leave days. Employees who reach their 30th year of service subsequent to December 7, 2009 who are eligible to retire but choose not to do so by the end of their 30th year of service shall thereafter have a maximum sick leave balance of 280 days in subsequent years of service.

Fifteen days of sick leave shall be credited to each employee annually as earned at the rate of 1-1/4 days per month. Employees who, at the start of the school year, have less than five days accumulated sick leave shall be eligible for five days sick leave on the first day of school. Said leave will be charged against the sick leave the employee subsequently accumulates until all advanced days have been recovered.

Sick leave may be taken in full day or half-day increments.

Sick leave shall continue to accrue at the rate of 1-1/4 days per month during a period of sick leave, provided the employee has not been officially separated from the payroll. Sick leave does not accrue during (under) unpaid leaves except for work in connection with leave for professional improvement earned at public universities.

Accumulated sick leave days may be used for bereavement (see LEAVE FOR DEATH IN THE FAMILY), personal illness or injury, for illness or injury in the immediate family (limited to father, mother, husband, wife, children, grandparents, grandchildren, step-parents, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, also other persons living in the same household), provided, however, that the member shall not be eligible to use such days while on leave of absence. Members may use their

accumulated sick leave allowance as of the first day of their employment even though they have not been able to report for duty on that day.

Accumulated sick leave may be used for maternity for up to sixty (60) consecutive working days commencing with the date of birth of the child, provided however, such leave may only be taken in one academic year. Additional sick leave may be used if the employee is physically unable to perform the tasks of the employment position. The employee shall provide a statement from the physician verifying the employee's inability to work, as well as a release from medical care to return to work.

When a teacher has been on sick leave, he/she shall be required to:

1. Call the principal by thirty (30) minutes prior to the end of the student day on which he/she is on sick leave to notify the administrator as to whether the teacher plans on returning to work the following school day.
2. Furnish the Board with a written signed statement on the Board form to justify the use of sick leave.
3. Provide medical assurance of his/her ability to resume his/her duties as such if required.
4. After five (5) consecutive days of sick leave, a teacher shall furnish a written signed statement from a physician as to the nature of the illness, its possible duration and the need to be absent from school.

If the Superintendent calls in a calamity day, and this day occurs during a period in which a teacher is on sick leave, the teacher will not be charged with a sick leave day.

B. LEAVE FOR DEATH IN FAMILY

Each licensed employee in the Woodmore School District shall be eligible for bereavement pay on the following basis:

1. If the funeral involves a spouse, son, or daughter, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchildren, step-parents, step-children, son-in-law, daughter-in-law (or with the approval of the Superintendent applying consistent standards), a maximum of five school days with pay is allowed.
2. If the funeral involves other blood relatives, other in-laws, or step-relatives, time to attend funeral and necessary travel time is granted. For a funeral that is within 300 miles, a maximum of two school days with pay is allowed. For a funeral that is more than 300 miles away, a maximum of three school days is allowed.

C. JURY DUTY

The Ohio Revised Code 2313.34 no longer provides exemption from jury duty for teachers. Members selected for jury duty will receive the difference between their regular compensation and the remuneration received for jury services. This compensation will be paid regardless of whether the member is paid on an hourly, per-diem, or salary basis. Members will fill out substitute form and indicate jury duty.

D. ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions. Additionally, the Board may grant within the thirty (30) days, additional time off for mental injury as a result of an assault as documented by the employee's physician. If granted, the employee is required to cooperate with Board, on all subsequent legal matters pertaining to this incident.

Any licensed member who must be absent from his/her duties due to disability resulting from an assault, on or off school premises, before, during, or after school hours provided that such assault is also related to, attributable to or arising out of the employment by this system of said member, will be paid his/her full-schedule compensation for a maximum period of thirty (30) consecutive working days of an adopted school calendar which shall be nonaccumulative. If permanently disabled, the member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "ASSAULT LEAVE."

Before assault leave can be approved, the member shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, and the name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and the duration of the anticipated leave which has been signed by a physician licensed in the State of Ohio.

Assault leave which is approved by the Superintendent shall not be charged against sick leave earned by the member, or other leave granted under regulations adopted by the Board pursuant to 3319.08 ORC. The employee may elect to utilize this provision of the contract for absence due to an assault or Workers' Compensation, if applicable, but not both.

E. PERSONAL LEAVE

1. An employee has the right to utilize three (3) personal leave days. The employee shall provide written notification three (3) days before the date of such desired leave unless an emergency makes it impossible to do so.
2. The personal leave days shall not be used for the following reasons:
 - a. vacation
 - b. to extend a school scheduled holiday
 - c. recreational and shopping purposes
 - d. to work another position for pay.
3. Personal leave is limited to a maximum of 3 persons per building on any one day.
4. Personal leave may be taken in full day or half-day increments.
5. Employees will not use personal leave during the first or last ten (10) days of the school year, unless exceptional circumstances justify the use of such leave and such leave is approved by the Superintendent.

EMERGENCY LEAVE

1. The Board shall grant requests for the use of emergency leave. One (1) day's emergency leave will be granted on a paid basis per school year, and any additional emergency leave will be unpaid. It is understood that the employee is expected to identify the reason for its use. The following reason(s) apply.
 1. transportation difficulties
 2. flooding of basement or home
 3. fire at home
 4. other similar unavoidable reasons beyond the employee's control.
2. Emergency leave does not require advanced notification. However, the building principal shall be notified as soon as possible by the employee. Emergency leave shall be granted up to five (5) workdays. Any additional days must be approved by the Superintendent.
3. Paid emergency leave will only be granted if all personal leave days have been used.

SHORT-TERM UNPAID LEAVE

1. An employee shall be granted one, two, or three days leave without pay. The notification must be submitted one (1) week prior to the date(s) requested.

2. It is understood that this request for leave without pay shall be granted only once during any given school year.
3. This short-term leave does not affect in any way the other leaves that are afforded the employee in Section III., of the contract.
4. Unpaid leave cannot be combined with other personal leave.

F. PERSONAL LEAVE INCENTIVE PLAN

If no personal leave is used during the school year, the Board will credit the employee three (3) days of sick leave. If the employee has already accumulated the maximum number of sick leave days, the employee will be paid for three (3) days at the substitute teacher rate.

If the employee uses no more than one (1) personal leave day, the Board will credit the employee with one (1) day of sick leave. If the employee has already accumulated the maximum number of sick leave days, the employee will be paid for one (1) day at the substitute teacher rate.

G. LEAVE OF ABSENCE FOR PERSONAL REASONS

The following are the conditions under which licensed employees may request a leave of absence for personal reasons without pay:

1. Request must be submitted to the Superintendent, via the Principal, with reason clearly explained.
2. Responsibility for approval or disapproval of the request shall rest exclusively with the Board.
3. Leave of absence may be granted as outlined in this contract for illness or parenthood, military, and award trips. Leaves of absences for other reasons including educational, political office, or other purposes may be granted according to the provisions of the Ohio Revised Code. However, leave of absence to take other employment will not be granted.
4. During an approved leave of absence, the teacher will not accumulate additional experience credit for salary increase purposes unless otherwise noted in specific leave sections.
5. If a teacher accepts other employment during the period of approved leave of absence, such action shall be considered a just cause for discharge. Provisions of this article are not to encompass grants-in-aide, fellowships, assistantships, etc., or employment required for proper livelihood during such study periods.

6. At the discretion of the Board, a teacher may be required to pass a physical examination prior to return from an approved medical leave of absence.
7. An approved leave of absence does not guarantee an employee the same position when his/her leave expires, but he/she shall resume the contract status he/she enjoyed at the start of his/her leave.
8. This is not to be construed as covering the Association, OEA, or NEA activities although a teacher being duly elected to an office in the foregoing that necessitates a leave of absence may at the option of the Board be granted such leave not to exceed twelve (12) months.

It is mutually agreed that this leave of absence will be extended only in those instances when it will not interfere with the educational process or increase costs to the Woodmore School System.

H. LEAVE OF ABSENCE FOR ILLNESS OR MATERNITY

Upon written request of a teacher, a leave of absence will be granted for a period of not more than two consecutive school years where personal illness or other disability is the reason for the request.

Maternity leave of absence without pay shall be granted upon written request of the employee, for a period not to exceed one full school year if granted prior to the opening of school; or until the end of the present school year if granted during the first semester of the year; or no longer than the end of the first semester of the next school year if granted during the second semester of a school year.

In any of the above, the leave of absence will only be granted to coincide with the semesters of a school year.

I. LEAVE OF ABSENCE FOR MILITARY

The Woodmore School District shall follow state and federal law concerning military leave. The employee shall be reinstated into his/her position in the school system with full credit, including the annual increments under the salary schedule, upon written request supported by adequate proof that the licensed employee is fully qualified to perform the duties of the position. The application for reinstatement shall be made no later than ninety (90) days from date of said release or honorable discharge from military service.

J. PROFESSIONAL/EDUCATIONAL/AWARD TRIP LEAVE

A teacher may be granted leave with pay to attend a program, ceremony, or conference at which the teacher will receive a major award, subject to the prior approval of the

Superintendent. Additionally, the Superintendent may authorize payment for costs related to said award trip.

For the purpose of this section, "award trip" shall be defined as one which has been granted to acknowledge professional accomplishments. The days are not to exceed five (5) school days and shall not be counted against any accumulated sick leave or personal days.

A teacher may be granted leave without pay to accompany a spouse on an award trip provided it cannot be taken outside of the school calendar year. This leave shall not be granted more than once in a five-year period.

K. ASSOCIATION DELEGATES TO THE OEA REPRESENTATIVE ASSEMBLY

A maximum of two elected members of the Association shall be granted professional leave with pay to attend the OEA Representative Assembly not to exceed one (1) working day. The Association shall pay the expense for these representatives, and the Association shall reimburse the Board for the substitutes, if needed.

Up to six (6) representatives of the Association, but not more than three (3) from any building, shall be granted professional leave with pay to attend an Association-sponsored conference, workshop or other professional activity provided to Association members not to exceed one (1) workday. The Association shall pay the expense for these representatives and the Association shall reimburse the Board for substitutes, if needed and available. The Superintendent and the WEA President will discuss the logistics of the substitute coverage prior to the registration date.

L. FAMILY MEDICAL LEAVE ACT

An employee with at least twelve (12) months of service and who has worked at least 1,250 hours with the Woodmore Local School District shall be granted up to twelve (12) weeks of unpaid family medical leave (during each fiscal year period) for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, or parent of the employee's family, and 4) The employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.

2. The employer may require the employee to use any accrued personal leave for the first or second reasons mentioned in the first paragraph of this section. The employer may require the employee to use any accrued sick or personal leave for the third or fourth reasons mentioned in the first paragraph of this section.
3. While on Family Medical Leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.
4. Serious health condition is defined as an illness, injury, impairment or mental condition that involves:
 - A) Inpatient care in a hospital, hospice, or residential medical facility; or
 - B) A serious health condition that involves continuing treatment by a health care provider, including any one or more of the following:
 - (i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - (B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - (ii) Any period of incapacity due to pregnancy, or for prenatal care.
 - (iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - (iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
5. An employee on Family Medical Leave shall not be entitled to advancement on the salary schedule for the period of absence; however, the employee shall

continue to accrue sick leave. When an employee returns from Family Medical Leave, he/she shall receive any advancement on the salary schedule as other employees receive. If an employee has worked one hundred twenty (120) days in a school year, a full year of service credit will be granted for purposes of advancing on the salary schedule for the following school year.

6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
7. The employee may request intermittent leave or leave on a reduced schedule. The Board may require the employee to provide certification from a health care provider. The employee will make every attempt to schedule his/her leave so as not to disrupt school operations.
8. The Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks in duration and the employee would return to work during the three-week period before the end of the semester. If an employee begins leave for a purpose other than his/her own serious health problem, the Board may require the employee to continue taking the leave until the end of the semester if the leave will last more than two weeks and the employee would return to work during the two week period before the end of the semester. If an employee begins leave for a purpose other than his/her own serious health problems during the last three weeks of the semester, and the leave will last more than five working days, the Board may require the employee to continue taking the leave until the end of the semester.
9. This article is based upon the federal legislation entitled The Family Medical Leave Act of 1993. All provisions of this legislation will be complied with according to law.

PART IV – TEACHING CONDITIONS

A. NEW POSITIONS AND/OR VACANCIES/SUPPLEMENTAL CONTRACTS

Whenever a new teaching position is created, or a position which has been filled by a classroom teacher becomes vacant (unless that position is determined by the Board to be eliminated), notice of the vacancy shall be e-mailed to all teachers, providing the vacancy occurs during a month when school is in session and before school is closed for the summer. No offer will be made to fill any such vacancy until the five-day posting period has expired. Current employees shall be interviewed for a vacancy before others outside of the district.

If a new teaching position is created during the summer vacation period, it shall be the responsibility of the Superintendent to inform by letter or by e-mail the WEA President and each teacher who is properly licensed for said position. Teachers who contact the

Superintendent within seven (7) calendar days of the postmarked letter or the e-mail will be offered an interview before the position is filled. This applies to new positions only. When a vacancy occurs during the summer in an existing position because a teacher has resigned, retired, or is otherwise unavailable to fill the position, similar provisions will be attempted. However, if the vacancy in an existing position occurs fifteen or fewer days before the first teacher workday, this will not delay the filling of the position when a qualified applicant becomes available.

Supplemental contracts shall be for the term of one year and shall automatically expire at the end of one year without the Board having to comply with ORC 3319.11 or ORC 3319.111.

All academic supplemental contracts shall be deemed "vacant" at the end of the school year. A list of academic supplemental positions shall be posted on teacher bulletin boards in each main building or distributed by e-mail by March 31. By April 15, employees shall then return to the Central Office written notice or by e-mail indicating any extra duty assignments for which they wish to apply.

All fall season athletic supplementals shall be deemed "vacant" when the season is completed. A list of vacant athletic supplemental positions shall be posted on teacher bulletin boards in each main building or distributed by e-mail by December 1. By December 15, employees shall then return to the Central Office written notice or by e-mail indicating any fall season extra duty assignments for which they wish to apply.

All winter and spring season athletic supplementals shall be deemed "vacant" when the season is completed. A list of vacant athletic supplemental positions shall be posted on teacher bulletin boards in each main building or distributed by e-mail by March 31. By April 15, employees shall then return to the Central Office written notice or by e-mail indicating any winter or spring season extra duty assignments for which they wish to apply.

The Board agrees to offer an interview to all employees who apply for an extra duty assignment. No employee shall be excluded from consideration or discouraged from applying for an extra duty assignment prior to being interviewed. Extra duty assignments will be filled in accordance with ORC 3313.53. The Board retains the right, however, to employ the candidate who is best qualified for the position.

In the event that there are not enough students participating by the date of the first scheduled contest, as determined by the Board of Education, then the contract shall be deemed null and void and the employee shall be paid on a prorated basis for official practice days.

Supplemental contract vacancies occurring after a position has once been filled shall be posted and filled according to this section.

B. TRANSFER OR REASSIGNMENT

When a teacher wishes to be considered for future assignments to, or reassignments to any administrative position, any teaching position, any special duty assignment, or to any building or grade, he/she shall submit a written request to the Superintendent, with a copy to his/her Principal. Prior to filling any vacancy as covered by this paragraph, the Principal shall have a discussion with all applicants involved that they are being considered for the vacancy.

The Superintendent shall consider all requests which are submitted as provided above, and as vacancies occur shall select the person who is the best qualified applicant, whether or not he/she is then a licensed employee in the Woodmore School District.

C. NOTIFICATION OF TEACHER ASSIGNMENT

Teachers under contract during the school year shall be notified in writing or e-mail by the Principal of their tentative assignments for the following school year, not later than the last teacher workday. In the event of a change in assignment, notification shall be given as soon as possible and shall include the teacher's tentative school assignment, grade level(s), and subject assignment(s).

It is understood by the Association that final teaching assignments are subject to change as the need arises. These notices shall be sent with the first August paycheck. Any necessary changes in teaching assignment(s) after this notice will be discussed with the individual teacher(s) involved.

If a teacher is removed from a teaching assignment and placed in a nonteaching position the following procedure will be used: The Superintendent shall meet with the teacher involved at least ten (10) working days prior to such action and shall identify and discuss the reasons for the assignment change.

The teacher may have an Association representative at this meeting.

D. TEACHER SCHEDULE

The Association recognizes the Board's right to scheduling class assignments. As soon as a teacher's schedule for the coming school year has been finalized, the building Principal shall notify all full-time classroom teachers under his/her supervision of their assignment, including the subject(s) to be taught.

Final authority for teacher schedules and assignment shall rest with the Superintendent.

E. CLASS LISTS

Secondary teachers shall receive their tentative class lists no later than the morning of the first teacher workday at the beginning of the school year. Elementary teachers shall

receive their tentative class lists for the next school year no later than the final teacher workday of the current school year. Class lists are subject to change. It will be the responsibility of the teacher to update or correct his/her class list as the need arises.

F. INSTRUCTION LOAD

1. The administration shall be responsible for the distribution of work among the members of the staff. Such distribution shall be as equitable as possible.
2. Class Size – The pupil-teacher ratio is an important aspect of an educational program. The following are recognized as optimal class size maximums:

K-grade 6	25	Ind. Tech/Voc. Ed.	**
Art	**	Mathematics	25
Business Education	**	Music (except choirs,	
English	25	Band & orchestra)	30
Foreign Language	25	Physical Education	30
Health	25	Science	25
Home Economics	**	Social Studies	25
Special Education - in accordance with State law			

**Not to exceed available stations

Optimal class size maximums are defined as class sizes that reflect consistent standards of quality education. The parties agree that every effort will be made to schedule classes within these parameters.

Special education teachers will assist in the formulation and implementation of Section 504 plans, but shall not be responsible for the additional recordkeeping associated with the Section 504 plan.

The above standards shall not restrict the school system from making use of new educational approaches, such as large group instruction and team teaching, cooperatively developed by teachers and administrators.

Prior to the scheduling of classes each year, discussion will occur regarding scheduling and optimal class size for each program area between the Building Principal and the Department Head/Lead Teacher.

If a teacher believes that class size is adversely impacting his/her ability to effectively instruct students, the teacher should bring this to the attention of the building principal and the WEA President. If the concern is not resolved at this level, the teacher shall bring this concern to the attention of the Superintendent. The Superintendent shall meet with the teacher and the WEA President and respond to the concerns.

3. Each teacher (7-12) employed full-time, will have a planned/conference time equal to one period per school day during each school week. Teachers may be assigned to cover a regular class during his/her conference period when it is impractical to provide a substitute teacher, provided that there is more than one teacher available to cover the class. (This will be done on a rotating basis whenever possible.)
4. If the Board elects to have an eight or more period day at the secondary school, staff members (7-12) shall be responsible for a maximum of seven (7) classroom teaching periods.

The following are unique circumstances which teachers may be asked to teach seven (7) class periods:

- a. only one (1) certified/licensed teacher in an area
- b. a large number of given students in a given class
- c. provisions for special courses for identified students
- d. other short term educational needs

The teaching staff will, in the best interests of the students, yield to these "special circumstances" and teach a seventh class period. The following are instances when the Superintendent, upon the Building Principal's recommendations, may assign a staff member to teach a seventh class period:

- a. only one (1) certified/licensed teacher in an area
 - b. when all other licensed teachers in one area have already been assigned six (6) teaching periods
 - c. When class size within a subject area would exceed twenty-five (25), or lower number for specialized classes with equipment limitations.
5. If the Board elects to have a seven period day at the secondary school, staff members (7-12) shall be responsible for a maximum of six (6) classroom teaching periods per day exclusive of his/her thirty (30) minute duty-free lunch.
 6. The Board retains the right to determine the number of periods offered during the high school day. If a change in the present status is anticipated, the staff will be consulted for input.
 7. All elementary teachers and special area teachers shall have a minimum of 200 minutes of planning/conference time. Every reasonable attempt will be made to schedule the planning/conference time during the student day.

When an elementary teacher's class is scheduled for a special class, (art, music, physical education, library, computer), all possible effort will be made to avoid assigning that teacher to recess or other duty during that period.

G. CONTRACTS

1. Contracts are between employees and the Board.
2. Each teacher, new to the district, shall receive a one (1) year limited contract and shall be, if renewed, reappointed for up to four (4) more one-year limited contracts.

At the end of five (5) one-year limited contracts, the Board has the option to issue a three (3) year limited contract. If a three (3) year contract is not issued, the teacher shall be given verbal notification for the reason at least five (5) days prior to any official Board action.

3. To be eligible for a continuing contract, a teacher must have taught in the Woodmore School System for three out of the last five years, and must hold one of the following:
 - a. A professional, permanent or life teacher's certificate;
 - b. A professional educator license who has completed the applicable one of the following:
 - (1) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
 - (2) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

For teachers who are initially issued an educator's license on or after January 1, 2011, in addition to the foregoing requirements, the teacher must have held an educator's license for at least seven (7) years.

4. When the employee becomes eligible for a continuing contract under Ohio Revised Code 3319.11, the Board has the option to:
 - a. issue a continuing contract; or

- b. issue a two year limited contract with specific recommendations for improvement. At the end of the two year period, the teacher must be given a continuing contract or be nonrenewed; or
- c. nonrenew under the provisions of Ohio Revised Code 3319.11, excluding the requirements of ORC 3319.11 to review Board compliance with the evaluation procedures of ORC 3319.111. The review shall be limited to a review of Board compliance with the contractual evaluation procedures.

Continuing contract status will be granted only at the regularly scheduled April Board meeting, and only after the completion of the limited contract on which the teacher is employed.

Any teacher eligible for continuing contract shall file an application with the local Treasurer at least thirty (30) days prior to the April Board meeting in order to be considered eligible for continuing contract.

Teachers eligible for a continuing contract, and receiving a limited contract, will receive written reasons directed at professional improvement from the Local Superintendent of Schools.

- 5. Notwithstanding section 3319.11 of the Revised Code, any member of the bargaining unit employed under a limited contract whose regular teaching contract is not to be renewed shall be notified in writing on or before April 28th. If notice cannot be given in person by April 28th, for the purpose of this subsection, posting such written notice in the U. S. Mail by certified mail to such teachers last known mailing address prior to April 30th shall constitute "notice" to the member.
- 6. Bargaining unit members with two (2) or less years' experience shall have limited due process rights concerning nonrenewal. These due process rights shall be limited to an appeal to the Superintendent prior to Board action, and an appeal to the Board in executive session prior to Board action. The action of the Board shall be final and not appealable to any court.

If the Superintendent decides not to recommend the bargaining unit member for contract renewal, the member shall be notified in writing at least five (5) days prior to the scheduled board meeting regarding prior to the scheduled board meeting regarding contract recommendation. The bargaining unit member may request a conference with the Superintendent to discuss the recommendation, at which time the Superintendent will provide a complete verbal explanation for the nonrenewal recommendation. The Superintendent may elect to have the evaluator present at this conference. The bargaining unit member may request, in writing, an appeal to the Board. A bargaining unit member may have up to four (4) Association representatives at the conference or Board appeal.

The language in Article G. Section #6 supersedes Section 3319.11 of the Revised Code.

7. All certificates or proof of application must be filed with the local Treasurer by the first day of the school year in order to be recognized by the Board of Education.

H. EVALUATION PROCEDURES

Any bargaining unit member whose limited contract is recommended for nonrenewal must have been evaluated by these procedures and must have had two evaluations under the provisions of these procedures.

1. Evaluator
 - a. An evaluation shall be conducted by one of the administrators in the district who must be employed under a contract pursuant to Ohio Revised Code section 3319.01 or 3319.02 and must hold at least one (1) license designated for being a superintendent, assistant superintendent, or a principal issued under Section 3319.22 of the Ohio Revised Code.
 - b. The evaluator shall not be a bargaining unit member unless expressly agreed to in this Agreement.
2. Schedule of Evaluations and Observations
 - a. Teachers whose contracts expire at the end of the current school year shall receive at least two (2) formal evaluations prior to April 1. The first shall be completed between October 1st and November 30. The second shall be completed between January 15 and April 1. Two observations are equivalent to one evaluation. Each observation shall be at least thirty (30) consecutive minutes in duration.
 - b. Teachers on limited contracts, but whose contract does not expire, shall be evaluated at least once annually between October 1 and May 15. One observation is equivalent to one evaluation. The observation shall be at least thirty (30) consecutive minutes in duration.
 - c. Teachers on continuing contracts shall be evaluated at least once every three (3) years. One observation is equivalent to one evaluation. The observation shall be at least thirty (30) consecutive minutes in duration.
 - d. Each evaluation performed under subsection a. above shall be supported by two observations; one announced and one unannounced. Employees evaluated under subsection b. above shall be observed at least once per

announced evaluation. In announced observations, a brief statement by the teacher to state teaching objectives shall occur prior to the announced evaluation. A post-evaluation conference shall be held within five (5) days after the appropriate observation cycle has been completed.

3. Criteria for Evaluation

- a. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. However, evaluators shall reserve the right to unannounced visitations to teacher's classroom.
- b. An employee shall be evaluated based on the criteria set forth in the evaluation instrument. A teacher's evaluation will not be solely determined on test scores.
- c. The form used for reporting evaluations and observations may be subject to annual review by a committee of two representatives of the Board appointed by the Superintendent and two professional staff members appointed by the Association. If the review leads to a recommendation for changes in the forms, the recommendations shall be served on the Superintendent and the Association President. Changes in the forms must be approved by representatives of the Board and the Association.
- d. Teachers who are assigned teaching responsibilities at both school buildings will be evaluated by the evaluator(s) from the building in which the teacher has the most student contact time. This evaluation will involve input from administrators in both buildings, with the administrators conferring on the teacher's performance in both buildings. If the student contact time is equal, the teacher shall be notified by September 15 which evaluator will be conducting his/her evaluation.

4. Identification of Deficiencies

The evaluator shall give the employee, in writing, specific recommendations regarding any improvements needed and the means by which the employee may obtain assistance in making such improvements. The administrator must be actively involved in but not ultimately responsible for the teacher's improvement in the deficient area(s).

5. Written Evaluation

No later than December 15 a copy of the first formal written evaluation report for first year Woodmore teachers shall be given to the employee.

If the employee or evaluator requests a conference, it shall be held to review the evaluation.

No later than May 30 or the last student day, whichever is sooner, a copy of the written evaluation report for all other teachers as well as the second formal written evaluation report, in those instances where the contract calls for a second evaluation, shall be given to the employee.

If the employee or evaluator requests a conference, it shall be held to review the evaluation.

6. Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observation of the employee's contractual performance both inside and outside of the classroom and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature shall not be construed as the employee's agreement with contents of the evaluation report.

7. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report placed in the employee's personnel file. This rebuttal shall be done within five (5) workdays. A copy signed by both parties shall be retained by the employee.

8. Evaluation Review

Employees evaluation under 2.a. above are limited solely to the review of procedures provided for in Ohio Revised Code 3319.11 excluding the requirements of ORC 3319.11 to review Board compliance with the evaluation procedures of ORC 3319.111. The review shall be limited to a review of Board compliance with the contractual evaluation procedures.

9. Exceptions to ORC

The provisions of this Article shall take effect July 1, 2000. This Article shall supersede section 3319.111 of the Ohio Revised Code and shall not apply to supplemental or extended contracts. Likewise, this procedure shall not apply to substitutes, including substitutes who acquire limited contract status at the sixty-first day of employment per ORC 3319.10.

Supplemental, extended service, and substitute contracts, including those substitute contracts which become limited contracts at the sixty-first day of

employment per ORC 3319.10, shall expire automatically and nonrenewal under Ohio Revised Code shall not be required. The Board is not required to provide written notification of nonrenewal for these contracts.

TEACHER STATEMENT OF OBJECTIVES, METHODS & MATERIALS

Teacher _____ School _____

Grade or Subject _____ Date _____

Class Size _____

TEACHING OBJECTIVES:

TEACHING METHODS:

MATERIALS TO BE USED:

WOODMORE TEACHER EVALUATION

S+	=	Exceeds Satisfactory
S	=	Satisfactory
IN	=	Improvement Needed
U	=	Unsatisfactory
NA	=	Not applicable

I. Productive Teaching Techniques

- _____ a. Teaching objectives are clearly presented.
- _____ b. Lesson plans correlate with the adopted course of study.
- _____ c. Appropriate examples are utilized to illustrate the learning content.
- _____ d. Assignments are utilized that provide for practice and application of learning content.
- _____ e. A thorough knowledge of curriculum and subject matter is demonstrated.
- _____ f. The diverse needs of students are considered.
- _____ g. A variety of teaching techniques and methods are utilized, including technology, if available.
- _____ h. Time is used efficiently to ensure maximum time-on-task.
- _____ i. Class expectations and the grading process are communicated to students.

II. Class Management

- _____ a. Effective planning skills are demonstrated including use of time, materials, and resources.
- _____ b. Evidence of personal organization is demonstrated.
- _____ c. High standards for student behavior are established.
- _____ d. A fair and consistent discipline practice is established, consistent with school policy.

III. Interpersonal Relationships

- _____ a. Effective Interpersonal relationships with students are demonstrated.
- _____ b. Praise and redirection are used to encourage student participation.
- _____ c. Student self-discipline and responsibility is fostered.
- _____ d. Appropriate communication with parents and community is practiced.
- _____ e. Appropriate communication with staff and administration is practiced.

IV. Professional Growth and Responsibilities

- _____ a. A willingness to keep curriculum and instruction practices current is demonstrated.
- _____ b. Board of Education policies and district rules and regulations are observed.
- _____ c. Professional responsibilities related to nontardiness and attendance are carried out.
- _____ d. Acceptance of out-of-class responsibilities is demonstrated.
- _____ e. Maintains appearance appropriate to assignment.
- _____ f. Takes part in professional growth activities.

Administrator Comments (if attached on separate sheet, so state):

Teacher Comments (if attached on separate sheet, so state):

Appraisal Completed:

Date

Administrator's Signature

Teacher's Signature*

*the signature denotes only that the observation was done and does not denote agreement or disagreement

I. REDUCTION IN FORCE

When the Board determines that staff reductions shall occur, the following provisions of the Revised Code of Ohio will be applicable: When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons as defined by Ohio Revised Code Section 3319.17, or by reason of suspension of schools or territorial changes affecting the district, a Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who will, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers whose continuing contracts are suspended will have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

The following procedures shall apply:

1. Seniority List – All teachers in the Woodmore Local School shall be placed on a seniority list in their areas of licensure. Teachers shall be placed on all lists for which they are licensed. In case of a reduction in force, the person eliminated from one position shall be placed by system wide seniority into a position in another area for which he/she is licensed.
2. Attrition – The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign, or whose limited contracts are not renewed.
3. In the event that a reduction in force is necessary, the Board shall take action at the May or June Board meeting. Notification of a possible reduction in force will be communicated to all employees prior to Board action. All professional staff members who are involved in the staff reduction process will receive written notification of their reductions and the reason for such reduction.
4. Reductions not achieved through attrition will be made by suspending limited contracts of employment.
 - a. Before implementing a reduction in force by the suspension of limited contracts, the Board shall give written notice to the Association, through its president, of its intent to affect a reduction in force through the suspension of limited contracts. Within ten days of receiving said notice the Association shall be given the opportunity to meet with the Board in an executive session for the purpose of discussing views and plans of methodology and need for reduction in force list.

- b. Except as otherwise required to comply with state and federal laws relating to employment decisions, limited contract teachers will be selected for retention or suspensions on the basis of seniority and licensure. Teachers selected for suspension shall be placed upon a reduction in force list compiled from the seniority list described above, provided, however, limited contract teachers whose contracts are not renewed for performance reasons shall not be placed on the reduction in force list.
- c. Seniority shall be determined by the length of continuous service in the Woodmore Local School District. Among those with the same length of continuous service, seniority shall be determined by:
 - (1) The date of the Board meeting at which the teacher was hired, and then by
 - (2) The date on which the teacher submitted a completed job application.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from date of return.

- d. A teacher whose name appears on the reduction in force list shall be offered reemployment when a position becomes available for which he/she is licensed.
- e. Teachers on the reduction in force list shall be offered reemployment positions for which they are licensed in the order of seniority at the time they are suspended.

No new teachers shall be employed by the Board for any opening of a teaching position while there are teachers on the reduction in force list who are licensed for that position.

- f. The Board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, or within five (5) 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 teacher, said teacher shall be removed from the reduction in force list.

- g. A teacher on the reduction in force list, shall upon accepting an offer of re-employment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following receipt of notice of suspension.
 - h. Limited contract teachers will remain on the reduction in force list for a period of eighteen (18) consecutive months following their receipt of notice of suspension and, continuing contract teachers will remain on the reduction in force list for a period of sixty (60) consecutive months following their receipt of notice of suspension. If a teacher on the reduction in force list accepts employment for a full school year with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the reduction in force list. A teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment by the Woodmore School District.
- 5. Availability of Seniority and Reduction in Force Lists – Both the seniority list and the reduction in force lists described above shall be made available to the Association President and each building Principal.
 - 6. Nonrenewal for Performance Reasons – Nothing contained herein shall abridge the Board’s right to nonrenew limited contracts as established in Section G of Part IV of this Agreement.
 - 7. While on suspension of contract, a teacher will have the option to remain an active participant in all nonhealth-related fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits (provided this is acceptable with the provider(s) of the fringe benefit package). A teacher on suspension will be entitled to maintain health benefits under the terms and conditions established in COBRA.
 - 8. The foregoing provisions of Section I, Reduction in Force, shall supersede Section 3319.17 of the Revised Code.

J. PHYSICAL EXAMINATION

When an applicant receives an offer of initial employment, such offer shall be contingent upon the applicant’s successful completion of a physical examination. Such physical examination shall occur subsequent to the time of offer of employment. If an applicant has had a physical examination thirty (30) days or less prior to the time of offer of employment, the Board may waive an additional examination. The Board shall provide a

specific form for the applicant to use which explains what is required for the examination and to be signed by a physician.

K. WORKROOM/LOUNGE AREA

The Board agrees to furnish:

- a. a workroom/lounge containing the equipment and supplies necessary for the preparation of instructional materials.
- b. a workroom/lounge where teachers may relax, eat, or talk during the time they have no assigned duties.
- c. faculty restrooms separate from those of students.

L. RESPONSIBILITIES AND DUTIES OF TEACHERS

1. All teachers shall have a seven (7) hour and thirty (30) minute workday, including a thirty (30) consecutive minute duty-free lunch period. The high school teachers' workday shall end no later than 3:00 p.m. and the elementary school teachers' workday shall end no later than 3:45 p.m. All teachers are required to be on school property a minimum of fifteen (15) minutes prior to the official start of the school day and to remain on school property a minimum of fifteen (15) minutes after the completion of the student day. Since the elementary student day is shorter than the high school student day, any additional time needed outside of the fifteen (15) minutes before or after the student day will be added prior to the start of the elementary school day.
2. The Board shall hold the Superintendent responsible for the starting and ending time of the workday.
3. Teachers shall attend all faculty meetings called by the Local Superintendent and Principals before, during or after school unless excused by the local Superintendent or Principals prior to the time of the meeting. Early dismissal/late arrival workdays will not be scheduled beyond the teacher workday. Teacher may be required up to a maximum of four (4) times a year to attend additional events that involve their class or students at the discretion of the building Principal or Superintendent. Examples of these events, but not limited to these events, are music programs, PTO or similar meetings, open houses, or other school functions. The four (4) additional events will occur no earlier than two (2) days prior to the start of the school calendar and no later than graduation day.
4. Teachers should leave classrooms only in emergency situations, to quickly perform routine duties necessary for classroom instruction or when authorized/assigned to be elsewhere. Under these circumstances, the teacher must notify a neighboring teacher or the office.

5. Teachers will be furnished a schedule by the Principal stating his/her assignments as to homeroom, hall supervision, cafeteria supervision, bus supervision and other duties as needed in his/her respective building. The work is to be divided among all teachers as part of their regular assignments.
6. Lesson plans or assessments will be turned in Monday morning at arrival time. If the teacher is absent, the teacher is responsible for plans to be turned in to the building administrator one-half hour before the teacher day begins.
7. Each teacher shall prepare and follow a daily schedule.
8. Teachers shall be responsible for reading and complying with all items contained in circulars distributed by the local and county offices.
9. Teachers shall keep their classes in session each day during school hours, and shall not dismiss classes at any time without the consent of the local Superintendent or Principal.
10. Teachers shall be responsible for the orderly behavior of their pupils and will be assisted in all proper, reasonable, and legal means to secure these ends.
11. The Administration recognizes its responsibility to give full support and assistance to teachers with respect to maintaining control and discipline in the classroom. The teacher also recognizes his/her responsibility to give full support and to assist the administration with respect to maintaining control and discipline in the school setting. The teacher shall exercise reasonable judgment in the use of disciplinary procedures in accordance with Board policy and the Student Code of Conduct, and in doing so will be supported by the Administration and the Board.
12. If necessary, a teacher may temporarily remove a disruptive student from his/her classroom in accordance with Ohio law. Following such removal, the teacher will document, in writing, the reason(s) for such removal. This document should be submitted to the building Principal as soon as practical after the removal.
13. To the extent such information is available, the Administration will inform each teacher being assigned a student who has a history of violent behavior.
14. Any student who physically attacks or makes violent threats to a teacher shall not be returned to that teacher's classroom until a behavior plan is developed by the teacher, administration and the parent/guardian.
15. Teachers shall give reasonable assistance to pupils in their studies when making up work due to excused absences.

16. Teachers shall give careful attention to the health and comfort of the pupils under their care.
17. Teachers are not to promote, advertise or sell products for any organization, other than for Woodmore-related organizations.
18. Teachers shall keep all records and make all reports as directed by the Local Superintendent or his/her designee.
19. Principals, with prior approval of the Superintendent, shall as necessary, assign one or more teachers to curriculum committees whose function is to recommend courses of study, curriculum development and textbook adoption. Teachers who are so assigned shall be reimbursed at the rate of \$10.00 per hour worked outside of their regular workday on such committee. Assignment will be done with the consent of the teachers.
20. Students who are not working to capacity or who are doing "D" or "F" work will be given an interim report to take home to be returned with the parent's signature.

M. CALAMITY DAYS AND ALTERED STUDENT DAYS

Teachers do not need to report on calamity days. When the student day is altered due to a delay, the teacher day shall be altered in the same way. For early dismissals, the Superintendent and/or his/her designee shall determine when staff members are to be dismissed.

N. CLASS VISITATION

With the exception of the Superintendent, the Principal, members of the Board, and County Supervisors, all persons must have prior approval of the building Principal before visiting any classroom. Teachers shall receive prior written notice the previous day of any visits to their classroom by persons other than the aforementioned individuals.

O. MASTER FILE

The Board shall maintain a master file which shall be the only official file on all licensed personnel. Pre-employment letters of reference may be maintained in a separate file. These files shall be maintained by the Central office.

Any items placed in the Master File shall be shown to the teacher prior to their filing. First copies of any material placed in the Master File shall be supplied to the teacher at Board cost; subsequent copies of the same information can be obtained by the teacher at Board established costs. The teacher shall initial the item prior to the filing to indicate that he/she has seen the document. However, such initialing does not indicate the teachers' concurrence with the contents of the document, nor shall the teacher's refusal to initial the document prevent its placement in the file.

At any time, any teacher may request a review of his/her master file with the Superintendent or designee. The review shall occur within five (5) school days unless the two parties agree to a later date. The teacher may have an Association representative at this review.

Any teacher shall have the right to place a written rebuttal to any item or items in this Master File; such rebuttal shall be attached to the disputed information. The Board and Superintendent shall include any rebuttal included in the file by a teacher in any subsequent transfer, report, or dissemination of the disputed information.

Teachers shall be notified if any individual other than a Woodmore Administrator requests to review and/or receive copies of his/her personnel file.

Files shall be maintained in an accurate, timely, relevant, and complete manner. If any document or notation is placed in the official file which adversely reflects upon the teacher, the document(s) may be expunged three (3) years from the date of filing. The teacher shall request a meeting with the Superintendent to explain his/her reasons for the expungement. The Superintendent will share his/her decision no later than ten (10) working days after the meeting. The decision of the Superintendent is not grievable nor subject to arbitration. If the document or notation is not expunged, the teacher may attach a statement explaining his/her reasons why he/she believes the information is no longer timely or relevant.

P. RESIGNATION

A written notice of resignation from a teaching position for the following school year, filed with the Local Superintendent of Schools prior to July 10th, is automatically effective without the approval of the Board. A written resignation after July 10th must be approved by the Local Superintendent of Schools and acted upon by the Board before it becomes effective.

Q. REIMBURSEMENT RATE FOR APPROVED PROFESSIONAL TRIPS

1. Travel expense will be reimbursed by the Board for the following at the rate of \$.02 less than the IRS approved reimbursement level when personal car is used –
 - a. One way travel between sites – instructional
 - b. Travel outside the district

<u>Destination (Round Trip)</u>	<u>Woodville</u>	<u>Elmore</u>
Bellevue	80	80
Bowling Green	30	40
Clyde	45	45
Columbus	220	220
Elmore-Woodville	10	10

Findlay	40	40
Fostoria	40	45
Fremont	30	30
Gibsonburg	12	12
Lakota	25	30
Maumee	35	45
Penta County	30	40
Perrysburg	30	40
Port Clinton	50	40
Tiffin	62	62
University of Toledo	45	50

Mileage to other destinations will be determined by odometer reading.

2. Lodging to be reimbursed at actual expense or not to exceed \$100.00 per night.
3. Maximum daily rate for meals shall not exceed \$40.00. There shall be no reimbursement for alcoholic beverages, gratuity, or tax.

R. WORKERS' COMPENSATION

The Workers' Compensation Laws of the State of Ohio provide compensation and expense for any teacher injured in the line of duty. All work related injuries shall be reported to the proper authority within twenty-four (24) hours of the time of the incident, or at the earliest opportunity thereafter. The teacher suffering such an injury may apply for proper reimbursement forms at the Treasurer's office.

S. LABOR-MANAGEMENT COMMITTEE

1. A Labor-Management Committee shall be convened each year by the Superintendent and the WEA President and shall consist of at least three (3) representatives for each party, including the Superintendent and the WEA President.
2. The Committee shall meet at a mutually agreeable time at least bimonthly and at other times, as needed, upon the call of either the Superintendent or the WEA President. This Committee may discuss agenda items submitted by either the Superintendent or the Association. Nothing discussed by this committee shall be construed for negotiations over mandatory subjects of bargaining.

In the event that there are no items for an agenda by either party, the Chairperson and the Superintendent may by mutual consent, either cancel the meeting for that month or reschedule it for another time. Additional items may be added at each meeting by mutual consent.

T. SCHOOL CALENDAR

The school calendar shall consist of 185 days; 180 student days and 5 teacher professional days. The five (5) professional days shall be:

Three (3) Staff Development Workshop Days.*

*The first staff development day shall be in the week of the first student day. Teachers will be expected to attend an in-service day planned by the Staff Development Committee and the Administration of the Woodmore Schools.

Teacher Workday (prior to school year).

Teacher Workday (end of school year).

In the event that a proposed calendar does not schedule the first Teacher Workday in the same week of the first student day, the first Teacher Workday, first Staff Development Workshop Day and the first student day shall be scheduled on consecutive workdays.

The Association shall furnish the names of two (2) elementary, one (1) middle school and two (2) secondary teachers to the Superintendent by October 1 of each school year. These five (5) staff members plus the administration shall be responsible for the planning, development and evaluation of in-service education programs for Woodmore's licensed staff.

Four (4) two-hour increments (delays or early dismissals) shall be scheduled by the Calendar Committee for record-keeping.

New employees shall have an additional orientation requirement. When practical, the number of student days in a grading period will be equalized.

Five representatives of the Association consisting of two (2) elementary school representatives, one (1) middle school representative and two (2) high school representatives may confer with the Superintendent and may propose, in writing, a school calendar consisting of not less than 185 days prior to February 1st preceding the next school year. The Board shall provide the Superintendent any known parameters to share with the Association representatives regarding the calendar. The Board will give weight and consideration to the preferences of the staff in exercising its obligation to adopt a calendar.

Once a calendar has been adopted, any changes made necessary by lost time shall be discussed with the Association officers.

U. ATHLETIC PASSES

An athletic pass shall be available to all licensed staff provided the licensed staff member agrees/signs up to work/assist the Principal and/or Athletic Director in the operation of one (1) scheduled event. A second athletic pass is available to the licensed staff member provided the member agrees/signs up to work/assist the Principal and/or Athletic Director in the operation of two (2) additional scheduled events.

If the Building Principal feels that there will not be a sufficient number of licensed staff members at a school function, which occurs after school hours on a school day, he may ask for volunteers to attend such functions. If not enough volunteers are obtained, he may, on a rotating basis, assign teachers who have received a pass.

V. COMPLAINTS ABOUT SCHOOL PERSONNEL

A "complaint" is defined as a criticism of a particular school employee(s) by a citizen of the school district which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel.

1. If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purpose involved. If the complaint remains unsatisfied, the employee will refer the complainant to the Building Principal or other immediate supervisor to have his/her views considered further. Whether the complaint terminates with the individual staff member involved or seems likely to go further, the staff member will promptly inform his supervisor of the complaint.
2. If a complaint comes first to the principal or assistant principal of the person criticized, the principal or assistant principal should make no commitments, admissions of guilt, or threats. If the complaint involves a particular employee, the supervisor will attempt to schedule a conference between the complainant, the person criticized and the administrator. The person criticized will be informed promptly of the complaint, whether a conference occurs or not.
3. If a complaint comes first to the Superintendent, the Superintendent will hear the complaint, but will attempt to redirect the complaint to the principal or assistant principal so that the preceding procedure can take place. Whether the complainant agrees to meet with the principal or assistant principal or rejects the meeting, the Superintendent will notify the building administrators as soon as possible. They will notify the employee.
4. No further action on the complaint will be taken unless the complainant submits the complaint in writing.
5. When a written complaint form is received, the principal or other supervisor will schedule a conference with himself, the complainant, the person criticized, and, if

advisable, the department chairman or other personnel that either the supervisor or the person criticized feels could contribute to resolution of the problem(s).

6. If the complainant is not satisfied with the results of the conference above, he/she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he/she may see fit.
7. Should dissatisfaction remain after the preceding steps have been taken, the matter will be placed on the agenda for the next regularly scheduled Board meeting. The decision of the Board will be communicated in writing to all interested persons.

In all steps of this procedure, the employee shall be notified of conferences. Any person involved in the conferences shall have the right to representation of his/her own choosing, excluding the first step of the complaint (#1-3).

Written complaints shall be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint. The employee has the right to make written responses to the complaint and the findings from any and all conferences.

W. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term of Office

The term of office for members serving on the committee for the first time shall be as follows: one administrator and two teachers shall serve for a two year term and one district administrator and one teacher shall serve for a one year term. Members will serve for a two year term thereafter.

3. Committee Composition and Selection

- a. The committee shall be comprised of five members as follows:

three teachers
one administrator
the Superintendent and/or his/her designee.

- b. The three teacher members shall be selected by the WEA. The administrator shall be selected by the administrators employed by the

District. The other employer member shall be appointed by the Superintendent.

- c. In the event of a vacancy, the committee member shall be replaced in accordance with section 3.b.
- d. When an administrator's license is being considered, the number of teachers on the committee will be reduced such that a majority of administrators comprise the committee for consideration of that license.

4. Chairperson/Recorder

The LPDC Chairperson and Recorder shall be determined by majority of the committee members.

The responsibilities of the Chairperson are to conduct LPDC meetings, to communicate information to the members of the LPDC, to represent the LPDC at other meetings which may be called, and to initiate the process to fill vacancies on the LPDC in accordance with section 3 above.

The responsibilities of the Recorder are to maintain minutes of action taken during LPDC meetings, to notify applicants of approval, resubmission, denial status of individual professional development plans and/or proposals for credit and to receive and send appeals information.

5. Decision Making

Every effort will be made to make decisions by consensus. If consensus cannot be reached, as a last resort, a majority vote of a quorum will control. A quorum is defined as at least two teachers and one administrator present at the meeting.

6. Training

- a. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.
- b. If the available training is during work hours, the committee members shall be given paid release time to attend, pursuant to Article I W, Part IV, Section Q of this Agreement.
- c. LPDC members shall be reimbursed for all necessary expenses incurred as part of the training, pursuant to Article 1W, Part IV, Section Q of this Agreement.

- d. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans if they so decide by majority vote.

7. Meetings and Compensation

- a. The LPDC shall meet as often as the members deem necessary to complete their work. The schedule of meetings will be provided to each staff member at the beginning of the school year. Additional meetings may be scheduled as necessary.
- b. Committee members shall be paid \$20.00 per hour, paid in quarter hour increments. The Chairperson shall be paid \$25.00 per hour, paid in quarter hour increments, for preparation, record keeping and meeting time. Payment will be made only for meetings attended outside the workday. There shall be a cap of \$2,250.00 for the District total each school year.

8. Appeals Process

- a. Level One. Any certificated/licensed staff member who wishes to appeal the decision of the LPDC may petition the LPDC Recorder in writing within ten (10) workdays or 30 calendar days, whichever comes first. The staff member may resubmit a proposal in writing for the committee to consider. The appeal will be considered at the next regular scheduled LPDC meeting. The staff member must be present at the meeting.

The LPDC shall render its decision in writing within ten (10) workdays, or 30 calendar days, whichever comes first, after the appeal.

- b. Level Two. Any certificated/licensed staff member wishing to appeal the Level One decision of the LPDC may petition the Recorder of the Committee within seven (7) workdays of the LPDC's decision. An Appeals Committee will be developed consisting of one representative of the LPDC and one person selected by the staff member who is certified/licensed in the same subject area. The two representatives shall mutually agree upon a third person who shall also be certified/licensed in the same subject area. This committee shall schedule a meeting within (30) calendar days of the appeal. The staff member must be present at this meeting.

The Appeals Committee shall render its binding decision in writing within ten (10) calendar days. The decision of this committee is not grievable.

- 9. The LPDC shall not have authority to revise, change, delete or modify any article/provision of the Master Agreement or written policies and procedures of the Board.

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours or terms and conditions of employment of bargaining unit members, or that requires the expenditure of Board funds, without the express prior approval of the Board and the Association.

X. DISCIPLINE OF EMPLOYEES

No bargaining unit member will be reprimanded or disciplined without just cause and in compliance with the applicable provisions of this Agreement.

Termination of a bargaining unit member's contract shall be according to applicable sections of the Ohio Revised Code. Termination is neither grievable nor arbitrable under this Agreement.

In such case, the member may request to have present an Association Representative, or other staff, before he/she is reprimanded or disciplined for any infractions of the policies, rules or regulations adopted by the Board. When request for such representation is made, no further action shall be taken until such representation is present.

A notation of verbal reprimand shall be placed in the employee's Master File.

Y. ENTRY YEAR PROGRAM

An entry year program for newly-hired teachers ("mentees") shall be implemented. For a mentee whose employment at Woodmore is the teacher's first regular teaching job and holds a two year provisional license, the teacher shall be required to participate.

The Entry Year Program shall include both a formal program of support, including mentoring by a bargaining unit member when feasible to foster professional growth of the individual teacher, and the assessment of skills and abilities of the teacher for purposes of attaining professional licensure. The length of the program shall include one (1) academic year which shall include a minimum of one hundred twenty (120) school days.

The Entry Year Program shall follow the Guidelines and Standards established by the Ohio Department of Education and with the provisions of this section of the Agreement, with this section taking precedence over any Ohio Department of Education Guidelines and Standards. Teachers involved with the development of and evaluation of the program will be selected by the Association.

The entry year program shall include the following elements:

1. Mentors
 - a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with the Negotiated Agreement. The number of mentor positions shall equal the number of newly-hired teachers who will be mentees in the program.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the district for at least the last three (3) consecutive years to be eligible to serve as a mentor and, in addition, any or all mentors must have current Pathwise training. However, any teacher with less than three (3) years experience who holds a current certificate in Pathwise training is eligible for selection. Teachers with poor track record as mentors will not be reassigned.

c. Compensation and Workload

Mentors will be compensated at 4 percent of the BA, Step 0 on the teacher's salary schedule per year. Said compensation shall be paid on the first pay period in June. The mentor shall be assured of adequate time during the workday to meet with the assigned mentee. Each mentor shall be released a minimum of two (2) formal observations prior to the Praxis III Assessment. Additional time for mentoring coordination shall be with the consent of the building principal. No mentor shall be assigned more than two (2) mentees at a time during a school year. A mentor shall be compensated for each assigned mentee. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated.

d. Confidentiality

All interaction, written or verbal, between the mentor teacher and the mentee shall be regarded as confidential and shall not be used by either the Board or the Association in termination or nonrenewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

2. Mentees

a. Compensation and Workload

The mentee shall receive one hundred percent (100%) of the salary to which the mentee is entitled under the Negotiated Agreement. In addition, the mentee shall be assured of adequate time during the workday to meet with the assigned mentor. The building principal shall be responsible for

providing coverage of classes when the mentee meets with an Ohio Department of Education assessor.

b. Training

Training on the methods of assessment to be used by the Ohio Department of Education (i.e. Praxis III and Pathwise) shall be provided to mentees at Board expense. Such training time shall be in addition to any other professional leave to which the mentee may be entitled.

c. Confidentiality

No mentee may be compelled to release information to the school district regarding the mentee's assessment by the Ohio Department of Education, nor may such information be used in the evaluation of the mentee by school district administrators. Any documents pertaining to the Entry Year Program and the ODE assessment shall be confidential to the extent permitted by law.

d. Protection

No later than six (6) weeks after the initiation of the entry year program, the mentee may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her compensation terminated without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a mentee who fails in the first year to successfully complete the entry year program but who retains the appropriate teaching credential, unless all applicable provisions in the Negotiated Agreement relating to teacher evaluation and nonrenewal of contracts have been followed. Notwithstanding ORC 3319.11 and all other applicable provisions of this Agreement relating to teacher evaluation and nonrenewal of contracts, a mentee who fails twice to successfully complete the Entry Year Program requirements within the time period of the license may be nonrenewed.

3. Assessors

Any teacher who is selected by the Ohio Department of Education to work as an assessor shall be provided a substitute when conducting observations and pre- and post-observation interviews. This cost shall not be borne by the Board. Such time shall be in addition to any other professional leave to which the mentor may be entitled.

Z. HIRING OF RETIRED TEACHERS

Retired teachers may be rehired by the District, subject to the following provisions. Any benefit or provision not stated explicitly herein shall remain as stated in this Negotiated Agreement for all teachers in the bargaining unit:

1. There is no guarantee of reemployment of any teacher in the District if the employee retires. A bargaining unit member still actively employed by the Board and considering retiring may make a written request to the Superintendent at least 90 calendar days prior to the effective date of retirement. The Superintendent shall notify the teacher in writing no later than thirty (30) days from the date of receipt of the written request whether the Superintendent is going to recommend and whether the Superintendent believes the Board will employ the teacher for the following school year.

Teachers who have already retired shall apply for positions through the normal application process.

2. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days.
3. If the Board is considering the rehiring of a teacher who has retired from the District, such rehiring must comply with, and is only effective upon completion of, the public notice and hearing procedures set forth in Ohio Revised Code Section 3307.353.
4. Any retired teacher who is hired shall be employed under a one-year limited contract, with notification to be given on or before June 30, if he or she is going to be reemployed by the District or if the contract will be nonrenewed for the following year. Retired teachers who are hired are not subject to Ohio Revised Code Sections 3319.11 and 3319.111 or 3319.08, and the decision of the Board is final concerning evaluations and nonrenewal. The retired employee shall not be eligible for continuing contract status.
5. Any retired teacher who is hired shall be placed at Step 10 in the appropriate column that reflects his or her education. Starting with the 2008-09 school year, any retired teacher who is hired or rehired shall be placed at Step 0 in the appropriate column that reflects his or her education. If rehired for additional years, there will be no movement on the salary schedule for years of experience.
6. In a reduction in force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract teachers.

7. Retired teachers may hold supplemental contracts. Such supplemental contracts may be nonrenewed with notice by April 30, at the discretion of the Superintendent, with no recourse.
8. Sick leave shall begin at zero and accumulate up to 15 days per year. The Board will advance up to five days if needed. Sick leave shall carry over from year to year of reemployment as a retiree.
9. The retired but rehired employee is not eligible for any retirement severance, retirement bonus, severance pay for submitting a letter of resignation on or before March 15 or other retirement incentive, other than as stated herein, whether addressed now or in any future bargaining unless it is explicitly stated in the contract provision as being for retirees who have been rehired. (Note: Rehired in this context means any retiree under a state retirement system who is hired, *whether previously an employee of this District or any other district.*)
10. The retiree, if eligible for insurance through insurance of a spouse, shall be required to take such insurance. If no other insurance is available, the retired employee who is hired may elect to have Board-provided insurance with the employer and employee contribution amounts outlined in the Negotiated Agreement, but must take option 4 coverage only.
11. Retired employees who are hired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for workshops in accordance with the Negotiated Agreement, with professional leave and payment of workshop expenses and any other benefit granted to other teachers taking any such workshop under the contract.
12. Retired teachers who are hired will be responsible for all required taxes, including Medicare taxes, as any other new employee, even if the teacher was exempt prior to retirement.

AA. MASTER TEACHER COMMITTEE

1. Purpose

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a Master Teacher.

2. Composition

The Master Teacher Committee shall be comprised of five (5) members: three (3) teachers, who will be appointed by the Association and two (2) administrators who will be appointed by the Superintendent. As Master Teachers are identified, teacher members of the Committee will be comprised of Master Teachers. Two of the teachers shall initially serve one-year terms, and one teacher will initially

serve a two-year term. One administrator will initially serve a one-year term, and one administrator will initially serve a two-year term. Upon expiration of the initial terms, all members will serve two-year terms. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be reappointed to successive terms.

3. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the Ohio Department of Education. No decision of the Master Teacher Committee is subject to the grievance procedure set forth in Part V.

4. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid at the rate of twenty dollars (\$20) per hour paid in quarter hour increments for hours spent outside the teacher workday. There shall be a cap of \$2,250 for the District total each school year. Any additional hours beyond this cap must be approved by the Superintendent.

BB. RESIDENT EDUCATORS PROGRAM

A resident educator program for newly-hired teachers ("resident educators") shall be implemented. For a resident educator whose employment at Woodmore is the teacher's first regular teaching job and holds a resident educator license, the teacher shall be required to participate.

The Resident Educator Program shall include both a formal program of support, including mentoring by a bargaining unit member when feasible to foster professional growth of the individual teacher, and the assessment of skills and abilities of the teacher for purposes of attaining professional licensure. The length of the program shall include four (4) academic years which shall include a minimum of one hundred twenty (120) school days or as outlined in the Resident Educator Program.

The Resident Educator Program shall follow the Guidelines and Standards established by the Ohio Department of Education and the provisions of this section of the Agreement, with this section taking precedence over any Ohio Department of Education Guidelines and Standards. Teachers involved with the development of and evaluation of the program will be selected by the Association.

The resident educator program shall include the following elements:

I. Mentors

a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with the Negotiated Agreement. The number of mentor positions shall equal the number of newly-hired teachers who will be resident educators in the program.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the district for at least the last three (3) consecutive years to be eligible to serve as a mentor and, in addition, any or all mentors must have been trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program. Teachers with poor track records as mentors will not be reassigned.

c. Compensation and Workload

Mentors will be compensated at 4 percent of the BA, Step 0 on the teacher's salary schedule per year. Said compensation shall be paid on the first pay period in June. The mentor shall be assured of adequate time during the workday when necessary to meet with the assigned resident educator. The mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by the Ohio Department of Education. A mentor shall be compensated for each assigned resident educator. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated.

d. Confidentiality

All interaction, written or verbal, between the mentor teacher and the resident educator shall be regarded as confidential and shall not be used by either the Board or the Association in termination or nonrenewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal

from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

2. Resident Educators

a. Compensation and Workload

The resident educator shall receive one hundred percent (100%) of the salary to which the resident educator is entitled under the Negotiated Agreement. In addition, the resident educator shall be assured of adequate time during the workday when necessary to meet with the assigned mentor. The building principal shall be responsible for providing coverage of classes during classroom observations of the resident educator.

b. Training

Training on the methods of assessment to be used by the Ohio Department of Education shall be provided to resident educators at Board expense. Such training time shall be in addition to any other professional leave to which the resident educator may be entitled.

c. Confidentiality

No resident educator may be compelled to release information to the school district regarding the resident educator's assessment by the Ohio Department of Education, nor may such information be used in the evaluation of the resident educator by school district administrators. Any documents pertaining to the Resident Educator Program and any assessments shall be confidential to the extent permitted by law.

d. Protection

No later than six (6) weeks after the initiation of the resident educator program, the resident educator may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her compensation terminated without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident educator who fails in the first year to successfully complete the resident educator program but who retains the appropriate teaching credential, unless all applicable provisions in the Negotiated Agreement relating to teacher evaluation and nonrenewal of contracts have been followed.

PART V - GRIEVANCE PROCEDURES

- A. Definition - A "grievance" is defined as a misapplication, misinterpretation, or alleged violation of a written provision of the collective bargaining agreement. This grievance must be submitted at the step in which the violation occurred by the individual staff member or group of staff members that were directly affected or injured by the alleged grievances.

Procedures - The following procedures provide an individual or group of individuals an orderly method of processing the grievance and resolving the concerns by means of a fair hearing procedure and no fear or reprisal. Nothing in this process limits the right of individuals at any time. Furthermore, nothing in this procedure limits the legal rights of any party.

The grievance and remedy sought must remain consistent for each step in sequence.

1. Step One - Any staff member or group of staff members, with or without representation, shall have the right to present a written grievance to the Building Principal within ten (10) working days after the alleged grievance has occurred. The Principal shall, within five (5) working days after receipt of the alleged grievance, respond in writing.
2. Step Two - If the disposition of the Principal is not satisfactory, the grievant may, within five (5) working days, submit the grievance form to the Superintendent. Within five (5) working days after receipt of the grievance form, a hearing shall be held with the grievant to hear all pertinent data. The Superintendent shall, within five (5) working days after the hearing, respond in writing.
3. Step Three - If the disposition of the Superintendent is not satisfactory, the grievant may within ten (10) working days, submit the grievance form to the Treasurer of the Board of Education to arrange for a hearing before the Board in an executive session. The executive session shall be held within ten (10) working days after receipt of the grievance. The Board shall, within five (5) working days after the hearing, respond in writing to the grievant.
4. Step Four - If the disposition of the Board is not satisfactory, the Association may, within ten (10) working days, submit the grievance to arbitration by the Federal Mediation and Conciliation Services whose rules and regulations shall likewise govern the proceedings. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to ruling by the arbitrator on the merits of the issue. The cost of the arbitrator will be assessed to the losing party of the grievance.

GRIEVANCE FORM

Copies of this form are available from your Building Representatives or any member of the Formal Grievance Committee.

FORMAL GRIEVANCE PRESENTATION

To: Principal _____ Date _____

Or: Superintendent _____

Or: Board _____

From: _____

Statement of concern or Request: (must contain exact article of Negotiated Agreement that has been improperly applied)

Remedy Sought:

Signature of Claimant

RESPONSE

Date

Signature of Respondent

PART VI - COMPENSATION AND RELATED BENEFITS

A. PURPOSE OF SALARY SCHEDULES

The purpose of salary schedules is:

1. To enable the Board to secure well-trained and competent personnel and retain those who have rendered satisfactory and efficient service.
2. To encourage licensed employees to improve their service by increasing their professional training.
3. To provide a means of determining annually the costs of salaries.
4. To provide personnel with a financial outlook by indicating the annual salary which may be expected.
5. To guide administrative officials in the selection, classification and assignment of licensed personnel and determine salaries to be paid.

B. APPLICATION OF SALARY GUIDES

Teachers will be classified for salary purposes by the Board of Education at the beginning of each school year. At this time, all will be placed on schedule according to experience, training classification, state law and the collective bargaining agreement. In the event the Superintendent wishes to accord a newly-hired teacher more than ten (10) years' experience credit for prior teaching or military service for purposes of salary schedule placement, the Superintendent shall meet with Association representatives prior to the hiring to discuss the reasons supporting the extension of additional credit. Changes in position, qualifications or added duties shall be accompanied by corresponding salary adjustments to correspond with the new assignment as changes arise.

Adjustments on the salary schedule will be made only two times a year, as follows: October 1, retroactive to the first teacher workday of the school year, and February 1, retroactive to the first teacher workday of the second semester, after transcripts and other necessary forms are on file in the Superintendent's office. A Grade report will be accepted if transcript is delayed.

C. TEACHER CONTRACT AND PAYMENT OF SALARIES

1. Credit will be allowed for hours of training beyond the Master's degree, provided such training is in a subject area which is directly related to the teacher's area of assignment or area of instruction, is related to the science of education, or is taken in furtherance of acquiring an additional education related degree or certificate.

Training beyond the Master's degree for other course work will be allowed for credit, provided such courses have the prior approval of the Superintendent. This is applicable only to those licensed employees hired after October 27, 1982. All credit shall be allowed and approved on a consistent basis.

2. Paychecks will be issued every other week on Thursday, except that in years in which there are fifty-three (53) Thursdays, there will be a period of three weeks between the last pay in August and the first pay in September. Employees will be notified no later than September 1, when a three-week period between paychecks is to occur.

Checks may be electronically deposited in the individual's bank or distributed to the individual. Newly hired employees, beginning with the 2000-2001 school year shall have their paychecks electronically deposited.

3. All applicable payroll taxes and retirement will be withheld equally from each paycheck. All voluntary deductions (annuities, etc.), and medical insurance will be withheld equally from the first and second pays of the month.
4. The Treasurer of the Board, at no expense to the Association, will make payroll deductions for Association dues in equal amounts, equal to the total dues of each individual, split between the first and second pays of the month. This deduction will be withheld October through August.

The Association will provide a mutually satisfactory payroll deduction authorization form delivered to the Board Treasurer prior to September 15 annually from members desiring the payroll deductions.

After each deduction, the Treasurer will submit a check for the deductions to the Treasurer of the Association.

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

D. OPERATION OF SALARY SCHEDULE

The salary schedule is based on the Board adopted school calendar.

Average daily pay for regular teachers will be determined by dividing the teacher's pay by the number of days in the adopted calendar. Extended time days will be paid at the average daily rate as shown on the salary schedule with the highest column placement for extended time being the Master Degree column.

E. STRS PICK-UP

The Board herewith agrees with the Association to shelter contributions to the State Teacher's Retirement System (STRS) upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be sheltered on behalf of each employee shall be each employee's mandatory contribution to the State Teacher's Retirement System. The employee's annual gross salary shall be reduced by an amount equal to the amount sheltered by the Board.
2. The sheltered percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

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

The Association recognizes that the Board assumes no other or further liability, as the definition of current and/or deferred taxation is determined solely by the Internal Revenue Service.

The Board shall have the right to unilaterally and immediately discontinue the plan if so ordered by the STRS and/or IRS, provisions of this negotiated Contract notwithstanding. Rulings 77-464 and 81-36 of the IRS and Opinion 82-097 of the Ohio Attorney General and Rules of the STRS and such rules as the aforementioned agencies may subsequently issue shall be applicable notwithstanding any other provision of this negotiated Contract.

F. SALARY SCHEDULES

Teachers shall be compensated according to the salary schedule listed under F.1.

F.1 WEA SALARY SCHEDULE - 2011-2012

	BASE						\$31,865
<u>STEP</u>	<u>BA+0</u>	<u>BA+8*</u>	<u>BA+15</u>	<u>BA150**</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+30</u>
0	1.0000 \$31,865	1.0425 \$33,219	1.0725 \$34,175	1.1175 \$35,609	1.2000 \$38,238	1.2300 \$39,194	1.2900 \$41,106
1	1.0425 \$33,219	1.0850 \$34,573	1.1175 \$35,609	1.1625 \$37,043	1.2475 \$39,751	1.2775 \$40,707	1.3400 \$42,699
2	1.0850 \$34,573	1.1275 \$35,928	1.1625 \$37,043	1.2075 \$38,477	1.2950 \$41,265	1.3250 \$42,221	1.3900 \$44,292
3	1.1275 \$35,928	1.1700 \$37,282	1.2075 \$38,477	1.2525 \$39,911	1.3425 \$42,778	1.3725 \$43,734	1.4400 \$45,885
4	1.1700 \$37,282	1.2125 \$38,636	1.2525 \$39,911	1.2975 \$41,345	1.3900 \$44,292	1.4200 \$45,248	1.4900 \$47,479
5	1.2125 \$38,636	1.2550 \$39,990	1.2975 \$41,345	1.3425 \$42,778	1.4375 \$45,806	1.4675 \$46,762	1.5400 \$49,072
6	1.2550 \$39,990	1.2975 \$41,345	1.3425 \$42,778	1.3875 \$44,212	1.4850 \$47,319	1.5150 \$48,275	1.5900 \$50,665
7	1.2975 \$41,345	1.3400 \$42,699	1.3875 \$44,212	1.4325 \$45,646	1.5325 \$48,833	1.5625 \$49,789	1.6400 \$52,258
8	1.3400 \$42,699	1.3825 \$44,053	1.4325 \$45,646	1.4775 \$47,080	1.5800 \$50,346	1.6100 \$51,302	1.6900 \$53,852
9	1.3825 \$44,053	1.4250 \$45,407	1.4775 \$47,080	1.5225 \$48,514	1.6275 \$51,860	1.6575 \$52,816	1.7400 \$55,445
10	1.4250 \$45,407	1.4675 \$46,762	1.5225 \$48,514	1.5675 \$49,948	1.6750 \$53,374	1.7050 \$54,329	1.7900 \$57,038
11	1.4675 \$46,762	1.5100 \$48,116	1.5675 \$49,948	1.6125 \$51,382	1.7225 \$54,887	1.7525 \$55,843	1.8400 \$58,631
12	1.5100 \$48,116	1.5525 \$49,470	1.6125 \$51,382	1.6575 \$52,816	1.7700 \$56,401	1.8000 \$57,357	1.8900 \$60,224
13	1.5525 \$49,470	1.5950 \$50,824	1.6575 \$52,816	1.7025 \$54,250	1.8175 \$57,914	1.8475 \$58,870	1.9400 \$61,818
14	1.5950 \$50,824	1.6375 \$52,179	1.7025 \$54,250	1.7475 \$55,684	1.8650 \$59,428	1.8950 \$60,384	1.9900 \$63,411
18	1.6675 \$53,135	1.7100 \$54,489	1.7775 \$56,640	1.8100 \$57,675	1.9425 \$61,897	1.9725 \$62,853	2.0725 \$66,040
21	1.7100 \$54,489	1.7525 \$55,843	1.8225 \$58,074	1.8550 \$59,109	1.9900 \$63,411	2.0200 \$64,367	2.1225 \$67,633
25	1.7525 \$55,843	1.7950 \$57,197	1.8675 \$59,508	1.9000 \$60,543	2.0375 \$64,925	2.0675 \$65,880	2.1725 \$69,226
27					2.0850 \$66,438	2.1150 \$67,394	2.2225 \$70,820

*Bargaining unit members hired prior to June 30, 1998 and placed in this column prior to September 15, 1998.

All other members not meeting both deadlines not eligible.

**Includes bargaining unit members hired prior to June 30, 1998 and placed in this column prior to September 15, 1998 with a BA+23.

G. LEARNING DISABILITIES TUTOR

Tutors shall be solely employed, depending on need, on a year-to-year basis under a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day without prior written notice of nonrenewal unless the Board acts to renew the contract on or before April 30.

Beginning with the 1998-99 school year, tutors shall be placed on the teacher's salary schedule.

For initial placement, a maximum of six (6) years of experience as documented by Ohio experience in a public or parochial school and non-Ohio experience in a public school shall be credited. (One hundred twenty days per year equals one year of experience.)

The tutor(s) that are nonrenewed will be the first recalled for the learning disabilities position(s) only, if the need is present, unless negative performance dictates otherwise.

Learning disabilities tutors will be issued contracts with a salary figure as determined by the proper placement on the teachers' salary schedule, based upon the step and training placement. Insurance benefits will continue to be paid by the board of education through the month of August at the rate similar to other teachers in the district, at the percentage of time of day they are employed. The nonrenewed teachers will not be eligible for unemployment benefits during the summer months.

This does not prohibit the board of education from issuing a contract that is less than full-time such as 6/7.5 or 4/7.5 as the need determines. The day will be based upon 7.5 hours.

SUBSTITUTING FOR CLASSROOM TEACHERS

7-12 \$20.00/Period
K-6 \$20.00/Hour

All regular staff members substituting for another teacher will be paid \$20.00 per hour (K-6) or \$20.00 per period (High School - Junior High School). The teacher requiring the need for the substitute will be charged for sick leave or personal leave at the same time frame as the teacher receiving the substitute pay. The teacher with the need for the leave will not be charged if the substituting teacher volunteers for the substituting without compensation. The substituting teacher will only be permitted to substitute during their conference period.

INDIVIDUAL STUDENT TUTOR COMPENSATION

Teachers that elect to tutor students outside of the regular school day, at the request of the District shall be paid at rate of \$20.00 per hour. One hour of preparation will be granted for each five (5) hours of instruction: In addition, the teacher will be paid mileage from school to the place of instruction.

SUPPLEMENTAL EXPERIENCE STEPS

- 1. Recognized experience steps shall be:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1-2 yrs.	3-4 yrs.	5-6 yrs.	7 or more

At step 2, a 6% increase in salary over the previous step will occur.
At step 3, an 8% increase in salary over the previous step will occur.
At step 4, a 10% increase in salary over the previous year will occur.

- 2. Credit for documented experience at a lower level (inside or outside the district) shall be granted toward placement on a higher-level position in the same supplemental activity. Limit: 4 years experience. Similarly, high-level experience will be granted toward placement on a lower-level position.
- 3. Credit for prior documented service for the same level of the same supplemental activity outside the district shall be granted upon employment (assignment). Limit: 5 years experience.

SHARING OF CO-CURRICULAR POSITIONS

Employees who elect, with approval of administration, to share responsibilities of a co-curricular position, shall share the pay for the co-curricular position as they mutually agree in writing.

SUPPLEMENTAL SALARY COMMITTEES

A four-member committee, consisting of two representatives appointed by the Board and two representatives appointed by the Woodmore Education Association, shall be established.

This committee will annually review all supplemental duty positions (athletic and academic) and recommend any changes in job descriptions, compensation and/or any other additions to the Board and the Association, no later than March 1 of each school year.

H.2 SUPPLEMENTAL POSITIONS GROUPINGS LIST

Athletic Oriented

- I. Football – Head Varsity, Assistant Varsity, Head 9, Head 8, Head 7
- II. Basketball (Boys and Girls) – Head Varsity, Asst. Varsity, Head 9, Head 8, Head 7
- III. Wrestling – Head Varsity, Assistant Varsity, Head 7-8
- IV. Baseball – Head Varsity, Junior Varsity
- V. Softball – Head Varsity, Junior Varsity
- VI. Track (Boys and Girls) - Head Varsity, Assistant Varsity, Head 7-8
- VII. Volleyball – Head Varsity, Assistant Varsity, Head 9th , Head 8, Head 7
- VIII. Cross Country – Head Varsity, Head 7-8
- IX. Golf – Head Varsity, Junior Varsity
- X. Soccer - Head Varsity, Assistant Varsity
- XI. Cheerleading – Head, Assistant
- XII. Faculty Manager – Fall, Winter, Spring
- XIII. Weight Room Supervisor
- XIV. Assistant Athletic Director

Academic Oriented

- I. Music (Instrumental) – Director-Inst. Music, Asst. Director-Instr. Music, Flag Corps Advisor
- II. Music (vocal) – Director – Vocal Music
- III. Journalism* - Yearbook Advisor – WHS, Newspaper Advisor
- IV. Dramatics – Director – Musical/Play
- V. Dept. Chairpersons/Lead Teachers – with/without conference period.
- VI. Student Council Advisors – High School, Junior High, Elementary
- VII. Class Advisors – Seniors, Juniors, Sophomores, Freshmen, Grade 8, Grade 7, Senior Trip
- VIII. Quiz Team Advisors – High School, Junior High, Elementary, Creativity Competition
- IX. Other Advisorships* – National Honor Society, Leadership Board, Future Teachers, Outdoor Education, Safety Patrol, Vo-Ag Director
- X. Grant Writer

*No experience granted for movement within group

H.3 SCHEDULE FOR ADDITIONAL DUTIES

Service by members of the bargaining unit extending before or after such member's regular duty pay and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Such supplemental contracts shall expire automatically.

The added pay for extra nonteaching assignments shall conform to the schedule of salary for extra-curricular duties in this contract.

Inclusion of an extra-duty assignment does not necessarily mean that each position will be filled in any given year, but only that if it is filled, the pay rate listed will apply.

Supplemental contracts shall be offered to teachers under terms of Part IV-A of this Agreement.

A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen (15) calendar days from the date of issuance). Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment.

Payment of Supplemental Contract stipends shall be at the employee's regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service.

If a new position is created and/or altered, the Board shall negotiate with the Association over the creation and/or the alteration of the position and the rate of compensation.

The Board retains the right to determine which supplement contract positions will be filled. If the Board elects not to fill supplemental contract positions, it will solicit input from the Association.

I. HOSPITALIZATION

The Board shall determine the carrier of hospitalization, major medical, dental, or other medical benefits purchased jointly by the Board and the Association.

Whenever the Board makes a change in the carrier,

1. the coverage shall be equal to or greater than the previous unless, by mutual agreement, the coverage is changed.
2. provisions shall be made for coverage of claims still pending with the previous carrier.

The Board will offer employees SAN-OTT Consortium Option 4 (through 12/31/11 only), 5 and 6, and the Board's contribution to hospitalization, major medical, dental, or other medical benefits purchased jointly by the Board and the employees shall be as follows:

Single:	90% of premium
Employee + Spouse:	80% of premium
Employee + Child(ren):	80% of premium
Family:	80% of premium

The prescription co-pays under Options 4 and 5 shall be \$10 generic/\$25 formulary/\$40 nonformulary, and the co-pay under the mail order drug program shall be two and one-half times (2 ½) the base prescription co-pay.

Dental coverage is optional. If an employee elects to have dental coverage, the Board's contribution will be as set forth above.

Any employee who elects to participate in Option 6 will receive the following incentive:

Beginning January 1, 2012, the Board shall made a deposit into a Health Savings Account. The deposit will be made based on the following schedule:

\$1,200	for employees carrying single medical coverage
\$2,400	for employees carrying employee and spouse, employee and child or family coverage

One-half of this deposit shall be made by February 28 of each calendar year and the second half by June 30. Funds deposited into the HSA become the property of the employee and can be accumulated from year to year.

SPOUSAL COORDINATION OF BENEFITS

Spouses of employees who work for an employer where insurance is available will be required to enroll in at least Single coverage through their employer.

Spouses will be exempt from this requirement if:

1. The spouse's employer is another school district within the SAN-OTT School Consortium.
2. The spouse's employer does not offer medical coverage.

3. The spouse must pay an amount greater than fifty percent (50%) of the cost of the highest cost single medical coverage offered by the SAN-OTT School Consortium.
4. The spouse was retired before August 1, 2004.

Any full-time bargaining unit member who does not enroll or participate in the District's hospitalization plan shall receive a payment as follows:

<u>Number of Employees Waiving Coverage</u>	<u>Annual Payment</u>
0-10	\$500.00
11-20	\$750.00
21+	\$1,000.00

This payment shall be made on or before issuance of the first paycheck in September following the August 1-July 31 insurance plan year in which coverage is declined.

WELLNESS COMMITTEE

A Wellness Committee shall be established consisting of three (3) members appointed each by the Administration, OAPSE and the Woodmore Education Association. The Wellness Committee shall meet quarterly to consider issues such as administration of the health benefits plan, costs of the plan and periodic evaluation of the plan. The Wellness Committee may also promote studies of current developments in the health care industry and continuing education programs for all staff on benefit usage for maximum cost effectiveness. All recommendations by the Wellness Committee must be reached by consensus. Any changes to the health insurance programs must be ratified by the Board and the Association.

J. GROUP LIFE INSURANCE

Each licensed employee covered by the terms of this Agreement shall be provided group insurance as follows:

Life Insurance	\$25,000.00
Accidental Death and Dismemberment Insurance	\$25,000.00

K. SEVERANCE PAY AND INCENTIVE

Employees, upon retirement, shall be entitled to .250 of their accumulated sick leave at the time of eligibility for service retirement. Severance pay will be at the current daily rate at the time of leaving active service.

Employees will be paid after verification of retirement is received from the State Retirement System by the Treasurer. Employees may either choose to be paid within thirty (30) days of retirement or may choose to defer such payment until after January 1 of the year following their retirement.

Employees who submit a signed letter of resignation for the purpose of retirement on or before March 15 of the current school year shall be given \$500.00 additional severance pay. To be eligible for this benefit the employee must complete the adopted school calendar plus other additional and supplemental duties under contract.

Employees must have served their last five (5) years in the service of the Woodmore Local Schools to qualify for severance pay.

L. TUITION REIMBURSEMENT

The goal of any additional training at a state-approved university should be to provide assistance or new knowledge in instructional techniques to help improve instruction in the classroom.

Recognizing this, the Board and the Association agree to the following terms:

1. There will be a maximum of \$14,000.00 for the 2009-10 fiscal school year and an increase of \$500.00 per each year for the duration of the contractual agreement to be used by classroom teachers to take course work in the teacher's area of assignment or area of instruction in the science of education. A fiscal school year is July 1-June 30.
2. All teachers below Step 25 on the WEA Salary Schedule will be eligible to use this fund. Teachers with less than three (3) years experience shall have restricted use of this fund. This restricted use means he/she must be employed by the school district the following school year and he/she will not receive tuition reimbursement until October of the following school year. Employees with less than three (3) years experience shall not be eligible for tuition reimbursement during the year he/she resigns or is not reemployed.
3. For further course work not covered by preceding #1 and #2, the teacher must receive written approval of the Superintendent and LPDC Chairperson before beginning the course work.
4. All teachers must submit an application to the LPDC of their intent to enroll in course work so that a record can be kept of the funds allotted per year and the use thereof.
5. Of the funds set aside, teachers will be reimbursed as calculated by this formula:

$\$ \text{ funds} \div \text{total number of reimbursable semester hours (or the equivalent)} \times \text{total number of semester hours (or equivalent) taken by the eligible teacher.}$

The individual teacher can submit a maximum of nine (9) semester hours of course work for reimbursement for the school year (September through August).

6. All course work must be successfully completed with at least a "B" average (or a Pass if Pass/Fail course) and credit must be received.
7. Tuition reimbursement will be paid to all eligible teachers in the month of October of the ensuing school year. In the event the tuition reimbursement dues do not equal the amount in any given year, the balance will carry over into the next appropriated year and be added to that amount. The Association President shall be notified in writing the balances of the tuition reimbursement after all eligible teachers are paid in October.
8. Payment for course work will be issued upon receipt of certified transcript and proof of payment of tuition to the college/university (copies of canceled check or credit card statement) by the Superintendent's office by September 15. Notarized grade card or other college/university certification will be accepted if transcript is delayed, but transcript must follow.

M. SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, nonreimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and recordkeeper of the plan. The insurance provider shall provide the school district a hold harmless and recordkeeping agreement that will further hold the employer risk free under the IRS provisions regulating nonreimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

N. VISION INSURANCE

The Board will provide a Vision Insurance Plan offered through the San-Ott Consortium. The plan will have a \$10 co-payment for an examination and a \$15 co-payment for lenses and/or frames. The Board will pay 80% of the premium rate and the employee will pay 20% of the premium rate.

O. ANNUITIES

Any employee desiring to add an annuity must use a current annuity company or have a group of three (3) employees to add a new annuity company. The following additional funds will be added to the current list.

JANUS Funds
TIAA-CREF Funds
Fidelity Funds
American Century Funds

P. SUPPLEMENTAL RETIREMENT PAYMENT

Licensed full-time personnel shall be eligible for a retirement incentive payment in accordance with the following:

1. Licensed full-time personnel who have served their last 10 years in the service of Woodmore Local Schools shall be eligible for a retirement incentive payment in any calendar year in which they are eligible to retire under the State Teachers Retirement System by virtue of having completed 25 years of service and being at least age 55 up to a maximum of 30 years of service at any age. Provided, further, the employee must work at least through May 31 of the school year in order to be eligible for the retirement incentive payment. Employees are eligible for this retirement incentive payment only in the event that they retire no later than the maximum of 30 years STRS experience.
2. Employees who are eligible to receive a retirement incentive payment must submit a written notice of retirement to the District's Board of Education on or before April 30 of the year in which they are eligible, and said notice must establish a retirement date of June 1, July 1 or August 1 of that year. This notice of retirement is irrevocable. In the event the employee does not retire in accordance with said notice, the employee shall be considered to have resigned as of the date the retirement was to have been effective in which event the resignation shall be automatic, irrevocable and shall not require any further action on the part of the Employer or the employee to become effective.
3. Eligible employees who fulfill the eligibility requirements and other conditions stated in this Section shall be entitled to receive a retirement incentive payment in the gross amount of Twenty Thousand and 00/100 Dollars (\$20,000) in three annual installments, less usual and customary payroll deductions.
4. An initial payment of Ten Thousand Dollars (\$10,000.00) will be made on or before the 15th of January of the first year following the retirement date. A second payment of Five Thousand Dollars (\$5,000.00) will be made on or before the 15th of January of the second year following the retirement date. A third

payment of Five Thousand Dollars (\$5,000.00) will be made on or before the 15th of January of the third year following the retirement date. Deductions for federal, state, city and/or Ohio school district income taxes will be made. Such payment will not be a substitute or exempt employees from receiving other contractual benefits (i.e., Severance Pay) to which he/she is entitled.

July 1, 2011

Ms. Carrie Smolik
Labor Relations Consultant
Ohio Education Association
674 Miami Street, Suite A
Tiffin, Ohio 44883

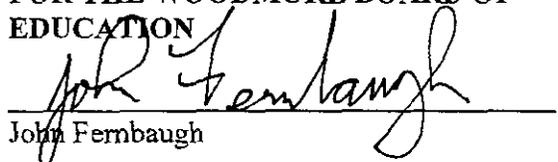
Re: **Woodmore Board of Education and Woodmore
Education Association**

Dear Ms. Smolik:

In the parties' negotiations to arrive at a renewal agreement, the Woodmore Local School District and the Woodmore Education Association agreed to work cooperatively to take advantage of improvements in technology-based lesson plan, grading and recording systems, such as Progress Book, and the parties recognize that such improvements are an important aspect of the instructional experience. To that end, three representatives of the Board appointed by the Superintendent and three professional staff members appointed by the Association will serve on a Committee to discuss the potential implementation of a procedure to record daily lesson plans, grades and homework assignments by electronic means, such as Progress Book. If the Committee's review leads to a recommendation for such a system, such recommendation shall only be implemented after it has been ratified by the Board and the Association.

If this letter accurately sets forth the parties' understanding with respect to this issue, please signify your assent by signing on the line provided below for your signature.

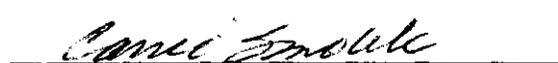
**FOR THE WOODMORE BOARD OF
EDUCATION**



John Fernbaugh

We agree with the foregoing, this 1st day of July, 2011.

**FOR THE WOODMORE EDUCATION
ASSOCIATION**



Carrie Smolik



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.

October 18, 2011

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2011 OCT 24 P 1:28

Dear Board Members:

Please be advised that the Woodmore Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Woodmore Board of Education have successfully completed negotiations and ratified a new collective bargaining agreement. A copy of the negotiated agreement is enclosed.

Also enclosed is a copy of this letter. Please time/date stamp the copy and return it to our office in the self-addressed, stamped envelope provided.

Thank you for your assistance.

Sincerely,

Carrie Smolik
OEA Labor Relations Consultant

CS/pa

Enclosures

