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# Collective Bargaining Agreement

K #27719

Between the

**WINTON WOODS TEACHERS' ASSOCIATION** ✓

An affiliate of the

**OHIO EDUCATION ASSOCIATION**

And the

**NATIONAL EDUCATION ASSOCIATION**

2011 OCT 24 PM 1:20  
STATE EMPLOYMENT  
DEPARTMENT  
HAMILTON COUNTY

and the

**WINTON WOODS CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

Hamilton County, Ohio

**EFFECTIVE**

**JUNE 30, 2011 THROUGH JUNE 29, 2014**

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## **PREAMBLE**

This Collective Bargaining Agreement is made and entered into by and between the Winton Woods City School District Board of Education (hereinafter referred to as the "Board"), and the Winton Woods Teachers' Association, affiliated with the Southwestern Ohio Education Association, the Ohio Education Association and the National Education Association (hereinafter collectively referred to as the "Association").

**ARTICLE I:  
RECOGNITION**

- 1.01 The Board recognizes the Association as the sole and exclusive bargaining representative for all employees employed by the Board while within the collective bargaining unit as defined in Section 1.02 below.
- 1.02 The term "employee" as used in this Agreement shall mean all full-time and part-time teachers (Pre-K-12) and other licensed non-administrative, non-managerial employees including long term substitutes who have been employed by the District for at least sixty (60) consecutive workdays in the same position, full-time and part-time teachers while they teach summer school in the Board's School District, who are duly certified/licensed to teach in accordance with Ohio law, and who are employed under regular individual employment contracts by the Board; but excluding The Superintendent of Schools, Executive Director of Accountability and Business Affairs, Executive Director of Human Resources, Treasurer, Assistant Treasurer, Assistant to the Treasurer, Directors, Supervisors, Principals, Assistant Principals, Assistants, Interns, Student Resources Coordinator, Athletic Director, Family Support Specialists, all temporary, casual and seasonal employees, student employees, other substitute employees, employees employed by non-public schools in the district, home instructors, psychologists, student teachers, teaching interns, teachers who teach only summer school, adult education teachers and instructors, and hourly paid employees, all employees excepted from the definition of "public employee" in Ohio Revised Code 4117.01 (C) (1) through (14) and all other employees not specifically included in the unit described above.
- 1.03 When the Board creates a new position that requires certification or licensure, and/or a position that could fit the definition of "professional employee" in ORC 4117.01(J), the Board will make a timely notification to the Association, and will provide the Association with the job description for the position. The Association will notify the Executive Director of Human Resources within twenty (20) days of receipt of the job description whether the Association believes the new position is a part of the bargaining unit. The parties shall engage in discussions in an attempt to reach agreement about the status of the new position. If the parties disagree about the bargaining unit status of the new position after such discussions have occurred, either party may file a Petition for Clarification of the Bargaining Unit which shall be filed with the State Employment Relations Board (SERB). The determination by SERB shall be final and binding on the parties.

**ARTICLE II:**  
**CHECK-OFF OF ASSOCIATION MEMBERSHIP DUES**

- 2.01 The Association (WWTA, OEA, NEA, SWOEA) membership dues, initiation fees and assessments will be withheld by the Board from the paychecks of all Association members who have given an authorization to the Board to deduct Association membership dues, initiation fees and assessments from their paychecks and to remit such deductions to the Association or an affiliated organization.
- 2.02 The Association will furnish the Board Treasurer, in writing, with the current amount(s) of membership dues, initiation fees and assessments to be withheld together with a list of the parties to whom these monies should be sent.
- 2.03 An employee's authorization shall continue in effect until such time as the employee elects to revoke the authorization by written notice to the Board Treasurer.
- 2.04 Signed dues authorization forms must be submitted to the Board Treasurer by September 15 of each year for deductions to be made beginning with the last paycheck issued in each of the nine (9) months thereafter. New employees who are hired after September 15 of each year may submit an authorization to the Board Treasurer by the fifteenth (15) day of any month prior to the subsequent June 15, and deductions will begin with the last paycheck in the month the authorization is received and continuing with the last paycheck in each of the months thereafter through the following June.
- 2.05 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of Association membership dues, initiation fees or assessments pursuant to this Article.

**ARTICLE III:**  
**RIGHTS OF THE BOARD AND ASSOCIATION**

**3.01 BOARD MANAGEMENT RECOGNITION**

The Association recognizes that the Board is the legally constituted body responsible for the management, direction and control of all the public schools of the Board and employees and other personnel employed by the Board, and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's School District.

**3.02 BOARD MANAGEMENT RIGHTS**

The Board has the following enumerated rights, except as expressly and specifically modified by the express terms of this Agreement:

- 3.0201 To determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Winton Woods City School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;
- 3.0202 To direct, supervise, evaluate or hire employees;
- 3.0203 To maintain and improve the efficiency and effectiveness of the Winton Woods City School District;
- 3.0204 To determine the overall methods, process, means, or personnel by which the operations of the Winton Woods City School District are to be conducted;
- 3.0205 To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- 3.0206 To determine the adequacy of the work force;
- 3.0207 To determine the overall mission of the Winton Woods City School District;
- 3.0208 To effectively manage the work force; and
- 3.0209 To take actions to carry out the mission of the Winton Woods City School District.

**3.03 ASSOCIATION BUSINESS AND ACTIVITY**

Association personnel and employees will not conduct any Association business or activity during any employee's working time during the normal workday, or during any

employee's working time in excess of the normal workday, as defined in Article X of this Agreement, except by mutual agreement of the Board and Association or their designees, except that if an employee is disciplined during working time, the employee shall have the right to have one (1) Association representative present at the disciplinary meeting during working time.

### 3.04 ASSOCIATION LEAVE OF ABSENCE

3.0401 The Board will grant a leave of absence, with compensation, to six (6) Association delegates or alternates for attendance at the Ohio Education Association convention upon three (3) workdays' advance notice to the Board's Executive Director of Human Resources, but such leave shall not exceed two (2) workdays per employee in any school year. The Board shall pay for the compensation of any substitute personnel hired for the period of the leave of absence under this paragraph. In addition, the Board will grant the Association President or designee an aggregate of three (3) Association leave days with compensation per school year for members and leaders to attend other conferences and/or activities sponsored by the Ohio Education Association or the National Education Association. The Association agrees to provide at least fourteen (14) days notice of the request for such leave and to assume the cost of registration, lodging, meals and travel.

3.0402 The Board will grant a leave of absence, with compensation, to any employee who holds an elected office with the Ohio Education Association and/or National Education Association upon three (3) workday's advance notice to the Board's Executive Director of Human Resources, provided the duration of the leave will not exceed five (5) aggregate workdays during any one (1) school year. The Association shall pay the Board for the compensation of any substitute personnel the Board hires for the period of the leave of absence under this paragraph.

3.0403 The Association President shall be provided sixty (60) minutes (consecutive is recommended but in no event less than fifteen [15] minute intervals), exclusive of contractually provided planning and lunch, each school day for the purpose of conducting Association business. This time is only for the Association President and shall not supersede the provisions of Section 3.03. The scheduling of this time shall occur annually by mutual agreement between the building principal, the Association President, and the Executive Director of Human Resources.

### 3.05 BOARD MEETINGS

3.0501 The Board will notify the Association President or his/her designee of all Board meeting(s) as set at the Board's January organizational meeting prior to the first regularly scheduled Board meeting. However, in the case of each emergency public Board meeting, each change, and/or addition, and/or cancellation, the Board shall make a good faith attempt to notify the

Association President or his/her designee by telephone at designated telephone number(s) forty-eight (48) hours in advance.

- 3.0502 The Board will provide online access to the Association President of all Board agendas at the time agendas are made available to the members of the Board. Any written agenda changes or addenda will be sent to the Association President's home school prior to the Board meeting and an additional copy will be placed in the Association mailbox at the Central Office.

### 3.06 PERSONNEL DIRECTORY

- 3.0601 The Board will provide the Association President with four (4) copies of each building's directory by October 15 of each year.
- 3.0602 Any employee shall have the right to have his/her phone number and/or home address withheld from the directory.
- 3.0603 If the Association requests the names, addresses, phone numbers, and/or school assignments of newly-employed employees, the Board shall supply said information, except if the newly employed employee objects to disclosure of his/her phone number.

### 3.07 COPIES OF PUBLIC INFORMATION

The Board will provide to the Association, upon request, a copy of any and all financial and other documents which by law are matters of public record. The Association shall pay for the cost of multiple copies.

### 3.08 ASSOCIATION USE OF SCHOOL BUILDINGS

The Association shall have the right to use the Board's school buildings for meetings, Monday through Friday, during employee non-working time, at reasonable times and places, not in conflict with other scheduled functions, with the prior approval of the Board or designee, including building principal, provided that use of the school buildings shall not result in any additional custodial, maintenance or repair cost to the Board.

### 3.09 DISSEMINATION OF ASSOCIATION INFORMATION

- 3.0901 The Association may distribute materials to Association members via the school mail, including electronic mail, in accordance with the Board's acceptable use policy. Such e-mail use will not interfere with a member's regular duties.
- 3.0902 Any materials distributed to employees by means of the employee's school mailboxes must identify the name of the organization producing the materials.

- 3.0903 The Board shall provide the Association with bulletin board space in the employee workroom or lounge in each school building for the purpose of posting Association information to members or employees.
- 3.0904 No political announcements will be posted on bulletin boards or e-mail. The word "political" as used in this Agreement refers to public sector candidate or issue endorsements, but does not include Association politics.

**ARTICLE IV:**  
**NO WORK STOPPAGES**

- 4.01 The Association agrees that during the term of this Agreement, neither it nor its officers, agents, representatives or bargaining unit employees will authorize or engage in any work stoppage, strike, or other concerted refusal to perform contractual duties.
- 4.02 If the Board feels that there has been a violation of Section 4.01 above, the Board may notify the State Employment Relations Board to determine whether the action(s) is authorized under Chapter 4117 of the Ohio Revised Code.

**ARTICLE V:  
GRIEVANCE AND ARBITRATION PROCEDURE**

- 5.01 To invoke the grievance and arbitration procedures set forth in this Article, an employee, a group of employees and/or the Association must comply with all the terms and provisions of this Article. A grievance is defined as a dispute an employee or group of employees or the Association may have with the Board or the Board's representatives relating to the interpretation, application or alleged violation of the express terms of this Agreement. A grievance from a group of employees or the Association must have arisen out of the same subject matter similarly affecting each member of said group to constitute a group grievance.
- 5.02 Employees and groups of employees have the right to present grievances and have them adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as the Association has the opportunity to be present at the adjustment, as provided in Section 4117.03(A)(5) of the Ohio Revised Code. An employee who has a grievance or a representative of a group of grievants shall have the right to have another employee of the Board present at the hearing at all steps of the grievance procedure. An employee who has a grievance or a representative of a group of grievants or the Association if it has a grievance shall also have the right to have a non-employee Association representative present at any hearing at any step of the grievance or arbitration procedure. The Board representative at any step of the grievance or arbitration procedure shall have the right to have another Board representative present at any hearing. Additional persons may be asked to be present at any grievance or arbitration hearing.
- 5.03 An earnest effort shall be made to adjust grievances promptly and in the following manner and order, except that a grievance may be filed at the Second Step instead of the First Step, when the subject of the grievance is not within the responsibility or control of the building principal or designee who would hear the grievance in the First Step.

5.0301 First Step:

- A. Should an employee, or group of employees or the Association claim a grievance, the grievance shall be filed within twenty (20) workdays after the event has occurred giving rise to the grievance. The grievance must be submitted in writing on a form as set forth in Appendix A of this Agreement, signed and dated, and presented to the building principal or designee directly involved who has authority in the matter. The grievance shall state:
- (1) The alleged cause of the grievance, including date, time and place;

- (2) The provision or provisions of this Agreement about which there is a dispute relating to its interpretation, application or alleged violation, and
- (3) The specific remedy requested.

B. The building principal or designee directly involved shall hold a hearing with the grievant or a representative of a group of grievants to investigate and discuss the grievance within five (5) workdays after the grievance is presented to the building principal or designee. The building principal or designee shall give a written answer to the grievant or the representative of a group of grievants and to the Association and Superintendent of the Board or designee, within five (5) workdays after the hearing.

5.0302 Second Step:

If the grievance is not settled in the First Step above, the written grievance may be presented by the grievant or representative of a group of grievants to the Superintendent of the Board or designee within five (5) workdays after receipt of the first step answer. Within five (5) workdays after receipt of the written grievance, the Superintendent or designee shall hold a hearing with the grievant or representative of a group of grievants, to investigate and discuss the grievance. Within five (5) workdays after the close of the hearing, the Superintendent or designee shall give the grievant or the representative of a group of grievants, a written answer to the grievance.

5.0303 Third Step:

A. If the grievance is not settled in the Second Step above, the written grievance may be presented by the Association to arbitration by serving a written arbitration notice on the Superintendent or designee within ten (10) workdays after receipt of the Second Step answer. No grievance may be submitted to arbitration without the consent of the Association and the Association shall be the sole and exclusive representative of all grievants in every arbitration proceeding. Within five (5) workdays after receipt of such arbitration notice, a representative of the Board and a representative of the Association shall mutually attempt to select an arbitrator to hear and decide the grievance. If they are unable to agree upon the selection of an arbitrator, either representative shall request the American Arbitration Association (AAA) to submit a panel of arbitrators in accordance with AAA rules. Within five (5) workdays after receipt of such list by the Association and the Board, the parties will attempt to select an arbitrator from the list. If the parties cannot agree upon an arbitrator from the list, either party shall again request AAA to submit a second list of arbitrators in accordance with AAA rules. Within five (5) workdays after receipt

of the second list by the Association and the Board, each party shall return the list to AAA in accordance with AAA rules.

- B. Only written grievances which directly involve the interpretation, application or alleged violation of an express term of this Agreement, may be submitted to arbitration. The arbitrator shall limit him/herself to the precise issue(s) submitted in the written grievance noticed for arbitration and the arbitrator shall have no authority to determine any other issue(s) or matter(s) not so submitted to the arbitrator. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement, or any other written agreements between the Board and Association, and no arbitrator shall have any authority to hear or determine a dispute involving the exercise of a Board right which is within the exclusive authority of the Board as set forth in this Agreement.
- C. All decisions and awards of an arbitrator, if within his/her authority as defined in this Agreement, shall be final and binding on the Association, the Board and all the employees covered by this Agreement.
- D. Each party to the arbitration shall pay the costs and expenses incurred by it in connection with the arbitration, except that seventy-five percent (75%) of the costs and expenses of the arbitrator and the cost of a hearing room shall be paid by the losing party and twenty-five percent (25%) of said costs and expenses shall be paid by the prevailing party. Either party may have a court reporter at any arbitration hearing. The parties shall share the court reporter cost if they mutually agree to have a court reporter present. If the parties do not so agree, the party desiring the reporter shall pay the full cost; provided, however, that if the other party wishes to purchase a copy of the court reporter's record or review the record, that party will then be obligated to pay one-half (1/2) of the cost of the court reporter.
- E. The arbitrator shall issue a written opinion and award within thirty (30) calendar days after the close of the hearing except if the arbitrator is unable to meet said time limitations due to circumstances beyond the control of the arbitrator. A copy of the arbitrator's opinion and award shall be sent to each party to the arbitration.

5.04 Any grievance which has not been presented in the grievance and arbitration procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to

further discussion or appeal under the grievance and arbitration procedure of this Agreement.

- 5.05 No employee covered by this Agreement may invoke any other remedy or legal proceeding in any Court of law against the Board, without first having exhausted all the remedies and steps available to him or her, as set forth in this Article. This provision shall apply only in regard to any matter which is grievable under this Article.
- 5.06 Either party may request the presence of an employee as a necessary witness during the course of any grievance hearing or subpoena the presence of any employee or other person during any arbitration hearing in accordance with applicable law, provided, however, that the Board shall not be required to provide substitutes for more than three (3) employee witnesses at any one (1) hearing if the hearing is scheduled during *working time as defined in this Agreement*.
- 5.07 All steps and time limits specified in this Article are mandatory and the steps may be waived and the time limits extended or reduced only by written mutual agreement of the Association and the Board's Superintendent or designee.
- 5.08 No grievance may be written, presented, investigated, processed or discussed during employee student contact time or during any time the normal workday is lengthened under Section 10.02 of this Agreement, unless otherwise mutually agreed by the grievant, representative of a group of grievants or the Association on behalf of the grievant or group of grievants and the Board's Superintendent or designee.
- 5.09 An arbitrator may not hear and determine more than one (1) grievance unless the presentation of more than one (1) grievance to the arbitrator is mutually agreed to by the Board and the Association.
- 5.10 If no answer to a grievance is given within the time limits of this Article, the grievance will be deemed to be denied and may proceed to the next step of the grievance or arbitration procedure as provided for in this Article.
- 5.11 No reprisal shall be taken against any employee initiating, participating in, and/or abiding by the grievance procedure. No record, document, or communication concerning a grievance shall be placed in the personnel file of any employee involved in the grievance procedure.
- 5.12 For purposes of this Article only, except for the summer recess, a workday is one of the adopted bargaining unit member school calendar days. During the summer recess, workdays shall be defined as Monday through Friday excluding holidays, with the exception of the month of July, in which there will be no workdays as defined in this Article.

**ARTICLE VI:  
COMMITTEES**

**6.01 JOINT TECHNOLOGY ADVISORY COMMITTEE**

- 6.0101 A joint technology advisory committee will be created to collect and study data and recommend actions to assure stakeholders that current technology is being used to its full potential.
- 6.0102 The committee will consist of four (4) employees selected by the Association: two (2) elementary staff members (employees in buildings serving students in any configuration of grades Pre-K through 6), one (1) middle school staff member, and one (1) high school staff member; and four (4) administrators selected by the Superintendent: one (1) elementary Principal, one (1) middle school or high school Principal, one (1) representative from the Department of Teaching and Learning, and the Director of Technology. The Director of Technology will chair the committee.
- 6.0103 The committee will meet a minimum of once a quarter during the school year. A calendar of meeting dates will be established at the first meeting each school year.
- 6.0104 The Director of Technology will post the advisory committee meeting minutes on the Technology Advisory Committee WIKI within one (1) week after each meeting.
- 6.0105 Members of the joint technology advisory committee, the WWTA President, and the Executive Director of Human Resources will have an opportunity to respond to the minutes within thirty (30) days of receipt of the minutes. Any such response will be directed to the Director of Technology.

**6.02 BOARD-ASSOCIATION COMMITTEE**

- 6.0201 Regular meetings between the Board and the Association shall be scheduled and convened to discuss matters of mutual concern. Specific grievances shall not be discussed, nor shall the meetings be considered bargaining sessions. Meetings shall be scheduled on a mutually convenient date, but will be conducted not less than quarterly. Committee meetings are not intended to replace informal communications between the Board and the Association and/or their representatives.
- 6.0202 A committee consisting of four (4) representatives shall constitute the Board Committee. A committee consisting of four (4) representatives shall constitute the Association Committee.

- 6.0203 Each party may submit agenda items to the Superintendent's office at least ten (10) calendar days before a scheduled committee meeting. Preparation of an agenda shall be through the Superintendent's office and shall be submitted to the committee members not less than seven (7) calendar days prior to the meeting. Credit flexibility will be added to the agenda for committee meetings to discuss implementation and the ramifications of the credit flexibility plan for the District. The Board will provide the Association President the update seven (7) calendar days prior to the meeting. The Association reserves the right to bargain the effects on the terms and conditions of employment for members affected by credit flexibility in accordance with 4117 ORC.
- 6.0204 Discussions at the Board-Association Committee meetings will not be considered collective bargaining.

### 6.03 BUILDING ADVISORY COMMITTEES

- 6.0301 As soon as possible in each school year, Association members will elect a building advisory committee for each school building which will meet with the building administrators once every two (2) months or as needed by mutual consent of the parties during the regular school year to review and discuss building needs and concerns. The building advisory committee will consist of three (3) members in each elementary grade level building, four (4) members at the Middle School and four (4) members at the High School. Building advisory committees may invite resource persons as needed to address specialized issues.
- 6.0302 Association members elected to the building advisory committees may request that evaluations conducted during their year(s) of service on the committee be performed by other qualified administrative personnel not assigned to their building or area. Such requests shall be honored.
- 6.0303 The building advisory committees are intended to be advisory only and are intended to assist the administrators and the school staff, through the process of open discussion, to address needs and concerns. The committees shall assume the responsibility for being knowledgeable about matters which relate to their function. The building advisory committees shall not deal with issues that either Association members or administrators believe are grievance matters, nor shall the committees have the authority to alter the Collective Bargaining Agreement. Committee meetings are not intended to replace informal communication between employees or Association representatives and their building administrators. WWTA may, after investigation and review of a particular matter, present summarized information for discussion without identifying the individuals(s) who brought the issue forward. In the event the administrator finds that he or she cannot effectively address the concern(s) without additional information, including the source of the concerns(s), WWTA will provide such information upon request or

withdraw the issue. WWTA may thereafter submit the matter to the Superintendent for review and consideration.

- 6.0304 The WWTA shall conduct orientation sessions for newly elected building advisory committee members prior to the first scheduled meeting each school year.
- 6.0305 Each building advisory committee shall select a chairperson at its first meeting each year who shall set the dates for the bi-monthly meetings in consultation with the administrator, and conduct the meetings. The chairperson shall also be responsible for either performing or delegating the following tasks:
- A. Provide employees with the advisory committee form (Appendix R)
  - B. Notify employees of the meeting dates
  - C. Supervise the screening of issues to determine if they are appropriate
  - D. Prepare the agenda
  - E. Provide the administrator a copy of the agenda at least three (3) days prior to the meeting
  - F. Inform all employees in the building and the Association President of matters discussed at the meetings
- 6.0306 Each employee shall have the right to have matters placed on the advisory committee agenda and all affected employees shall be informed of matters discussed at the advisory committee meetings in their building by WWTA.
- 6.0307 Employee concerns which are not resolved by the building advisory committees, and continue to be of concern may be submitted to the Board-Association Committee described in Section 6.02 above. Such concerns should be submitted to the Association President or designee for placement on the agenda.

#### 6.04 EMPLOYEE SERVICE ON BOARD COMMITTEES

- 6.0401 No employee shall be required to serve on any Board committee and all such committee service shall be voluntary. All work on curriculum and textbook committees shall be paid at the hourly rate for summer school set forth in Section 12.05 of this Agreement.
- 6.0402 The Association shall have the right to appoint an employee representative to any committee formed to investigate, organize and/or implement the relocation or closing of an entire building.

## 6.05 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- 6.0501 The parties agree that the Winton Woods Teachers' Association shall be involved as a full partner in any and all activities related to the implementation and operation of the Local Professional Development Committee (LPDC). Any oversight of the LPDC shall be organized jointly by the District and the Association, and there shall be a majority of teachers appointed by the Association at all levels.
- 6.0502 There shall be one LPDC for Winton Woods City Schools, which shall have district wide scope. The responsibilities of the LPDC shall be as set forth in Section 3319.22 (C) (1), ORC, and as may be set forth in any rules or regulations promulgated by the Ohio Department of Education. The committee shall have up to eight (8) members; up to six (6) teacher members selected by the Association, and up to two (2) administrative members selected by the Superintendent. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.
- 6.0503 The term of office for committee members shall be three (3) years, and no more than one (1) teacher member and one (1) administrative member may be replaced each year, unless member resignation(s) makes additional replacements necessary. The LPDC shall always retain a majority of teacher members.
- 6.0504 Any teacher vacancies will be filled by selection of the Association, and any administrative vacancies will be filled by the Superintendent.
- 6.0505 Meetings will be held at an advertised location at advertised times and dates no less than one (1) time per quarter, at the convenience of the committee. Meetings of the LPDC will be advertised in accordance with law. Notices will be posted to advertise meetings. LPDC members may convene additional meetings as needed.
- 6.0506 The LPDC shall develop its standards, by-laws, operating procedures, appeals process for any member whose individual professional development plan or whose execution of that plan is not approved by the LPDC in concert with guidelines issued by the Ohio Department of Education.
- 6.0507 The LPDC standards, by-laws, operating procedures, forms, etc., shall be submitted to the Board and the Association for comment prior to adoption.
- 6.0508 For any work outside the contractual workday, the rate of pay for teacher members shall be the rate of pay set forth in Section 12.0501 of the Collective Bargaining Agreement.

- 6.0509 A member who appeals an LPDC decision shall have the right, upon request, to an Association representative at any step of the appeal procedure.

#### 6.06 DIFFERENTIATED COMPENSATION COMMITTEE

A joint committee will be created with a minimum of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent to investigate differentiated compensation and to present findings to the bargaining teams by April 15, 2011. The joint committee may invite resource persons as needed. The joint committee will have as members at least one member from each bargaining team. The joint committee will consider the interests expressed by the bargaining team in its review process.

#### 6.07 MASTER/LEAD TEACHER PROGRAM

##### 6.0701 Master/Lead Teacher Committee

- A. The Board will implement a program to identify Master/Lead Teachers, in accordance with the guidelines promulgated by the Educator Standards Board and the Ohio Department of Education.
- B. There will be a Master/Lead Teacher Committee consisting of five (5) appointees with three (3) members appointed by the Association and two (2) administrators selected by the Superintendent. The Association shall choose and appoint the teacher members of the committee. Those teachers selected to be committee members will have achieved National Board Certification and/or have attained the designation of Master/Lead Teacher through the committee's process wherever possible. The Superintendent or designee will choose and appoint the remaining committee members. Committee members shall serve a two year term.
- C. The Master/Lead Teacher Committee will meet as necessary to develop its standards, operating procedures, by-laws, forms, etc., inform the members of its functions, review applications and complete all necessary paperwork to be in compliance with State of Ohio guidelines. Meetings will be scheduled at the convenience of the committee. The Committee shall determine its own appeals procedure. Such procedure and its results are not subject to the grievance and arbitration procedures outlined in this agreement.
- D. The Master/Lead Teacher Committee will submit its standards, by-laws, operating procedures, forms, etc. to the Board and to the Association for comment prior to adoption.

- E. The rate of pay for Association members of the Master/Lead Teacher Committee for work outside the regular contract day shall be the contractual hourly rate of pay for bargaining unit members in accordance with Article XII, Section 12.0501.

6.0702 Master/Lead Teacher Applicants

- A. The application process to be designated a Master/Lead Teacher will be strictly voluntary. An applicant who has completed a credible application but is not successful and is not designated a Master/Lead Teacher will not suffer any negative consequence in his or her appraisal or any other employment related matter.
- B. In accordance with the guidelines of the State of Ohio, in order to qualify to submit an application to be a Master/Lead Teacher, the employee must:
  - 1. hold a valid professional license or certificate
  - 2. have taught a minimum of seven (7) years
  - 3. work a minimum of one hundred twenty (120) contract days during the school year
  - 4. work under a teaching contract/employed as a teacher
- C. An applicant who is successful and is designated a Master/Lead Teacher will receive a one time stipend of \$750.00 the year of the initial designation and an additional stipend of \$750.00 upon each five (5) year renewal.
- D. The application process for Master/Lead Teacher can be used as the employee's developmental project during that phase of the appraisal process. Completion of a credible application will constitute a successful developmental project whether or not the applicant is successful in being designated a Master/Lead Teacher.

**ARTICLE VII:**  
**INDIVIDUAL EMPLOYEE EMPLOYMENT CONTRACTS**

**7.01 GENERAL**

- 7.0101 All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample. The criminal record check will be conducted in the manner prescribed by law.
- 7.0102 The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis. If the results of the criminal record check demonstrate that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed.
- 7.0103 All individual employee employment contracts between the Board and its employees shall be in writing and signed by the employee, the Board's Treasurer and the Board's President and shall be subject to and subordinate to all the terms and conditions of this Agreement which shall take precedence over and control any and all individual employee employment contracts and any prior policies or practices of the Board.

**7.02 INDIVIDUAL EMPLOYEE LIMITED CONTRACTS**

- 7.0201 Employees holding provisional certificates/licenses, or one of a higher grade that meets the required teaching standards, shall be awarded individual employment contracts in accordance with the following sequence:
- A. First year of continuous employment – one (1) year contract;
  - B. Second year of continuous employment – one (1) year contract;
  - C. Third year of continuous employment – one (1) year contract;
  - D. Fourth year of continuous employment – five (5) year contract.
- 7.0202 Thereafter, unless the individual employee limited contract is terminated for just cause or for reasons set forth in this Agreement or in any provisions of the Ohio Revised Code, or is nonrenewed in accordance with Section 7.07 of this Agreement, he/she shall be awarded successive renewals of five (5) year contracts. Disputes concerning nonrenewal of an individual employee limited contract based on the substance of the employee job performance evaluation, Article VII of this Agreement, shall not be subject to the grievance and arbitration procedure of this Agreement. Procedural violations of Section 7.07 and Article VII of this

Agreement shall be subject to the grievance and arbitration procedures of this Agreement.

7.0203 Employees hired after January 1, 2011 will be subject to the following provisions, instead of those found in Section 7.0201:

Employees holding a resident educator license or one of a higher grade that meets the required teaching standards, shall be awarded individual employment contracts in accordance with the following sequence:

- A. First year of continuous employment – one (1) year contract;
- B. Second year of continuous employment – one (1) year contract;
- C. Third year of continuous employment – one (1) year contract;
- D. Fourth year of continuous employment – one (1) year contract.
- E. Fifth year of continuous employment – five (5) year contract.

### 7.03 INDIVIDUAL EMPLOYEE CONTINUING CONTRACTS

7.0301 All individual employee continuing contracts will continue in effect until the employee resigns, elects to retire, or until the continuing contract is terminated or suspended for just cause or for reasons set forth in this Agreement or in any provision of the Ohio Revised Code.

7.0302 The requirements for an individual continuing contract shall be in accordance with Ohio law. An employee who has met all qualifications and/or requirements for a continuing contract shall provide a written request for continuing contract status (Appendix Q) to his or her immediate supervisor, with a copy to the Executive Director of Human Resources, on or before September 15 of the school year during which the request for continuing contract status is to be considered. *Documentation that all requirements have been met must be on file with the Executive Director of Human Resources by April 1 of the same school year.* Employees who have complied with the above requirements will be considered by the Board for a continuing contract during the term of a limited contract, and if the continuing contract is not granted at the Board's sole discretion, the terms of the limited contract will continue without interruption, as if there had been no request for a continuing contract. Disputes concerning the Board's decision not to issue an individual continuing contract shall be subject to the provisions of the Ohio Revised Code, but shall not be subject to the grievance and arbitration procedure of this Agreement.

#### 7.04 INDIVIDUAL EMPLOYEE SUPPLEMENTAL LIMITED CONTRACTS

Employees who agree to perform a supplemental duty which may or may not be in addition to the employee's normal or regular duties, shall be issued an individual employee supplemental limited contract that shall be limited to a specified length of time unless earlier suspended or terminated for just cause or for reasons set forth in this Agreement or in any provision of the Ohio Revised Code. Disputes concerning the suspension pending termination or termination of an individual employee supplemental limited contract shall be subject to the provisions of the Ohio Revised Code but shall not be subject to the grievance and arbitration procedure of this Agreement. All supplemental contracts expire annually without notice of nonrenewal.

#### 7.05 SUSPENSION/TERMINATION OF INDIVIDUAL EMPLOYEE CONTRACTS

Termination of individual employee contracts and suspension pending Board action to terminate individual employee contracts shall be in accordance with the procedures set forth in the Ohio Revised Code.

#### 7.06 EMPLOYEE DISCIPLINE

7.0601 Discipline and suspension for disciplinary reasons other than pending termination of an individual employee contract shall be for just cause or for reasons set forth in this Agreement or in any provision of the Ohio Revised Code, and such action(s) shall be subject to the grievance and arbitration procedure of this Agreement.

A. The Board's right to suspend, discipline, demote or discharge an employee for just cause, consistent with the provisions of Article III, will generally involve application of progressive disciplinary action: oral reprimand, written reprimand, unpaid suspension of 1-3 days, unpaid suspension of more than 3 days, and termination.

B. A supervisor's note memorializing any oral reprimand and/or any written reprimand will be placed in the employee's personnel file with a copy of same provided to the employee. All such memoranda shall clearly identify the writing as either an "oral reprimand" or a "written reprimand."

C. The principles of progressive discipline will not be applicable to an employee's gross and/or criminal misconduct.

7.0602 An employee shall be entitled to Association representation at any disciplinary conference.

7.0603 The Board will notify the affected employee of any report made pursuant to the requirements of R.C. 3319.313.

### 7.07 NONRENEWAL OF INDIVIDUAL EMPLOYEE LIMITED CONTRACTS

Except for those individuals employed as long-term substitute teachers who are placed on a regular limited contract after October 1, nonrenewal of individual employee limited contracts shall be based only on performance deficiencies as documented in the employee job performance evaluation, Article VIII, of this Agreement. The employee shall be given the opportunity to correct any documented teaching deficiencies. The Superintendent shall inform the Board and the employee involved of the reasons for nonrenewal no later than April 30.

In the case of an individual employed as a long-term substitute teacher who is placed on a regular limited contract he/she may be nonrenewed without performance evaluations and/or documented performance deficiencies. However, the written notice of nonrenewal shall be given to the long-term substitute teacher on or before April 30. This provision is intended to supersede ORC 3319.11 and 3319.111 and any contrary provisions in this Agreement.

### 7.08 "HIGHLY QUALIFIED" REQUIREMENTS

- A. If a teacher is assigned to a position for which he/she is not Highly Qualified under federal and state law, a conference will be held between the teacher and the Superintendent or designee at the time of the assignment to discuss Highly Qualified status and mutually agree on a plan to enable the teacher to become Highly Qualified in his/her new assignment.
- B. If a member chooses to become Highly Qualified by passing a Praxis II test, the Board will reimburse the member for the cost of the Praxis II test, upon passage, so long as the member meets the Highly Qualified requirements as a result of passing the test.

**ARTICLE VIII:  
JOB PERFORMANCE**

**8.01 EMPLOYEE JOB PERFORMANCE EVALUATION**

8.0101 The terms "appraisal" and "evaluation" are synonymous for purposes of this section.

8.0102 This Employee Job Performance Evaluation is intended to replace and supersede the procedural evaluation provisions of Ohio Revised Code 3319.111. A uniform system, *The Danielson Framework for Teaching 2<sup>nd</sup> Edition* shall be used for evaluating members. The rubrics used for teaching and non-teaching staff shall correspond to the Danielson rubrics for such staff. Three (3) members designated by the Association President will meet with administrative representatives of the Board's choice to review and revise the Staff Evaluation and Development Program manual and agree upon forms to be used in the new evaluation process. General provisions of the evaluation procedure shall include the following:

A. Orientation of staff shall be:

- (1) Between the start of school and October 1 of the evaluation year District administration shall hold an orientation meeting which is mandatory for each employee up for evaluation that year, and voluntary for all other employees. At this orientation meeting each employee will be oriented to procedures, process, criteria, instruments and the evaluation timetable.
- (2) The orientation meeting will be offered after school outside of the teacher work day without pay. However, employees will not be required to attend such meeting more than once.
- (3) All new employees and the Association President will receive copies of any board adopted materials which become the basis for the evaluation.
- (4) At the orientation meeting, employees will receive copies of forms to be used.

B. An employee who is asked to attend a formal classroom observation conference or first or second job performance appraisal conference, shall have the right to have a representative of his/her own choosing present at the conference. Employees must be given advance written notification of at least one (1) workday by the supervisor conducting the conference.

C. All formal classroom observations of employees by the Board's appraiser for the purpose of job performance appraisals shall be conducted with the full knowledge of the employee. However, one

formal observation may be unannounced and without notice. The balance of formal observations will be announced.

- D. A minimum of four (4) formal classroom observations by the Board's appraiser(s) for an employee's job performance appraisal shall be conducted in an employee's first year of employment in the district, in any year in which the employee will be considered for a continuing contract, and in any year in which the employee is nonrenewed or terminated for performance reasons. The first formal classroom observation shall be conducted by October 31, the second formal classroom observation shall be conducted by December 15, the third formal classroom observation shall be conducted by February 15, and the fourth formal classroom observation shall be conducted by March 31, unless extraordinary conditions require a reasonable extension of these time limits.
- E. Unless the employee and the Board agree otherwise, a minimum of two (2) formal classroom observations by the Board's appraiser(s) for an employee's job performance appraisal shall be conducted for employees who are not in their first year of employment in the district, who are not being considered for continuing contract or who are not subject to nonrenewal or termination for performance deficiencies. For these employees, the first classroom observation shall be conducted by December 15 and the second formal classroom observation shall be conducted by March 31, unless extraordinary conditions require a reasonable extension of these time limits.
- F. Formal classroom observations in the employee's job performance appraisal year may be conducted by any other Board employed administrator certified to conduct appraisals of teaching employees. For the observations identified in paragraph D of this section, the appraisee's Building Principal will conduct at least ½ of the observations.
- G. Employees may request additional formal classroom observations in excess of the minimum set forth in paragraph (C) and (D) above during an employee's appraisal year or at any other time.
- H. A meeting prior to each announced formal classroom observation will be held twenty-four (24) hours prior to the observation so the employee and the Board's appraiser may discuss such items as the time and date of the observation, instructional goals and strategies, and progress toward meeting job performance goals.
- I. All formal classroom observations of employees by Board appraisers shall be for no less than thirty (30) consecutive minutes.

- J. An employee and the Board's appraiser shall meet to discuss the results of the formal classroom observation within seven (7) workdays after the formal classroom observation has been completed, unless extraordinary conditions require a reasonable extension of these time limits.
- K. Written records of all formal classroom observations shall be provided by the Board's appraiser to the employee and a copy will be placed in the employee's personnel file. The employee will be given completed copies of the formal classroom observation report within seven (7) workdays after the formal classroom observation, unless extraordinary conditions require a reasonable extension of these time limits.
- L. The first job performance appraisal conference must be held prior to December 31 of the appraisal year and the second job performance appraisal conference must be held prior to March 31 of the appraisal year, unless extraordinary conditions require a reasonable extension of these time limits.
- M. Each employee is expected to meet District standards of performance in the major categories of planning and preparation, classroom environment, instruction, and professional responsibility, which will be illustrated in the rubric/interpretative guide. In some instances, it may be judged by the Board that the employee, although not rendering fully satisfactory performance, has evidenced sufficient initiative, cooperation and growth to merit the opportunity of a "second chance." This alternative is especially in order if the employee has been in an assignment which may not have presented a reasonable opportunity for success. If it is determined that District standards in a major category are not met by an employee, documentation based upon performance in the current school year is required. Diagnosis and prescription for remediation must accompany the documentation, all of which shall be recorded on the official personnel file copy of the appraisal conference record and the performance improvement plan.
- N. Informal observations may be a part of the formal appraisal conference record only if a written summary of the informal observation is provided to the employee by the Board's appraiser and the employee is provided the option of a post-observation conference. The employee will be provided this summary within seven (7) workdays after the informal observation unless extraordinary conditions require a reasonable extension of these time lines.
- O. An employee may include or attach additional written statements within three (3) months to the appraisal conference record or any

other job performance appraisal record and the Board's appraiser may be asked to sign such statements to acknowledge examination and receipt of same.

- P. An employee may include or attach additional written statements to the appraisal conference record or any other job performance appraisal record within three (3) months of the issuance of the document to which it is being attached, and the Board's appraiser may be asked to sign such statements to acknowledge examination and receipt of same.
- Q. The employee and the Board's appraiser shall sign the official file copy of the appraisal conference record at the time of the conference to indicate they have both examined and discussed the contents of the record.
- R. A copy of the official file copy of each appraisal conference record shall be provided to each employee. The original copy shall be kept in the employee's personnel file and be made available for examination by the employee upon prior request.
- S. Standardized student test scores and achievement test scores may not be used as an appraisal criterion for any employee. Value added data trends or student grades may be used as an appraisal criteria only with other supporting evidence of unsatisfactory job performance.
- T. An employee with an individual employee limited employment contract shall be appraised in accordance with this Agreement during the final school year of his/her individual employee limited employment contract. If an employee who is in the final year of an individual limited contract is unavailable for observation, evaluation and/or conferences due to the employee's extended and/or repeated absences such that the Board is unable to meet observations, evaluation or conference timelines, the Board may issue said employee a one-year limited contract of employment without additional notice and such contract will not be considered an extended limited contract under Section 3319.11 of the Ohio Revised Code.

8.0103

Procedural violations of this Article are subject to the grievance and arbitration procedure of this Agreement. All employee job performance appraisals and the results thereof shall not be considered disciplinary actions and shall not be subject to the grievance or arbitration procedure of this Agreement. However, the Board and the Association agree that if the Association grieves a disciplinary action, a related notation or rating on the employee's performance appraisal may be grieved as a part of the

same grievance, or on a separate grievance, if the disciplinary grievance is successful.

- 8.0104 The Board will not change the District's Staff Appraisal and Professional Development Program, including standards of performance, during any school year. If the Board decides to change the District's "Staff Appraisal and Professional Development Program," including standards of performance, for a coming year, employees and the Association President will be notified in writing of the changes prior to the start of that school year.

## 8.02 MENTOR TEACHER PROGRAM

### 8.0201 Purpose

Mentor Teacher Program is a program of support provided by the Winton Woods City School District to meet the unique needs of an individual in the first year of employment under a teaching or educational personnel license.

### 8.0202 Definitions

- A. Mentor Teacher: a person assigned to provide professional support to an individual in the first year of employment under a classroom teaching license or an educational personnel license.
- B. Resident Educator: a teacher entering the teaching profession for the first time holding a resident educator license or a two year provisional license.

### 8.0203 Selection Criteria for Mentor Teachers

- A. All mentors must successfully complete mandatory mentor training as required by the Ohio Department of Education.
- B. The mentor teacher must have a minimum of three (3) years of teaching experience in the district.
- C. The mentor teacher must have demonstrated good to excellent teaching performance on evaluations conducted by the Winton Woods City Schools.
- D. The mentor teacher must hold a valid teaching or educational personnel certificate/license. The Superintendent's designee will match mentor and resident educator. He/She will endeavor to assign a mentor who is currently teaching in the same area of certification/licensure or who has past experience in that area. It is most beneficial when the mentor and the resident educator are

assigned to the same building. Other factors to be taken into consideration are:

- (1) grade level/subject area
- (2) experience
- (3) gender
- (4) interpersonal skills

8.0204 Selection Process

Mentor assignment shall not be made until staffing requirements have been met and new teachers identified by building assignment.

8.0205 Program Design

- A. The mentor teacher will conference with the new staff member before or after school at least one (1) hour per week on a flexible schedule.
- B. A substitute teacher will be provided to release the mentor from teaching duties for the equivalent of two (2) one-half (1/2) day periods per month, September through May, to observe and conference with the new teacher during the school day.
- C. Mentors shall not serve as evaluators of teaching performance, but as counselors and advisors.
- D. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded as confidential. Any violation of this tenet by a mentor teacher shall constitute grounds for immediate removal from their role as a mentor teacher. This does not preclude the completion of forms by the mentor for the Superintendent's designee. Forms shall include such data as meeting times, length of session, topics, and suggestions for entry-year program improvement.
- E. The Resident Educator Program shall be consistent with state requirements.

8.0206 Assignment/Compensation

- A. Mentor teachers shall be assigned from the teaching staff at each school where a resident educator is assigned, whenever possible.
- B. A mentor teacher shall be assigned one (1) entry-year teacher.

- C. Mentor teachers shall be compensated at the following annual rates based upon experience and mentor training under a supplemental contract if assigned.
- (1) First year mentors in Winton Woods City Schools shall be compensated at an annual rate of \$1000.00.
  - (2) Mentors with one school year of mentoring experience in Winton Woods City Schools shall be compensated at the annual rate of \$1250.00.
  - (3) Mentors with five (5) years of mentoring experience in Winton Woods City Schools shall be compensated at the annual rate of \$1400.00.

8.0207 Mentor Orientation

Prior to working with Resident Educators, mentors shall be provided an orientation to their responsibilities by the Superintendent's designee. Mandatory training will be held where training in knowledge and skills necessary to perform mentoring will be offered at the state level. Provision will also be made for required follow-up reporting of mentor activities. The mentor teacher shall keep a log of all classroom visits and consultations, submitting the same to the Superintendent's designee upon request and at the conclusion of the school year, as justification for compensation.

8.0208 Program Review/Revisions

- A. A committee representing mentor teachers, resident educators, the Superintendent's designee and the Association shall be formed prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent.
- B. Upon adoption by the State of Ohio of guidelines for the new four year residency program, the parties agree to meet and negotiate pursuant to Article XVIII, Section 18.0601, such changes in this mentor provision as are necessary to meet the requirements of the four year residency program.

8.03 The Board and the Association understand that one or more pilot programs may be instituted during the term of this contract to provide peer mentors to teachers who have been placed on performance review. If such a pilot program is to be instituted, the Board and the Association will negotiate the wages, hours, terms and conditions of employment for participants in the program.

**ARTICLE IX:  
REDUCTION IN FORCE**

- 9.01 If it becomes necessary for the Board to reduce the number of employees due to declining enrollment, discontinuance or reduction of a program or teaching area, return to duty of employee(s) on leave, consolidation of the school district with one or more other districts, or financial reasons, the procedures set forth in this Article shall govern the reduction in force. The Board, in its sole and exclusive discretion, shall determine in which types of employee certifications/licenses the reduction in force shall occur and the number of employees to be reduced in each type of certification/licensure. The terms "certification/licensure" as applied to elementary staff (Pre-K – 6) means that all elementary classroom teachers will be placed on a single seniority list regardless of the type of elementary certification/licensure held. There will be no reduction in force for any reason, other than the return to duty of employee(s) on leave, until the issue has been publicly presented and discussed at a regular meeting of the Board, thereby providing the opportunity for input by the Association, and no formal action by the Board will take place until the following regular monthly Board meeting.
- 9.02 When there is a reduction in force, every effort will be made to reduce the number of active employees within the certification/licensure types to be reduced through attrition as the result of the resignations and retirements. If further reductions in the number of active employees within certification/licensure types are required, the Board on the Superintendent's recommendation, will suspend without pay the individual employee limited contracts of those limited contract employees then actively working within the certification/licensure types to be reduced. Seniority, as defined in this Article, shall govern the reduction in force among the actively working employees within the certification/licensure type. If further reductions in force are necessary after all individual employee limited contract employees actively working within a certification/licensure type have been suspended without pay, the Board, on the recommendation of the Superintendent, will suspend without pay the individual employee continuing contracts of those continuing contract employees then actively working within the certification/licensure types to be reduced. Seniority, as defined in this Article, shall govern the reduction in force among the actively working employees within the certification/licensure type. Employees on paid or unpaid leave of absence at the time of a reduction in force, who would have been suspended without pay had they been actively working shall be considered suspended without pay and not on a paid or unpaid leave of absence.
- 9.0201 Seniority is defined as the length of continuous full-time service of each employee from the date of most recent hire by the Board while under teacher certification/licensure and individual employment contract within the Winton Woods City School District. Casual substitute teaching shall not be considered continuous full-time service.
- 9.0202 For the purposes of this Contract, full-time employment will be defined as employment under individual employment contract for one hundred twenty (120) to one hundred eighty-five (185) workdays. Part-time employment

will be defined as employment under individual employment contract for less than one hundred twenty (120) workdays. Those full-time employees employed for less than four hundred forty (440) minutes per workday will accrue seniority on a prorated basis.

- 9.0203 Except as otherwise specified in this Agreement, periods of time while an employee is on an approved unpaid leave of absence shall not count toward continuous full-time service, however, such leaves of absence will not be considered a termination of employment. With respect to STRS, any period of leave counted as FMLA leave will be treated as continued service (i.e., no break in service) for purposes of vesting and eligibility to participate.
- 9.0204 Persons who are certificated/licensed and who are employed by the Board outside the bargaining unit shall have seniority from their most recent date of hire by the Board for purposes of this Article IX in the event they are transferred by the Board to the bargaining unit and shall be listed on the appropriate certification/licensure seniority lists for purposes of this Article IX and shall have all rights provided to employees by this Article IX.
- 9.0205 Employees who retire, resign or otherwise terminate employment with the Board and who are then re-employed by the Board shall begin accumulating seniority from their most recent date of hire.
- 9.0206 In the case of identical seniority, the effective date of employment with the Board as indicated by the official Board hiring date will be used to resolve ties, except when documentation is available to indicate an employment commitment was made and a person was not recommended for hire at the next Board meeting due to scheduling or clerical problems. If official Board hiring dates are identical, the date and time of the employee signature on the employment commitment form will be used to determine seniority. Should all of the foregoing dates be identical, the employee with the most years of total service in education in the Winton Woods City School District shall be the employee with the most seniority. Should seniority dates still be identical, total service in education inside and outside the Winton Woods City School District shall be used to determine seniority. Substitute teaching and tutoring will not be considered as service in education inside or outside the Winton Woods City School District for seniority purposes.
- 9.0207 The Board shall compile a seniority list of employees for each certification/licensure type within a reasonable period of time for processing certification/licensure data after the data is received from each employee by October 15 of each school year. The names of employees who are certified/licensed for several certification/licensure types will appear on each such seniority list. Each list will show whether or not the employee is actively working in the certification/licensure type for that school year. It is each employee's individual responsibility to notify the

Board by October 15 of each school year of the types of certifications/licenses held and any changes in certification/licensure which the employee wants reflected on the current year's seniority lists. The Board must receive a copy of each certificate/license or endorsement within the time limits set forth herein and employees must complete any requested forms within the time limits set forth herein in order to be listed on the seniority list for a certification/licensure type. Any new certifications submitted after October 15 of any school year will place the person at the bottom of the certification/licensure type list for the remainder of that school year. In subsequent school years the employee will be placed on the certification/licensure type seniority list in order of seniority as determined above.

- 9.03 Employees who are to be suspended without pay under this Article will be notified of the suspension by certified mail or hand delivery as soon as possible.
- 9.04 An employee notified of the suspension of his/her contract without pay under this Article while actively working within a particular certification/licensure type, may displace another employee actively working in another certification/licensure type, on the basis of seniority as defined in this Article, provided the displacing employee is properly certified/licensed to replace the displaced employee and the displacing employee's name appears on the previously established seniority list for the displaced employee's certification/licensure type.
- 9.05 When an employee is notified that his or her contract is to be suspended for Reduction in Force, any displacement rights that employee has must be exercised as follows:
- A. The displacing employee has 10 (ten) work days after receipt of notice of contract suspension to make the election of displacement by notifying the Director of Human Resources in writing.
  - B. The Director of Human Resources will give the employee identified for displacement written notice of displacement by certified mail or personal service and a copy to the WWTA President.
  - C. A displaced employee has 10 (ten) work days after notice of displacement to make the election of displacement by notifying the Director of Human Resources in writing.
- 9.06 A recall list of suspended employees will be maintained by seniority according to certification/licensure types on file in the Board's office. When there is a vacant position or new job opening to be filled, as determined by the Board within its sole and exclusive discretion, suspended employees who are certified/licensed to perform the work in that position will be recalled on the basis of seniority as defined in this Article. Recall rights will be only to those types of certifications/licenses for which the suspended employee is duly certified/licensed as shown by the seniority lists established under the procedures set forth in this Article. Notification of recall will be given by certified mail to the employee at the last address furnished to the Board or in person by hand delivery,

except in those cases of emergency when a telephone call will be necessary, for example, in late August, after the opening of school, or in the event of an unexpected sudden vacancy.

- 9.07 A suspended employee who fails to respond to a written recall notice within ten (10) workdays after sending the notice of recall or within forty-eight (48) hours after personal notification by telephone will be deemed to have refused the position offered in the recall notice.
- 9.08 A suspended employee's name will remain on a recall list or lists for twenty-four (24) months after the effective date of a suspension unless the employee:
- 9.0801 Waives seniority recall rights in writing;
  - 9.0802 Retires, resigns or otherwise terminates employment;
  - 9.0803 Fails to accept recall to a position in the certification/licensure type held immediately prior to suspension or to a position in another certification/licensure type for which the employee is certified/licensed;
  - 9.0804 After acceptance of recall, fails to report to work on the date specified in the recall notice, unless the employee is disabled and so notifies the Board's Superintendent or designee. A recalled employee who has secured employment elsewhere will be allowed a reasonable amount of time before being required to report to work provided the employee secures written agreement to that amount of time from the Board's Superintendent or designee. After an employee has been suspended for twenty-four (24) months his/her name will be removed from all recall lists and he/she shall not be eligible for recall and he/she shall be terminated from employment and all his/her employment contracts shall be terminated and he/she shall have no rights under this Agreement.
  - 9.0805 When a part-time position, defined for the purposes of this Agreement as a position for less than four hundred and forty (440) minutes per day, is offered to a bargaining unit member who has been suspended from a full-time position and is on the recall list the bargaining unit member may:
    - A. accept the part-time position but
      - (1) will remain on the recall list for the balance of the twenty-four (24) month period during which time the teacher will be offered an additional part-time position in his/her area of certification/licensure if it does not conflict with the teacher's current schedule with the Winton Woods City School District or place the teacher into overtime; and
      - (2) will be offered a full-time position in an appropriate area of certification/licensure if one becomes available during the

summer between school years while the teacher is on the recall list.

B. reject the part-time position but

- (1) will remain on the recall list for the balance of the twenty-four (24) month period during which time the teacher will be offered available part-time or full-time positions that may be available in the teacher's areas of certification/licensure; and
- (2) will be offered any full-time position that was initially offered as a part-time position, however, this offer will occur only during the summer between school years while the teacher is on the recall list. If such an offer is made, the Board may suspend a teaching contract pursuant to Article IX.

- 9.09 Recall offers will be in order of seniority of those bargaining unit members on the recall list and in the areas of certification/licensure possessed by the teacher.
- 9.10 When a part-time or full-time position does not require a teaching certificate/license by law, the Board shall not be required to recall teachers from the recall list. However, if the Board decides to fill a non-certificated/licensed part-time position with a new teacher who also has duties related to a teaching certificate/license, the part-time position must first be offered to a teacher on the recall list.
- 9.11 The operation of these paragraphs shall not expand the maximum amount of time that a teacher shall remain on the recall list after a suspension of contract.
- 9.12 If a full-time teacher on recall is offered a full-time position in an area of his/her certification/licensure, the teacher shall be removed from the recall list.
- 9.13 If a part-time teacher on recall is offered a part-time or full-time position in an area of his/her certification/licensure, the teacher shall be removed from the recall list.
- 9.14 An employee who is suspended will not be eligible for leaves of absence. The effective date of a suspension is the last day of work for the Board. A suspended employee may continue life, dental and medical plan benefits by paying the entire amount of all contributions and costs necessary to pay for such benefits and this option may be exercised only so long as payments are received by the date specified and in the manner specified by the Board's Treasurer, not to exceed a period of twenty-four (24) consecutive months from date of the employee's suspension, provided the employee is still on the recall list.
- 9.15 After recall from suspension, an employee will receive only accumulated sick leave accrued up to the date of suspension. Upon recall from suspension, an employee will be placed on the salary schedule in accordance with years of service and training, but a recalled employee will not receive salary increment credit for the time while on suspension. Suspension time will not count toward any requirements for individual employee contract eligibility purposes or for years of continuous service for seniority

purposes under this Article or any other purposes under this Agreement, but, suspension time will not be considered a termination of employment except as otherwise provided for herein.

- 9.16 The Association will be provided with a copy of the seniority list specified in Section 9.0307 at the time it is produced. In addition, in the event a reduction in force is approved by the Board, the Association will be provided with a copy of a seniority list in seniority order, indicating all licenses or certificates held and the current position held by each employee.

9.17 SUBCONTRACTING

- 9.1701 The Board agrees that subcontracting may not be used to replace a member of the bargaining unit or to fill a vacant bargaining unit position unless the Board is unable to fill the position with a newly hired employee who is deemed qualified by the Board. The Board will provide substantiating evidence to the Association as to any and all efforts made to locate a qualified employee prior to subcontracting the position.
- 9.1702 Subcontracting may not be used if it will result in the layoff of bargaining unit members.

**ARTICLE X:  
WORKING CONDITIONS**

**10.01 CONTRACT YEAR**

- 10.0101 Full-time employees shall have an individual employment contract year of one hundred eighty-five (185) workdays, except that newly hired employees shall have an individual employment contract year of one hundred eighty-seven (187) workdays so they may attend additional in-service training on two (2) workdays prior to the start of the student's school year, and except that employees may enter into individual employee limited supplemental contracts which extend the number of their workdays beyond the number specified herein. Teachers shall be compensated for up to eight (8) hours of documented time spent prior to the beginning of the school year preparing his/her classroom for the school year, using the form Appendix U. This compensation shall be at an hourly rate determined by the number of total hours documented and the amount of available funds but not to exceed the negotiated hourly rate, require documentation of the time spent, and subject to the funds available under 10.0203 (B).
- 10.0102 When an entire building is closed and/or the entire staff relocated, the students in the affected building(s) will be dismissed from the last scheduled student day of the school year prior to the closing and/or relocation in order to facilitate the move. The affected employees will also be released from one-half (1/2) inservice day at the beginning of the school year to allow one-half (1/2) paid workday for relocating.

**10.02 WORK WEEK AND WORKDAYS**

- 10.0201 All scheduled workdays shall be during the work week of Monday through Friday, exclusive of scheduled holidays, except that workdays may be scheduled by the Superintendent or designee on Saturdays and non-Sunday holidays in the event more than the number of calamity days allowed by statute have been exhausted or in order for the Board to meet any State minimum educational standards. The Board will endeavor to publish in advance such days on the Board adopted school calendar.
- 10.0202 The normal employee workday shall not exceed four hundred forty (440) minutes each workday, including a one-half (1/2) hour lunch period in which he/she shall not be required to perform any school activity except:
- A. The normal workday may be lengthened by the Board or its designees, either no earlier than seventy (70) minutes prior to the beginning of the student day or no later than seventy (70) minutes after the end of the student day, for a total of nine (9) building faculty meetings in each school building during each school year for

each employee, which will not exceed sixty (60) minutes per meeting, and which employees may be compelled to attend except if excused by the Board or its designees for just cause.

- B. The normal workday for employees who have been employed by the Board for less than one (1) full individual employment contract year may be lengthened by the Board or its designees for three (3) in-service training meetings, which will not exceed sixty (60) minutes per meeting, and which employees may be compelled to attend except if excused by the Board or its designees for just cause.
- C. The normal workday may be lengthened by the Board or its designee for open house and one (1) other similar meeting, which will not exceed two (2) hours and thirty (30) minutes each, and which employees may be compelled to attend except if excused by the Board or its designees for just cause. In case of employees assigned to multiple schools, required attendance shall not exceed two (2) hours and thirty (30) minutes for open house and two (2) hours and thirty (30) minutes for one (1) other similar meeting.
- D. The normal workday may be lengthened by the Board or its designees for in-service meetings and grade level, department, subject area or employee team meetings not to exceed nine (9) meetings for each employee during each school year, seven (7) of which will not exceed sixty (60) minutes per meeting, and the remaining two (2) meetings shall not exceed ninety (90) minutes per meeting, and which employees may be compelled to attend, except if excused by the Board or its designees for just cause.
- E. The normal workday may be lengthened by the Board or its designees for student and/or parent conferences with employees when requested by a student and/or parent which employees may be compelled to attend except if excused by the Board or its designees for just cause, and such conferences shall be held at mutually agreed upon times immediately before or after the student day if possible or within seventy-two (72) hours of the employee being notified of the request.
- F. The normal workday may be lengthened by the Board or its designee in the event unanticipated extenuating circumstances would jeopardize the health and/or safety of students, and employees may be compelled to work during the lengthened workday except if excused by the Board or its designees for just cause.

- G. The normal workday may be lengthened by the Board or its designees in the event an employee accepts additional duties under an individual limited supplemental employment contract.
- H. The normal workday may be lengthened by the Board or its designees by mutual agreement with any employee.
- 10.0203 A. Employees shall use the form attached hereto and made a part hereof as Appendix L, to keep a record of the amount of time, which is otherwise uncompensated, spent in meetings outside the normal workday which fall into one of the following categories:
- (1) E.T.M. – Evaluation Team Meeting
  - (2) 504 – Section 504 of the Rehabilitation Act
  - (3) IEP – Individual Education Program
  - (4) Program Review
  - (5) ITP – Individual Transition Plan
  - (6) IAT – Intervention Assistance Team
  - (7) CIP – Continuous Improvement Plan, including High Schools That Work (limited to two (2) hours per month)
  - (8) BIT – Behavior Intervention Team
  - (9) Parent Initiated conferences arranged through the school office
  - (10) *Manifestation Meeting*
  - (11) PSAT Testing (Payable only to Counselors)
  - (12) Financial Aid Night (Payable only to Counselors)
  - (13) Post-Secondary Options Night (Payable only to Counselors)
  - (14) College Fair (Payable only to Counselors)
  - (15) Fall College Meeting for Seniors (Payable only to Counselors)
  - (16) Freshman Orientation (Payable only to Counselors)
  - (17) Extra Scheduling Night (Payable only to Counselors)
  - (18) Senior Honors Night (Payable only to Counselors)
  - (19) Eighth Grade Parent Night (Payable only to Counselors)
- B. The amount of \$22,500 will be available to compensate employees attending the meetings in 10.0203(A) outside of the normal employee workday and the time documented under 10.0101. One-third (1/3) of the available money will be used for 10.0203 (A) and two-thirds (2/3) of the money for 10.0101.
- C. In each school year of this Agreement, the applicable amount will be reported and paid in two (2) installments. The first installment report (Appendix L) will reflect time spent in those meetings listed in section 10.0203 (A) that are outside of the normal employee workday through March 15 of the school year. This report is to be submitted by March 22 to the building principal (or supervisor, if not assigned to one building) and shall reflect the time in increments of

fifteen (15) minutes. The second installment report (Appendix L) will reflect time spent in those meetings listed in section 10.0203 that are outside of the normal employee workday through the last teacher workday of the school year. After receiving each report, the principal or supervisor shall forward the information submitted to the treasurer's office for payment. Payment based upon the first installment report shall occur in the month of April. Payment based upon the second installment report shall occur by August 15 of that year.

- D. Employees (classroom teachers and counselors) who have time reports submitted that reflect in excess of four (4) uncompensated hours spent in the meetings listed in 10.0203(A) outside the normal workday shall be paid \$16.00 per hour for every hour in excess of four (4) hours. If the aggregate amount to be paid exceeds the amount set aside for that year, as specified in 10.0203(B), the total number of hours to be paid will be divided by the total funds set aside, to arrive at a rate per hour that will be paid uniformly for all excess hours. In no case will the total of all payments exceed the total amount set aside for this purpose.

10.0204 If the Board or its designee close a school on a normal employee workday, affected employees will receive pay for the day the school is closed, and if the Board or its designees delay the start of a normal employee workday, affected employees will receive pay for the period of the delay, but in no event shall employees receive pay for, nor be required to work in excess of, one hundred eighty-five (185) workdays in any individual employment contract year or, for newly hired employees, in no event shall they receive pay for, nor be required to work in excess of, one hundred eighty-seven (187) workdays in an individual employment contract year, except that any employee may work in excess of said workdays under any individual employee limited supplemental employment contract.

10.0205 After an employee reports to work at the start of his/her workday, no employee shall leave his/her school building before the end of the employee's workday without the specific authorization of the employee's immediate supervisor or designee, except employees may leave the school building during their one-half (1/2) hour lunch periods after giving notice of leaving to their immediate supervisor or designee. The schedule for each full-time employee shall include thirty (30) minutes of duty-free lunch during each workday.

10.0206 Classroom observations by non-administrative personnel must be scheduled in advance with the bargaining unit member. The observations will be scheduled with a minimum of twenty-four (24) hours notice; provided, however, the notice can be waived if the bargaining unit members so choose. All non-administrative personnel shall complete a

"Request for Classroom Observation Form" (Appendix O) and comply with the administrative guidelines for the Conduct of Visitors to School Property; available from the office of the Executive Director of Human Resources.

- 10.0207 The Board will grant one full unencumbered day for record keeping at the end of the school year. Additionally, the Board will grant two one-half days (three hours and twenty-five minutes) each of unencumbered record keeping time. During the 2010-2011 school year the half day record keeping time shall occur in October and January. Grades will not be due before the conclusion of the record keeping time.

### 10.03 PLANNING PERIODS

- 10.0301 Under the current seven (7) hour student day, the schedule for each full-time elementary school classroom employee (an employee assigned to a building serving students in any configuration of grades Pre-K through 6) shall include two hundred and forty-five (245) minutes during the employee work week and during the student day for employee planning periods as scheduled by the employees immediate supervisor or designee, except when unusual circumstances necessitate not scheduling that day's planning period. "Unusual circumstances" does not mean situations that reoccur with some regularity and/or are known well in advance such as field days, assemblies, shortened days, or district-wide professional development. Art, music and physical education employees traveling between school buildings during the same workday may have their planning periods scheduled at the beginning or end of their workday. The Association acknowledges that during days with a late start, early release, waiver days, or other district-wide professional development days, planning periods may be shortened, based on an equitable schedule.
- 10.0302 The schedule for each full-time middle and secondary school classroom employee shall include one (1) employee planning period (equivalent to the length of one [1] class period scheduled that day) during the student day as scheduled by the employee's immediate supervisor or designee, except when unusual circumstances necessitate not scheduling that day's planning period, and except art, music and physical education employees traveling between school buildings during the same workday may have their planning periods scheduled at the beginning or end of their workday.
- 10.0303 Conferences with parents of students arranged by counselors or administrative staff during employee planning periods shall only be scheduled after consultation with the employee. Conferences shall be scheduled with twenty-four (24) hours notice unless there is mutual agreement to hold the requested conference earlier.

- 10.0304 Employees shall use their planning periods for preparation of their classroom teaching time, Board required recordkeeping time, meetings with parents of students or students and grading students' performance and such other school related work as may be assigned or approved by the employee's immediate supervisor or designee. The Board and/or Administration shall endeavor to provide a teacher twenty-four (24) hours notice for "other school related work" assignments.
- 10.0305 Teachers may volunteer to substitute during their planning period, and they will be paid the contractual hourly rate if they volunteer. The minimum payment will be one (1) hour's pay at the contractual hourly rate. If schedules change so that daily planning time exceeds a one (1) hour period, a teacher who substitutes during a planning period of between one (1) and one and one half (1 ½) hours will receive one and one half (1 ½) hour's pay, and the teacher who substitutes during a planning period of between one and one half (1 ½) and two (2) hours will receive two (2) hours pay.

#### 10.04 COMPLAINTS ABOUT EMPLOYEES

In the event a complaint is lodged against an employee, the employee will be provided timely notice of the complaint. An employee who is the subject of a complaint from an individual or group of individuals outside the employment of the Board may request a conference with his/her building principal and/or the person who received said complaint and the individual or group of individuals filing said complaint. When a complaint is lodged and the complainant(s) refuse(s) to talk with the employee, the complaint will not go into the employee's personnel file unless the principal has substantiated the complaint through other investigative activities. The employee will be provided written notice of the principal's intent to place said complaint in the personnel file prior to placement. An employee has the right to Association representation at a conference with an individual or group of individuals to discuss said complaint.

#### 10.05 SCHOOL CALENDAR

- 10.0501 The Superintendent and/or designee shall consult with the Association President and Association representatives prior to developing the school calendar. The Association may make written or oral comments to the Superintendent or make a presentation to the Board at the time the Superintendent's school calendar recommendation is presented to the Board for decision.
- 10.0502 Prior to the adoption of (a) school calendar(s), the Superintendent or designee shall send copies of possible school calendar(s) recommendations and alternatives for the succeeding school year to the Association President for input.

- 10.0503 The Superintendent will attempt to make a recommendation to the Board for a school calendar for the succeeding school year at the Board's regularly scheduled February meeting.

#### 10.06 PERSONNEL FILES

- 10.0601 All employee personnel files are available and open to employees. These files include the central office personnel file and the personnel file in the building principal's office.
- 10.0602 An employee shall have the right to view the contents of his/her personnel file at the central office with the exception of pre-employment information, specifically references. Requests to view the central office file shall be made to the office of Human Resources. The central office file will be reviewed in the presence of a Board administrator or designee. A request to view the personnel file in the building shall be made to the building principal or designee and will be reviewed in the presence of the building principal or designee.
- 10.0603 Administrators will provide employees with copies of items in the personnel files upon request, within a reasonable length of time.
- 10.0604 *An employee will be notified of items placed in the personnel file(s) that pertain to the employee's performance and/or employment status. Formal appraisal instruments and any records of reprimands placed in the employee's personnel file shall be with the knowledge of the employee who shall signify such knowledge by signing the document. An employee may place in his/her personnel file anecdotal records, rebuttal or supporting information at the same time the original material is placed in his/her personnel file or at a later time; if a reply, said reply shall be attached to the corresponding original material. Anonymous letters and/or material shall not be placed in an employee's personnel file nor shall such letters and/or material be made a matter of record.*
- 10.0605 All employees shall be provided with rights and privileges in accordance with the Ohio Revised Code 1347.

#### 10.07 EXISTING PERMANENT VACANCIES AND NEWLY ESTABLISHED POSITIONS

- 10.0701 During the students' school year, a notice of a newly established permanent position or a permanent vacancy in an existing position requiring certification, including positions not within the bargaining unit as defined in Section 1.02 of this Agreement, shall be posted in the employee daily announcements in each school building and in a designated place in the main office and the central office for at least five (5) working days prior to filling the position.

- 10.0702 Employees must file professional interest forms to be considered for any newly established permanent position and any permanent vacancy in an existing position no later than five (5) working days after the position is posted in accordance with Section 10.0701 above. The office of Human Resources will acknowledge receipt of professional interest forms.
- 10.0703 The Executive Director of Human Resources will attempt to notify all employees who have a professional interest form on file for a permanent vacancy or permanent newly established vacancy when the position becomes open during the summer months by phone and/or letter five (5) calendar days prior to the position being filled so the employees may request an interview.
- 10.0704 The Executive Director of Human Resources shall give consideration to every employee who completes a professional interest form for any existing permanent vacancies or newly established permanent positions. Any employee may request an interview. However, any employee who has been involuntarily transferred due to a consolidation or school closing will be interviewed. Each considered employee will be told the results of the selection process as it relates to his/her own candidacy for any permanent existing vacancy or newly established permanent position.
- 10.0705 An employee may express an interest in possible future newly established permanent positions or permanent vacancies in existing positions by submitting a professional interest form specifying the area of interest when the title of a possible position or vacancy is not known.

#### 10.08 SAFETY AND HEALTH

- 10.0801 The Board shall provide employees with a safe and healthy place to work in accordance with applicable law, including OAC 3301-35-05(B)(5). The parties agree that any allegations regarding health or safety issues shall be handled in the following manner:
- A. In an effort to resolve all complaints internally, the Board and/or Administration will first be notified of any complaint and have at least five (5) business days to resolve the complaint.
  - B. If the complaint has not been satisfactorily resolved after the initial five (5) day period, the Association or an individual bargaining unit member may file a complaint with the Ohio Department of Industrial Relations.
  - C. Any bargaining unit member who reasonably believes a condition presents an imminent danger of death or serious harm to the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or

corrected. If the bargaining unit member continues to be assigned to work under such condition, the bargaining unit member may refuse to work under Section 4167.06 of the Ohio Revised Code.

- D. A bargaining unit member who wishes to assert a claim of discrimination/discharge as defined in Chapter 4167.13 of the Ohio Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

- 10.0802 Any concerns regarding the classroom/building physical environment or cleanliness should be put in writing on the appropriate form to the building principal. (See Appendix P.) The principal/designees in turn will write a work order in a reasonable amount of time, if appropriate, for building repairs or relay to the Executive Director of Accountability and Business Affairs other areas of concern.
- 10.0803 If there is no electricity or water in a building for over sixty (60) minutes and there is no indication that the condition will be resolved, the emergency dismissal procedures shall be followed.
- 10.0804 The concerns of the staff about room temperatures in the various classrooms will be addressed by the Board-Association Committee.
- 10.0805 The Board shall establish consistent District procedures for emergency/crisis situations. The administration shall annually review these procedures with employees and provide a copy to each employee at the opening staff meeting in each building.

#### 10.09 TEACHER EDUCATION STUDENTS

Teacher education students shall be assigned by the Executive Director of Human Resources to approved and qualified employee volunteers. Failure to volunteer for teacher education students shall not be a reason for a negative evaluation of an employee. All written information regarding university/college expectations for teacher education students' activities that is available to the Board will be provided to all employees to assist them in deciding whether to volunteer for the assignment of a teacher education student.

#### 10.10 STUDENT HEALTH RECORDS

The Board shall provide employees with a list of students in their building(s) with known special medical problems by October 15. The Board's student medical records along with emergency medical procedures, if any, shall be provided for affected employees on a need-to-know basis, and employees shall hold all information in a student's medical records in confidence.

## 10.11 ASSIGNMENTS

- 10.1101 At the annual interview of each employee with the building principal/designee or immediate supervisor, which shall be held no later than April 1 of each year, each employee shall discuss with the building principal/designee or immediate supervisor, his/her grade level, course/subject and building assignment preferences for the following school year. No later than March 1, a form (see Appendix T) will be provided at each level for each employee to submit information as to preferences regarding academic assignments, extra-duty assignments and any other information that would be helpful in the scheduling process. The appropriate salary schedule will be printed on the reverse of that form.
- 10.1102 Tentative grade level, course/subject and building assignments for the following school year shall be made by the Superintendent or designee by written notice to each employee by the end of the current school year, and any changes in such tentative assignments or in subsequent assignments shall be made by the Superintendent or designee by written notice with reason(s) to each employee as soon as the Superintendent knows of its necessity.
- 10.1103 When assignment changes are made fifteen (15) calendar days or less prior to the start of the school year, or after the beginning of the school year, the affected employee will be given fourteen (14) hours of pay at the current home instructor hourly rate set forth in Section 12.05 of this Agreement.
- 10.1104 Each employee notified of an involuntary assignment shall have the right to request a conference with the Executive Director of Human Resources to discuss said assignment and shall have the right to Association representation at the conference.
- 10.1105 In grades 7 through 12, the Board will endeavor to limit the number of different preparations in the math, science, social studies and English assignments to three (3) per day.
- 10.1106 The Board/Administration will endeavor to limit the number of individual changes in class preparations from year to year in grades 7 through 12.
- 10.1107 In grades 7 through 12, the Board/Administration will endeavor to limit the number of classroom changes an individual teacher will make per day of instruction. Consideration to limit the number of classroom changes will be given to those teachers who had three (3) or more classroom changes in the prior school year.
- 10.1108 Non-teaching assignments will be distributed on a rotating basis whenever possible.

- 10.1109 The Superintendent or designee shall have the right to make all final decisions on employee non-teaching, grade level, course/subject and building assignments and such assignments shall not be subject to the grievance and arbitration procedure of this Agreement.

#### 10.12 SUMMER SCHOOL JOB POSITIONS

- 10.1201 Summer school job positions requiring certification/licensure shall be posted in each school building in the main office and the central office for at least three (3) working days prior to filling the position.
- 10.1202 *Employee applications for summer school job positions shall be filed with the Superintendent no later than three (3) working days after the position is posted in accordance with 10.1201 above. Employee applications shall be made on forms printed by the Board and such forms shall be available in the main office of each school building.*
- 10.1203 Employees with proper certification/licensure for summer school job positions shall be hired for those positions before any persons outside the bargaining unit are hired for the positions.
- 10.1204 Employees shall be paid for summer school work in two (2) installments with the first installment paid on the first regularly scheduled pay day following completion of the first half of summer school and the second installment paid on the first regularly scheduled pay day following completion of the second half of summer school. The payment will be made in checks separate from other paychecks.

#### 10.13 CLASS SIZE

- 10.1301 In Kindergarten, the classes shall not exceed twenty-three (23). In Grades 1 through 6, if a grade level in one (1) building exceeds multiples of the numbers listed below, each teacher who is assigned a class that exceeds the appropriate number of students will be compensated in accordance with Section 10.1303 D. below.

Grades 1 and 2----- 24  
Grades 3, 4, 5 and 6----- 29

- A. This determination shall occur at the end of the first two (2) weeks of each semester.
- B. Class size at any grade level (1 through 6) in any building will not exceed multiples of thirty (30) unless the affected teacher requests additional students.
- C. Students who are listed on an elementary teacher's (a teacher in a building serving students in any configuration of grades Pre-K

through 6) roster but not physically in the class for any instruction shall not be included in the class size count.

- 10.1302 In the secondary schools (grades 7 through 12), the Board will endeavor to maintain a maximum of thirty (30) students per class.
- 10.1303 Nothing contained in 10.1301 and 10.1302 shall apply to special education, music, physical education and health classes. If class size exceeds the contractual limit and other options are not available to remedy the overage, at the option of the affected teacher(s) at the end of the first two (2) weeks of each semester, Administration shall advertise to hire additional staff by the end of the business day. In addition:
- A. Administration shall have thirty school days from the end of the first two weeks of each semester to hire additional staff.
  - B. The Association shall hold the Board harmless for any class size overages that occur during this time frame so long as the Board acts in good faith to remedy the situation.
  - C. The Association President shall be given weekly updates of the status of efforts to address class size overages.
  - D. If additional staff is not hired after the thirty school day grace period and class size continues to exceed the contractual limit, affected teachers shall be paid retroactive to end of the first two weeks of the semester while Administration actively continues to remedy the overage. The rate of compensation shall be as follows:  
  
$$\text{per diem/per minute rate} \times \text{number of actual classroom time} \times \text{teaching days (excluding sick leave/personal leave days in excess of ten (10) consecutive days)} \div \text{number of students in 10.1301} \times \text{number of students included in the overage.}$$
  - E. The Association and Administration agree there shall be no compensation due if class size overage(s) occur(s) after the end of the first two weeks of each semester. However, the Board will endeavor to remedy any class size overages which occur after the first two weeks of each semester consistent with the best interest of students.
  - F. Any compensation due to teachers will be paid at the end of the semester.
- 10.1304 In the high school and middle school (grades 7 through 12), under no circumstances after the first full week in October of each school year will

the total academic class load per employee exceed one hundred fifty-five (155) students if teaching five (5) assigned bells of classes per day, or one hundred seventy (170) students if the employee agrees to teach six (6) assigned bells of classes per day.

- 10.1305 The concerns of employees about supervising students in excess of their normal assignment shall be addressed by the Board-Association Committee.
- 10.1306 The Board-Association Committee shall address the issue of class sizes where the class size in music, physical education and health classes exceed the endeavored class size number, or where special education resource rooms exceed the numbers in the Operating Standards for Ohio Schools Service Children with Disabilities.

#### 10.14 STUDENTS IDENTIFIED WITH DISABILITIES

- 10.1401 Students with disabilities will be scheduled consistent with how typical students are scheduled district-wide unless the student's IEP requires otherwise.
- 10.1402 District-wide, intervention specialists and/or the special education facilitator shall have the opportunity to collaborate with administration prior to the first day of school during the scheduling process about the placement of special education students on their case load.
- 10.1403 Class lists provided to teachers will indicate which students in their classes are identified as having special needs and require special education services. Such lists will be treated as confidential.
- 10.1404 If working conditions under the above process create a hardship, an unworkable class situation, or serious concern for the success of students, affected employees shall document in writing the concerns and submit them to the building special education advisory team. The building special education advisory team shall consist of the building advisory committee with members added if needed to ensure that two intervention specialists serve on the committee for this purpose. The building principal and/or the special education advisory team may invite the Director of Student Services and/or the building special education supervisor to any meeting where concerns are to be addressed.
- 10.1405 If the building principal is unable to resolve the concerns to the satisfaction of the building special education advisory team within ten (10) school days, then the following will apply with respect to the affected teacher or teachers:

- A. When scheduling students into regular classes, those students who have special needs due to specific handicaps, disabilities, or behavioral difficulties, as defined by the State of Ohio Rules for the Education of Handicapped Children, shall be counted "double" when determining class size in grades seven through twelve (7-12), except that when a regular education and a certificated/licensed special education teacher are scheduled to be present in the classroom at all times in grades 7-12, or where a student has an IEP for speech only, the double count will not apply. However, the Board shall endeavor to maintain a maximum class size of 28.
- B. The administration will endeavor to equitably distribute the load of different class preparations among the special education staff.
- C. Students identified with disabilities who are included in regular classroom activities on a regular schedule will be assigned equally to all regular classrooms in a given grade or course within a building, with the exception of grades 3 through 6. In grades 3 through 6, students identified with disabilities will be equally distributed among the teams within each grade level, unless one or more teams agree otherwise. In such cases, a properly certificated/licensed intervention specialist or an instructional assistant will be scheduled to be present in the classroom at all times. The instructional assistant and the certificated/licensed intervention specialist must be assigned to the classes containing a disproportionately high number of students identified with disabilities. The Board will endeavor to equitably divide the time between the intervention specialist and the instructional assistant.
- D. Exceptions may be made to equal distribution only if a teacher voluntarily accepts a disproportionate number of special education students.

10.1406 Collaboration

- A. The parties recognize that collaboration activities for special education and regular education staff are important. Collaboration for special education teachers and regular classroom teachers serving the same student could include but is not limited to:
  - (1) Written communication
  - (2) Common planning time
  - (3) In-service
  - (4) Faculty meetings
  - (5) Scheduled staffing

- B. Additionally, administrators will endeavor to provide a common staffing time for special education and regular education teachers to meet for collaboration.

### 10.15 STUDENT DISCIPLINE

The Board Agrees that the administration will support teachers by enforcing the Board adopted Student Discipline Code of Conduct.

10.1501 Each building will develop a system for tracking the number of discipline referrals written about a student. This information will be recorded on a uniform Board provided referral form in the space provided.

10.1502 Administrative disciplinary action for students identified with disabilities must comply with state and federal law.

### 10.16 DEPARTMENT FACILITATOR (7-12)

There shall be created the position of Department Facilitator (7-12) for the subject areas of Music and Foreign Language. These positions will be paid on a supplemental contract and placed in Group 4 of the Supplemental Salary Schedule.

There shall be created the positions of Department Facilitator High School and Department Facilitator Middle School for the core academic subject areas of Language Arts, Mathematics, Science, and Social Studies, plus Special Education. These positions will be paid on a supplemental contract and will split the salary specified in Group 4 of the Supplemental Salary Schedule with 1/3 of the salary paid to the Middle School Facilitator and 2/3 of the salary paid to the High School facilitator. Additionally, the position of Department Facilitator shall be provided a duty bell during the school day for the purpose of performing duties associated with the position and granted five (5) days extended service pay according to Section 12.04 Extended Service Pay of this Agreement.

### 10.17 CURRICULUM LEADER

The position of curriculum leader is a non-instructional position paid on the teachers' salary schedule. Work performed outside of the teacher's regular work day or year will be paid at the contractual hourly rate. Bargaining unit members that are selected to serve as Curriculum Leader shall be assigned annually for a maximum two (2) years. This period of assignment may be extended at the request of the Board by mutual agreement of the Association and the Board. At the conclusion of the assignment as Curriculum Leader, the bargaining unit member will be returned to the same position held prior to the Curriculum Leader assignment.

**ARTICLE XI:  
LEAVES OF ABSENCE**

**11.01 FAMILY AND MEDICAL LEAVE ACT**

Leaves taken under this Article which qualify as leave available under the Family and Medical Leave Act (FLMA) shall be charged against the twelve (12) weeks of leave available under the Act. The approved Board policy implementing the FMLA shall be included in the Teacher Handbook and distributed annually to all bargaining unit members.

**11.02 PAID AND UNPAID PERSONAL BUSINESS LEAVE**

- 11.0201 All employees shall earn a minimum of three (3) personal business leave days for each school year of employment with the Board. These days shall be granted as paid days of absence for the observance of religious holidays that require total abstinence from work or for personal business that is not under the control of the employee and that cannot be conducted at a time other than on an employee's workday and during an employee's work time, or for substitution for unpaid FMLA leave. Fractional days must be used when the absence does not require a full day's absence, except when paid personal business leave is substituted for unpaid FMLA leave. No paid or unpaid personal business leave shall be deducted from an employee's accumulated sick leave reserve.
- 11.0202 An application for paid personal business leave shall be made to the employee's immediate supervisor at least three (3) days in advance of the leave day on the form attached hereto and made a part hereof as Appendix C. The requirement of advance notice shall be waived by the immediate supervisor because of emergency conditions that prevent the giving of advance notice.
- 11.0203 For good and sufficient reason(s) approved by the Superintendent or designee, personal business leave with pay or without pay may be approved beyond the limitations set forth in Section 11.0201 above. A letter from the employee outlining the extreme extenuating circumstances must be presented to the Superintendent or designee for advance written approval of personal business leave with pay or without pay which is beyond the limitations set forth in Section 11.0201 above, except the requirement of advance notice shall be waived by the Superintendent or designee because of emergency conditions that prevent the giving of advance notice.
- 11.0204 An employee's failure to follow the procedures of this Article or an employee's use of personal business leave for reasons other than those specified in Section 11.0201 or Section 11.0203 above, shall constitute a

willful violation of this Agreement by the employee and shall constitute just cause for disciplinary action.

11.0205 Employees will be credited with paid or unpaid personal business leave time for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal leave, and paid sick leave accumulation. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid personal business leave, except that when such leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid personal business leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid personal business leave may elect to continue the insurance benefits as specified in this Agreement, during the period of the leave, by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective carriers and given to the Board's Treasurer or designee by the first (1<sup>st</sup>) day of each month for which the employee elects insurance coverage.

11.0206 If a member has one or more paid personal business leave days remaining unused at the end of the school year, two (2) days will be added to the member's sick leave balance and reflected in the first pay check in July.

### 11.03 PAID SICK LEAVE

11.0301 Paid sick leave of one and one-fourth (1¼) days per month of employment with the Board, effective on the last day of each month, shall accumulate up to fifteen (15) days per year for each employee, in accordance with Section 11.0307 below. All unused days of accumulated sick leave shall be added at the end of each month to an employee's sick leave reserve. Sick leave shall accumulate and be added to each employee's sick leave reserve without any limit.

11.0302 The Board's Treasurer is authorized to advance five (5) days of paid sick leave each school year to those employees who have exhausted their accumulated sick leave or who are newly hired and have not accumulated any paid sick leave, but the number of days advanced cannot be greater than the number the employee will accumulate during the remainder of that school year.

- 11.0303 Accumulated paid sick leave shall be paid after an employee submits an application for paid sick leave days which is attached hereto and made a part hereof as Appendix D for the following reasons:
- A. For absence of the employee due to personal illness, pregnancy, adoption of a child, injury or exposure to contagious diseases which could be communicated to other employees or students. In the case of adoption, sick leave shall not exceed six (6) weeks.
  - B. For absence of the employee due to illness of someone in the employee's immediate family. Immediate family is defined as mother, father, sister, brother, son, daughter, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, great grandparents, grandchildren, aunts, uncles, nieces, nephews, adopted children, adoptive parents, step-parents, foster parents/children and legal guardians/wards. Any other special circumstances that may not meet this definition can be submitted by the employee to the Superintendent, his/her designee, or the employee's building principal or supervisor for approval.
  - C. For absence due to death in the immediate family of an employee. Immediate family is defined in Section 11.0303(B) above. Absence under this paragraph (C) shall not exceed three (3) days during each school year, except absences exceeding three (3) days may be approved by the Superintendent or designee.
  - D. For substitution of unpaid FMLA leave.
- 11.0304 Fractional sick leave days must be used when the necessary absence as defined above does not require a full day's absence, except when sick leave is substituted for unpaid FMLA leave.
- 11.0305 An employee's failure to follow the procedures of this Article or an employee's use of paid sick leave days for reasons other than those specified in this Section 11.0303 shall constitute just cause for disciplinary action.
- 11.0306 Employees will be credited with time spent on paid sick leave days for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board paid insurance premium costs.
- 11.0307 Employees shall accumulate and be charged with the use of paid sick leave under this Section 11.03 in accordance with the following schedule:

<u>Work Hours Regularly Scheduled Per Week</u>	<u>Days Earned Per Month</u>	<u>Days Earned Per Year</u>	<u>Charged For Each Day Absent</u>
at least 5	.21	2.52	.17
at least 10	.42	5.04	.33
at least 15	.63	7.56	.50
at least 20	.83	9.96	.67
at least 25	1.04	12.48	.83
at least 30	1.25	15.00	1.00

11.04 SICK LEAVE BANK

The purpose of the Voluntary Sick Bank (hereinafter referred to as the "Bank") is to provide sick leave to contributors to the Bank after their accumulated sick leave and any available advance of sick leave days has been exhausted, and more specifically to provide such leave from the Bank in cases of catastrophic illnesses or injuries. The Bank rules and guidelines are as follows:

11.0401 COMMITTEE

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information to the Board Treasurer's office. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereinafter referred to as the "SBC"). The SBC shall be composed of the following.
  - (1) The Superintendent or his/her designee.
  - (2) The Association President or his/her designee.
  - (3) Two (2) bargaining units members appointed by the Association President.
  - (4) At the Superintendent's discretion, he/she may appoint one (1) additional administrator.
  
- B. Should a vacancy occur on the SBC, a replacement for the vacant positions shall be appointed by the authority making the original appointment.
  
- C. One (1) of the three (3) bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

- D. The SBC will be responsible for developing the forms needed to operate the Bank.

11.0402 ENROLLMENT

Enrollment in the Bank will begin on April 1 for the preceding school year and end September 30 of the current school year, or only during the first four (4) weeks following the first day of employment for any bargaining unit member employed after September 30.

11.0403 MEMBERSHIP

The Bank shall be established for all bargaining unit members of the District who indicate their desire to participate by contributing the individually required number of days as indicated in Section 11.0404C.

11.0404 GUIDELINES

The Bank shall be administered by the SBC in accordance with the following provisions:

- A. The Bank may be used only by an individual contributor for his/her catastrophic illnesses or injuries.
- B. Days from the Bank may be used only for those workdays that the individual contributor is employed under a Regular Teacher Contract (limited or continuing).
- C. Any employee desiring to participate in the Bank will initially donate one (1) day of his/her accumulated sick leave to the Bank. Additional days may be requested by the SBC as required by subsection D of this section.
- D. If the number of days in the Bank falls below fifteen (15) days prior to May 31 of any year, each participant will be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. If an employee has used all his/her sick leave, the additional day will be donated as soon as new sick leave is granted. The SBC is responsible for notifying members of each donation.
- E. All days once donated to the Bank become the property of the Bank and will not be returned in the event an employee withdraws his/her participation in the Bank.
- F. The maximum dollar expenditure during each school year is \$20,000 based on the per diem of the person using the sick leave bank.
- G. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed form. The earliest effective date shall be the date that the form is received by the SBC.
- H. Any employee submitting a request to use the Bank must have made his/her proper contribution and met all eligibility

- requirements. If an employee is physically unable to submit the form, the forms may be submitted by a proxy.
- I. An employee can apply prior to using all his/her days, but will not be able to use days from the Bank until his/her own accumulated and advanced sick leave is depleted.
  - J. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)
  - K. Periodic reviews by the SBC of all Bank uses will be made. The SBC reserves the right to approve less than the number of days requested.
  - L. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workers' Compensation Law.
  - M. Days granted will be compensated at the recipients per diem.
  - N. The SBC will review and present to the Treasurer's office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the committee. The committee will also make its decisions known to the applicant within this ten (10) day period.
  - O. Sick Bank days shall not be used during summer school employment, normal pregnancy, for purposes of adoption, extended service, or for family illness privileges granted in this Agreement.
  - P. If thirty (30) participants are not enrolled by the initial enrollment deadline, the prospective members will not have their donated days removed from their accumulated sick leave account. The Bank will not be established.
  - Q. When the number of participants falls below thirty (30) prior to the start of any school year and no additional participants join by September 30<sup>th</sup> of that year, the Bank will be disbanded. The remaining days in the Bank will be valued at the per diem rate of the average teacher's salary, as reported by EMIS. This amount will be put in a scholarship to be awarded at the direction of the SBC.

11.0405

APPEAL PROCESS

- A. If a request for use of sick bank days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within five (5) working days of the denial.
- B. An Appeal Board will be established as needed and will consist of four individuals, two appointed by the Association President or designee, and two appointed by the Superintendent or designee. No member of the Appeal Board shall be the same as the members of the SBC. The Association President shall designate one of his or her appointees as chair.

- C. A tie vote will automatically uphold the decision of the SBC. All decisions of the Appeal Board are final and binding and not subject to the grievance and arbitration procedures of this Agreement.

11.0406 BARGAINING UNIT MEMBERS AGREEMENT

- A. An employee shall be required to furnish a medical report from a licensed physician at time of initial application before or during the time of use of the leave Bank. The medical report will be at the member's expense. The SBC reserves the right, if necessary, to limit the number of days granted.
- B. An employee who has used days from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all days have been paid back. If an employee member:
1. retires or leaves the employment of the District before the total number of days is paid back, then the remaining days owed will be deducted from the employee's total accumulated sick leave balance at the time. However, at no time will the equivalent of remaining days be deducted from an employee's salary.
  2. dies before all days owed are paid back, the employee's estate will not be required to pay back the balance owed.
  3. remains an employee of the District and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank will be deducted the same as if the person were continuing to be an active member of the Bank.

Repayment will begin with the school year immediately following withdrawal of days from the Bank.

- C. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows.

"I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee and that all decisions of the Sick Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Winton Woods City School District and the Winton Woods Teachers' Association, the Sick Bank Committee, the Appeal Board and all of their agents for any loss they may sustain as a result of any claim

or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application, including attorney fees incurred by the Committee, its members, WWTA or the Board."

- D. When an employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and those rules and regulations adopted by the SBC.
- 11.0407 An annual report of the Bank will be published on or before April 30 for each year the Bank is in operation. This report will be published by the Sick Bank Committee. The report shall include a statement of the number of days remaining in the Bank.
- 11.0408 In unusual circumstances, there may be a need to provide employees with additional sick days outside of the sick leave bank provisions. In the interest of compassion, as well as of fairness and equity, the sick leave bank members are hereby authorized to explore the creation of a sick leave donation program. This program should allow for individual donations of a member's accumulated sick leave to individuals facing special hardship, but should also provide guidelines to ensure equity. The sick leave bank committee will report back to the Association President and the Executive Director of Human Resources any recommendations for a sick leave donation program. Upon receiving any such recommendations, the Association President and the Executive Director of Human Resources will call upon their respective bargaining teams to meet and negotiate about the recommendation, in accordance with Article XVIII, Section 18.0602.

#### 11.05 PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE

- 11.0501 When an employee must serve on jury duty or is subpoenaed to appear as a witness at a court or public administrative hearing in which the employee is not a party or the subject of the hearing, the employee shall give the Superintendent or designee as much advance written notice of the jury or witness duty as possible, and the employee will be released from duty for each day of required jury duty or witness duty service. An employee must return to work while on jury duty or witness duty if the employee is released from any day or days of jury duty or witness duty by the court or administrative agency.
- 11.0502 The Board will pay an employee absent from work due to jury or subpoenaed witness duty under Section 11.0501 above. Any compensation or fee provided to the employee by the court, administrative agency or party to the dispute may be retained by the employee to cover incidental expenses of jury or witness service.

- 11.0503 Employees will be credited with time spent on paid jury duty and subpoenaed witness duty leave for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board-paid insurance premium costs.

#### 11.06 PAID PROFESSIONAL LEAVE

- 11.0601 Paid professional leave may be approved by the Superintendent or designee and the requesting employee's immediate supervisor, for purposes of attending appropriate conferences and meetings which provide leadership and growth in areas related to the achievement of building and district goals. Employees are expected to participate in local organizations before professional leave is approved to attend to state or national meetings of the same organizations and employees, where appropriate, are expected to be members of the organization which sponsors the meeting or conference. Priority will be given to planners, presenters and staff members receiving recognition. The district will endeavor to provide equitable access to available staff development opportunities.
- 11.0602 Employees desiring paid professional leave must submit the professional leave application form, attached hereto and made a part hereof as Appendix G, with an estimate of expenses, to the Superintendent or designee through the employee's immediate supervisor at least one (1) month in advance of the meeting or conference, where practicable.
- 11.0603 All paid professional leave must be approved in advance by the Superintendent or designee and the requesting employee's immediate supervisor, and the leave will not exceed more than the number of days approved by the Superintendent or designee and the employee's immediate supervisor. Paid professional leave may be approved with reimbursement for full expenses, partial expenses or no reimbursement of expenses. When reimbursement of any expenses is approved, the Board will pay for all actual, reasonable expenses directly incurred by the employee in attending the meeting or conference when the employee's request for reimbursement, as originally approved in full, in part, or without expense reimbursement, attached hereto and made a part hereof as Appendix H, is submitted to the Superintendent or designee in accordance with the procedure set forth in Appendix I, attached hereto and made a part hereof.
- 11.0604 The administration shall create and maintain a mechanism for tracking approved paid professional leave requests. If a request for paid professional leave is denied at the building level, the request form (Appendix G) with the reason for the denial shall be forwarded to the Superintendent for review. The Administration shall develop and maintain a mechanism to track denials of requests for paid professional leave. A

bargaining unit member may request and receive a conference to discuss any denial of his/her request for paid professional leave.

#### 11.07 PAID AND UNPAID MILITARY DUTY LEAVE

- 11.0701 An employee who is a member or becomes a member of the armed forces of the United States is entitled to a leave of absence for military duty in accordance with applicable federal law, which shall govern the length of the leave and the reinstatement rights of the employee. Ohio law shall not apply to employees on military duty leave. Any employee desiring a leave of absence for military duty leave shall apply for a leave in writing as far in advance of the military duty as possible.
- 11.0702 Employees on military duty leave, on any workday established by this Agreement, will be paid by the Board in the amount of their base salary provided for in this Agreement up to thirty-one (31) workdays within any one (1) school year. The Board will not pay any employee for any military duty leave which extends beyond thirty-one (31) workdays within any one (1) school year. Employees will be credited with time spent on military duty leave for purposes of salary step increases on the salary schedule and for seniority of length of service purposes under any article of this Agreement in accordance with applicable federal law. Employees on military duty leave will be credited with paid personal business leave accumulation and paid sick leave accumulation in accordance with applicable federal law.
- 11.0703 The Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on military duty leave for the remainder of the month during which the employee commences the leave. In addition to the payment in the preceding sentence, the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on military duty leave for an additional period of one (1) month within any one (1) school year, and thereafter, an employee on military duty leave may elect to continue the insurance benefits specified in this Agreement by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first day of each month for which the employee elects to continue the insurance benefits specified in this Agreement.

#### 11.08 UNPAID CHILD CARE LEAVE

- 11.0801 The Board shall grant a leave of absence to an employee who has been employed by the Board for two (2) full school years to care for a newborn child, an adopted infant under two (2) years of age or a child for whom the adoption agency requires full-time parental care. All child care leaves of

absence shall be without pay. Child care leave shall be counted toward the employee's FMLA leave entitlement, but only to the extent that the employee is entitled to FMLA leave. Those employees who do not meet the two (2) full school year employment requirement and/or the two (2) year adopted child age requirement for child care leave should apply for FMLA leave.

11.0802 If the beginning date of the child care leave of absence occurs during a school year, the employee has the choice of an unpaid leave as follows:

- A. for the remainder of the semester.
- B. for the remainder of the current school year.
- C. for the remainder of the current school year and the entire succeeding school year.

11.0803 The employee shall submit written application for child care leave on the form attached to this Agreement as Appendix B to the Superintendent or designee not later than forty-five (45) calendar days prior to the requested beginning date of the leave.

- A. In the case of any adoption, the employee shall submit the written application immediately upon notice of the actual date of receiving the child if this date is less than forty-five (45) calendar days prior to the requested beginning date of the leave.
- B. If extenuating circumstances arise, a request not to take the requested leave or to take a leave not timely requested will be considered regardless of the forty-five (45) calendar day advance application.
- C. After receipt of the written application, the Superintendent or designee will notify the employee within five (5) workdays of the Superintendent's recommendation to the Board.
- D. The Board will act on the request no later than its next regularly scheduled meeting and the employee will be notified within forty-eight (48) hours whether the leave has been approved or disapproved.
- E. If any part of child care leave is counted toward an employee's FMLA leave entitlement, the employee need only notify the Board thirty (30) calendar days prior to the requested beginning date of the leave, or as soon as practicable.

11.0804 It is the responsibility of the employee on a child care leave for the remainder of a current school year (partial year leave) to notify the Superintendent or designee, in writing, by April 1 of the current school

year whether or not the employee will return to work on the date the leave expires, except that in extenuating circumstances, the notice may be delayed beyond April 1 of the current school year, but in no event shall the notice be delayed beyond May 15 of the current school year.

- A. It is the responsibility of an employee on a child care leave for the remainder of one (1) school year and the succeeding school year or for one (1) complete school year or for two (2) complete school years to notify the Superintendent or designee, in writing, no later than December 15, immediately preceding the date on which the leave expires, whether or not the employee will return to work on the date the leave expires.
- B. The Superintendent or designee, after receipt of the notification from the employee, will notify the employee of the availability of assignments and the employee must accept or reject the assignment within seven (7) calendar days after notice.
- C. If the employee rejects the assignment, the employee must send a letter of resignation to the Superintendent or designee within the seven (7) calendar day period.
- D. If the employee accepts the assignment, the employee must submit a letter of acceptance to the Superintendent or designee within the seven (7) calendar day period.
- E. If no timely letter of resignation or letter of acceptance is received by the Superintendent or designee, or if no timely notification in writing of whether or not the employee will return to work is received by the Superintendent or designee, the employee shall be considered as having voluntarily resigned all employment with the Board and all individual employment contracts shall be immediately terminated and the employee shall have no rights to re-employment or reinstatement to any employment with the Board.

11.0805 Employees will not be credited with time spent on unpaid child care leave for purposes of salary step increases on the salary schedule or for seniority or length of service purposes or for paid personal business leave or paid sick leave accumulation purposes. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid child care leave, except that when such leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except the Board shall pay its share of insurance premium costs of the insurance benefits, as specified in this Agreement, for an employee on unpaid child care leave for the remainder of the month during which the employee commences the

leave. An employee granted unpaid child care leave may elect to continue insurance benefits, as specified in this Agreement, during the period of a leave by employee payment of the entire premium costs for such insurance for the period of the leave. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first day of each month for which insurance is elected.

#### 11.09 UNPAID SABBATICAL LEAVE

- 11.0901 The Board, upon recommendation of the Superintendent, may grant an unpaid sabbatical leave of absence to qualified employees for the purpose of study, travel or for such other purposes as may be approved by the Board. All sabbatical leaves of absence shall be without pay and will be granted only upon prior written request.
- 11.0902 To be eligible for a sabbatical leave of absence an employee must have been employed by the Board for at least two (2) full consecutive school years.
- 11.0903 Sabbatical leave of absence shall not exceed two (2) school semesters.
- 11.0904 The number of employees granted sabbatical leaves of absence in any one (1) school year shall not exceed two percent (2%) of the total number of employees. If the number of employees requesting sabbatical leave of absence exceeds the number of such leaves available as determined by the Board, the granting of leaves shall be based on the estimated value of the leave to the individual employee and to the Winton Woods City School District, as determined by the Board, within its sole and exclusive discretion.
- 11.0905 An employee who receives a sabbatical leave of absence shall agree to return to service with the Board for a period of two (2) full school years following completion of the leave of absence.
- 11.0906 An employee who returns from a sabbatical leave of absence shall make such reports to the Superintendent of the employee's activities during the leave of absence as may be required by the Superintendent.
- 11.0907 Employees will be credited with time spent on sabbatical leave for purposes of salary step increases on the salary schedule, and for seniority or length of service purposes under any article of this Agreement but shall not be credited for paid personal business leave or paid sick leave accumulation purposes. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid sabbatical leave, except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an

employee on unpaid sabbatical leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid sabbatical leave may elect to continue insurance benefits, as specified in this Agreement, during the leave by employee payment of the entire premium costs for such insurance for the period of the leave. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first (1<sup>st</sup>) day of each month for which insurance coverage is elected.

#### 11.10 VOLUNTARY AND INVOLUNTARY UNPAID MEDICAL LEAVE

- 11.1001 Employees who have exhausted all accumulated paid sick leave under this Agreement and who desire to be absent from work due to the employee's illness, injury or pregnancy, must submit a written request for *unpaid medical leave with supporting verification from the attending physician*, as soon as possible, and all unpaid medical leave must be approved in writing by the Superintendent or designee.
- 11.1002 Voluntary unpaid medical leave shall be counted toward the employee's FMLA leave entitlement, but only to the extent that the employee is entitled to FMLA leave. When this occurs, the employee need only provide the Board with such notice as is practicable. Further, the employee need only provide a medical certification within fifteen (15) days after the employee requests the leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
- 11.1003 The Board shall have the right to place any employee on an involuntary medical leave of absence due to the employee's physical or mental disability. Said employee shall be entitled to a hearing on an unpaid involuntary medical leave of absence in accordance with Ohio Revised Code 3319.13 and 3319.16. An employee on an unpaid involuntary medical leave of absence may elect to use any accumulated paid sick leave days he/she may have under Section 11.03 of this Agreement, and if the employee so elects he/she shall be deemed to be on a paid sick leave under Section 11.03 of this Agreement during the period of time the employee receives paid sick leave.
- 11.1004 Unpaid medical leave will not exceed three hundred sixty-five (365) consecutive calendar days without renewal by the Board. The total period of unpaid medical leave, as approved by the Board, shall not exceed two (2) years.
- 11.1005 Employees will not be credited with time spent on unpaid medical leave for purposes of salary step increases on the salary schedule or for seniority or length of service purposes under any article of this Agreement or for paid personal business leave or paid sick leave accumulation purposes. An unpaid medical leave will not be considered an interruption of continuous

service for the purposes of reduction in force. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid medical leave, except that when voluntary unpaid medical leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid medical leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid medical leave may elect to continue the insurance benefits as specified in this Agreement, during the period of the leave, by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first (1<sup>st</sup>) day of each month for which the employee elects insurance coverage.

#### 11.11 ASSAULT LEAVE

- 11.1101 The Board will grant leave to an employee who is absent due to medical disability or required court appearance resulting from an assault which occurs in the course of Board employment. The employee may be granted up to forty (40) working days' assault leave unless additional days are approved under 11.1105. Thereafter, absence will be deducted from the employee's sick leave.
- 11.1102 Assault leave may not be granted under this policy unless the employee in question:
- A. Has a signed, written statement, on forms provided by the board, justifying the granting and use of assault leave.
  - B. Provides a letter from a licensed physician stating the nature and duration of the disability related to the assault and the necessity of absence from regular employment.
- 11.1103 Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.
- 11.1104 A teacher returning to duty following assault shall be returned to the same position as was held at the time of the incident.
- 11.1105 The Superintendent may grant additional assault leave days at the request of the employee. Any extension granted by the Superintendent will state the number of additional assault leave days granted. The Superintendent may require the employee to provide periodic medical updates in the same nature as the certificate referred to in 11.1102(B).

- 11.1106 The fact that an employee is on an assault leave or an extension of an assault leave will not delay the application for disability retirement available through the State Teachers Retirement System if the teacher is eligible.
- 11.1107 In no event shall an employee receive more than his or her daily rate of pay from all sources, including Workers' Compensation, sick leave, and assault leave which he or she may be eligible to receive.
- 11.1108 Employees will be credited with time spent on paid assault leave days for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board paid insurance premium costs.

#### 11.12 RIGHTS UPON RETURNING FROM LEAVE

- 11.1201 Employees shall be reinstated to active employment by the Board at the conclusion of any approved paid or unpaid leave of absence, except that employees may not be reinstated to any supplemental duty contract employment in effect at the time any unpaid leave was granted. When any part of the leave from which the employee is returning was counted toward the employee's FMLA leave entitlement and the supplemental duty contract has not yet expired, the employee will be reinstated to the supplemental duty contract employment. An employee may be denied reinstatement to active employment by the Board in the event of a reduction in force, in accordance with this Agreement, during the period of his/her approved leave of absence.
- 11.1202 Reinstatement to active employment by the Board at the conclusion of any approved paid or unpaid leave of absence shall be to any available job position within which the employee is properly certified and if the leave of absence is for less than sixty (60) consecutive workdays the employee shall be reinstated to his/her original non-supplemental duty position.
- 11.1203 Employee retirement contributions and other retirement rights for any leave of absence time shall be governed by the then applicable State Teachers' Retirement System laws, rules or regulations.
- 11.1204 Employees returning from an approved paid or unpaid leave of absence shall retain their non-supplemental individual employment contract status.
- 11.1205 An employee who works between sixty (60) and one hundred nineteen (119) workdays during a school year prior to an approved paid or unpaid leave of absence shall be credited for that school year with a half step for step placement on the salary schedule. An employee who works one hundred twenty (120) or more workdays during a school year prior to an approved paid or unpaid leave of absence shall be credited for that school year with a full step for step placement on the salary schedule.

11.13 ABSENCE FROM WORK WITHOUT APPROVAL OF LEAVE AND FAILURE TO RETURN FROM LEAVE

- 11.1301 Employees who are absent from work without approval of a leave of absence as specified in this Article XI, shall be subject to disciplinary action by the Board for just cause, except if the absent employee can prove that justifiable reasons existed for the absence without approval.
- 11.1302 Employees who fail to return from an approved leave of absence as provided for in this Article shall be subject to disciplinary action by the Board for just cause, except if the absent employee can prove that justifiable reasons existed for the absence without approval.
- 11.1303 Employees who are absent from work under Section 11.1301 above and employees who fail to return from an approved leave of absence under Section 11.1302 above, will receive paid sick leave or paid personal business leave for the days they are absent if the absent employee can prove that justifiable reasons existed for the absence and if the absent employee is eligible for paid sick leave or paid personal business leave under this Agreement.
- 11.1304 Employees who are absent from work under 11.1301 above and employees who fail to return from an approved leave of absence under 11.1302 above, and who do not have any accumulated paid sick leave or paid personal business leave or who are not eligible for paid sick leave or paid personal business leave for the days they are absent, but who prove that justifiable reasons existed for the absence, shall not be paid for the days of absence. The amount of pay lost for each day of absence shall be determined by dividing the employee's base salary by the number of workdays in the employee's individual employment contract year.

**ARTICLE XII:  
COMPENSATION**

**12.01 SALARY NOTICES**

In accordance with the Ohio Revised Code it is agreed that the Board will issue an annual salary notice to each employee covered by this Agreement.

**12.02 BASE SALARY**

12.0201 The base salaries of all full-time employees covered under this Agreement during the term of this Agreement shall be as set forth in the base salary schedule in Appendix E-1 of this Agreement, which is attached hereto and made a part hereof, and part-time employees who work less than a full contract year or a normal employee workday shall receive a pro-rata salary based on said salary schedules. Appendix E-1 shall be effective for 2011-2012, 2012-2013 and 2013-2014. The salary schedule index for Appendix E-1 is set forth in Appendix E-2 of this Agreement.

Experience and longevity steps will not be granted during the term of this contract. The freeze will not necessarily result in retroactive pay in future years.

12.0202 Each newly hired employee shall be given credit for up to a maximum of ten (10) years of experience for step placement on the salary schedule if such experience is obtained in one (1) or more of the following ways:

- A. Public elementary and public secondary school teaching experience in Ohio at the rate of one (1) year of credit for each year of experience up to a maximum of ten (10). The Superintendent may recognize up to five (5) additional years of service for initial salary schedule placement.
- B. Chartered non-public elementary and non-public secondary school teaching experience in Ohio at the rate of one (1) year of credit for each of the first five (5) years of experience and at the rate of one-half (1/2) year of credit for each of the next ten (10) years of experience;
- C. U.S. Government overseas dependent school teaching experience at the rate of one (1) year of credit for each of the first five (5) years of experience and at the rate of one-half (1/2) year of credit for each of the next ten (10) years of experience;
- D. Substitute employee teaching experience in the Board's District at the rate of one (1) year of credit for each one hundred twenty (120) normal workdays worked during a school year;

- E. Tutor experience in the Board's district at the rate of one-half (1/2) year of credit for each six hundred (600) hours of work during a school year;
- F. Active military service with the armed forces of the United States, but not to exceed five (5) years of credit (eight [8] months of continuous service within a partial calendar year shall be recognized as one [1] year of credit for military service purpose);
- G. Where employees obtain experience in other than the above areas in their respective academic fields which is of a unique value to the employee and to the Winton Woods City School District, the Superintendent may approve credit at the rate of one (1) year of credit for each of the first five (5) years of experience and at the rate of one-half (1/2) year of credit for each of the next ten (10) years of experience;
- H. Half steps will be allowed on the salary schedule for newly hired employees.
- I. Members of the bargaining unit who are newly hired by the Board of Education with less than two (2) years of service credit for the purpose of placement on the salary schedule will be placed at Step Two (2) of the appropriate training column on the salary schedule. Newly hired members of the bargaining unit placed on Step Two (2) of the salary schedule by virtue of the operation of this provision shall remain at that step of the salary schedule until that bargaining unit member has three (3) years of service credit for advancement on the salary schedule as provided in this Agreement. This provision shall not prevent a bargaining unit member's advancement along the training columns of the salary schedule.
- J. In the event the Board determines that "hard to fill" positions exist and it is necessary to increase the salary to offer, the Board may give credit for up to a maximum of fifteen (15) years of experience for step placement on the salary schedule. Each time the Board utilizes this provision, the Executive Director of Human Resources will notify the Association President in writing.

12.0203

For any teaching or tutor experience to be approved for step placement on the salary schedule, the employee must give proof to the Board of having been employed during (a) regular school year(s) and of having been on duty for a minimum of at least one hundred twenty (120) days during each school year. For employees who work less than one hundred twenty (120) days per school year, while employed as teachers or tutors, an annual evaluation shall be made by the Superintendent to determine proper step placement on the salary schedule. Such employees must, over a period of successive years, couple the equivalent of one (1) year's

experience, as defined above, in order to advance one step on the salary schedule. All adjustments in years of experience steps for salary schedule purposes will be made at the beginning of each school year.

12.0204 It is the responsibility of each employee qualifying for higher educational group placement on the salary schedule to supply the Board using a completed Salary Schedule Credit Verification Form (see Appendix N) with official proof of additional credits or degrees earned, including acceptable translations of credits or degrees earned at any foreign institutions, no later than September 1 in the fall and January 15 in the winter, of each school year, if a pay adjustment is to be made effective at the beginning of the second semester of that school year. Eligibility for the five (5) year educational group column requires a total of one hundred fifty (150) semester hours of college credit. Placement in the five (5) year educational group column will be made on the basis of either undergraduate or graduate credit from an accredited college or university. Placement in the MA+10, MA+20, or MA+30 educational group columns on the salary schedule will require that each ten (10) semester hours of credit must be graduate credit earned toward state certification or an advanced degree in a state certified college or university or in any graduate course work which directly relates to the employee's job performance in the Board's District which is approved by the Board or designees and all credit must have been earned after the completion of all requirements for the master's degree.

12.0205 For proper placement on the salary schedule, an employee must furnish an official transcript of credits, a valid teaching certificate, and if teaching experience outside the Board's District is to be granted for salary schedule placement purposes, documents proving such experience, and if armed forces experience credit is to be granted, a copy of the proper discharge or separation documents, to the Executive Director of Human Resources, no later than September 1 in the fall or January 15 in the winter of any school year. Upon submission of such information to the Board's Treasurer by the Executive Director of Human Resources, the employee will be moved to the proper placement on the salary schedule, retroactive to the beginning of the then current school year if the adjustment is made in September or to the beginning of the second semester if the adjustment is made in January, provided the documentation meets with the approval of the Executive Director of Human Resources. Failure of an employee to provide proper certification within sixty (60) calendar days after his/her first workday will result in the withholding of pay and may result in the discharge of the employee which shall be a discharge for just cause, as provided for in this Agreement

### 12.03 SUPPLEMENTAL LIMITED CONTRACT PAY

12.0301 Base salaries for extra duty coaching or student activity sponsor positions which were paid positions prior to the effective date of this Agreement

shall be increased by the same percentage as the BA step 0 column in the teacher's salary schedule for each year of this agreement. The listing of paid positions is in Appendix F-1. No experience steps will be granted for supplemental contracts during the 2011-2012, 2012-2013 and 2013-2014 school years.

- 12.0302 Employees employed under individual employee supplemental limited contracts in extra duty student activity positions which were not paid in accordance with Appendix F, will be paid for such future duty in such positions in accordance with this Section 12.03. The high school will receive six thousand dollars (\$6,000.00) each school year, the middle school will receive five thousand two hundred and fifty dollars (\$5,250.00) each school year, and each elementary school (buildings serving students in any configuration of grades Pre-K through 6) will receive three thousand two hundred and fifty dollars (\$3,250.00) each school year, which will be used to pay for those extra duty student activity positions which were not paid in accordance with Appendix F, and each building principal shall list the positions to be funded and the dollars to be paid for each position prior to filling the position, but in no event shall an employee receive less than a minimum of three hundred dollars (\$300.00) for any such extra duty positions at the high school or middle school during any school year.
- 12.0303 Nothing in this Agreement shall be construed to prohibit the Board from creating any new individual employee limited supplemental contract extra duty positions during the term of this Agreement.
- 12.0304 Nothing in this Agreement shall be construed to prohibit the Board from abolishing any individual employee limited supplemental extra duty position during the term of this Agreement.
- 12.0305 Nothing contained in this Agreement shall be construed to prohibit any employee from voluntarily accepting any extra duty position not listed in Appendix F without pay at any time during the term of this Agreement.
- 12.0306 Revisions and/or re-evaluations to the Supplemental Salary Schedule are to be made as follows:
- A. Requests for revision/re-evaluation of a supplemental position must be presented to either the Athletic Director, Fine Arts Facilitator, or immediate supervisor as appropriate, using the form attached hereto as Appendix S. The Athletic Director, Fine Arts Facilitator or immediate supervisor may comment on the request as he or she believes is appropriate, and shall return the form to the employee who submitted it after affixing his or her signature. The employee must then file the form with the Supplemental Review Team via the Human Resources Office by April 1 for consideration for the following school year. Examination of the requests for revision/re-evaluation will be acted upon by the team by April 30. If the job description is changed

after April 1 of any year, application must be made within thirty (30) days of the change, and it will be acted upon within thirty (30) days of receipt by the team.

- B. The review and re-evaluation process must consider the position in relation to like positions as well as in relation to all positions on the schedule.
- C. All requests are to be filed by completing and submitting the Supplemental Position Re-evaluation Request Form in Appendix S prior to the established deadline.
- D. The Supplemental Review Team will evaluate the request and make a decision relative to the approval, and communicate this decision to the Executive Director of Human Resources, the WWTA President, the employee who brought forward the request, and the immediate supervisor, Athletic Director, or Fine Arts Facilitator as appropriate. The Superintendent will forward the recommendations to the Board of Education if the Team confirms the need for a change which requires Board approval.
- E. The membership of the Supplemental Review Team shall include the District Treasurer, two (2) representatives selected by the WWTA (one High School and one Middle School representative, if possible), the Athletic Director, the Fine Arts Facilitator, and the Executive Director of Human Resources.

12.0307 Employees who have a regular teaching contract (primary job) and one or more supplemental contract(s) (secondary job) shall have the option of filing with the Treasurer's office a W-4 form for the primary job and a separate W-4 form for the secondary job. These forms will be accepted and implemented in accordance with the annual "payroll dates" published by the Treasurer's office. There can be no more than two (2) W-4 forms in effect at any time; one W-4 form for the primary job and one W-4 for the secondary job. The annual "payroll dates" will be provided to employees by the Treasurer's office and the Winton Woods Teacher's Association after it is published. Additionally, the Board will advise employees of this option when supplemental duty contracts are issued.

#### 12.04 EXTENDED SERVICE PAY

12.0401 Employees selected by the Board for extended service work in excess of one hundred eighty-five (185) workdays during an individual employee's limited or continuous individual employment contract year, shall be issued a supplemental limited contract for such extended service and shall be compensated under said contract in the amount of one-half of one percent (.05%) of the individual employee's base salary for each full workday of extended duty service as workday is defined in Section 10.02 of this

Agreement. Work of less than a full workday shall be paid only on a proportional basis. Extended service pay shall be based on the employee's individual base salary in effect when the work is performed.

12.0402 Those bargaining unit members holding supplemental contracts for extended time during the 1999-2000 school year in the following areas and who remain in that same position shall continue to receive extended time contracts for the number of days of extended service:

Guidance Counselors – 20 days  
School Nurses – 7 days  
Librarians – 20 days  
Gifted and Talented – 5 days

For those bargaining unit members holding supplemental contracts for extended time during the 1999-2000 school year in the area of Vocational (OWE/OWA/Marketing and Family Consumer Science) and who remain in that same position shall continue to receive the same "dollar" amount of compensation for the extended service. However, the number of days of extended time in the future under such contracts may be reduced by the Board after discussions with the Association. Future holders of these vocational extended time contracts will be compensated for the number of days of extended time, as determined by the Board, in accordance with the formula found in Section 12.0401.

#### 12.05 SUMMER SCHOOL, HOME INSTRUCTION, CURRICULUM AND TEXTBOOK COMMITTEE

12.0501 Employees who teach in the Board's District during summer school, and employees who teach in the Board's District as home instructors at any time or perform work on a District curriculum and textbook committee shall receive a base hourly rate of twenty six dollars (\$26.00) per hour of work effective on the effective date of this Agreement; twenty seven dollars (\$27.00) per hour of work effective August 1, 2011.

#### 12.06 NATIONAL BOARD CERTIFICATION STIPEND

A one-time stipend of \$1,500.00 will be paid by the Board to any member attaining certification by the National Board of Teaching Standards.

#### 12.07 EDUCATION OPTIONS PROCEDURE

Bargaining unit member participation in this program shall be on a voluntary basis.

**ARTICLE XIII:  
FRINGE BENEFITS**

**13.01 LIFE INSURANCE**

- 13.0101 The Board will provide group term life insurance coverage to eligible employees with full premium costs paid by the Board. Employees who are regularly scheduled to work twenty-two and one-half (22.50) or more hours per work week will be provided with group term life insurance coverage in an amount equal to their annual base salary as set forth in the salary schedules in Appendixes E-1 and E-2, rounded to the nearest one thousand dollars (\$1,000.00). Employees who are regularly scheduled to work between fifteen (15) and twenty-two and forty-nine one hundredths (22.49) hours per work week will be provided with group term life insurance coverage in an amount equal to one-half (1/2 their annual base salary as set forth in the salary schedules in Appendixes E-1 and E-2, rounded to the nearest one thousand dollars (\$1,000.00). Employees who are regularly scheduled to work less than fifteen (15) hours per week will not be provided with any group term life insurance coverage. New eligible employees will be covered by life insurance coverage on the first (1<sup>st</sup>) day of the month following commencement of their active employment by the Board.
- 13.0102 Employees who are between sixty-five (65) years of age and seventy (70) years of age shall receive sixty-five percent (65%) of the insurance coverage provided for in 13.0101 above.
- 13.0103 The Board shall not be obligated to make any premium payments under this Section 13.01 for employees who are suspended due to a reduction in force. Employees who are suspended due to a reduction in force may continue their group term life insurance coverage under this Section 13.01 during the suspension by employee payment of the entire premium costs for such insurance for the period of the suspension. Employee checks for insurance coverage shall be made payable to the insurance carrier and given to the Board's Treasurer or designee by the first day of each month for which life insurance is elected.
- 13.0104 The Board shall have the right to change the life insurance carrier providing the life insurance benefits under this Section 13.01 at any time, provided such benefits shall not be reduced.
- 13.0105 The employer will offer a voluntary life insurance plan. The cost of the plan will be borne by the employees who choose to enroll.

**13.02 DENTAL, VISION AND MEDICAL PLANS**

- 13.0201 Employees who are regularly scheduled to work twenty-two and one-half (22.50) hours or more per work week shall be provided with the Dental

Care Plus (7195 Plan C) single employee or family group dental coverage, whichever is applicable, for the duration of this Agreement. Employees who are regularly scheduled to work from fifteen (15) to twenty-two and forty-nine one hundredths (22.49) hours per work week shall be provided with only the existing single employee group dental coverage. Employees who are regularly scheduled to work less than fifteen (15) hours per work week will not be provided with any group dental coverage.

All costs for the group dental plan shall be shared. The Board shall pay ninety percent (90%) of the cost during the term of this Agreement and employees shall pay ten percent (10%) of the cost. Employees may enroll in the dental plan at the time of their initial employment or during the annual September open enrollment period.

13.0202 During the tenure of the Agreement, the Board's group health plan shall be the United Health Care Plan UHC Ohio — Choice Plus Plan 7 MR Modified. Employees shall contribute fifteen percent (15%) of the cost of such medical plan which shall be sheltered under the Board's Section 125 plan and collected via payroll deduction. The Board shall pay remaining eighty-five percent (85%) of the plan. As part of the health care benefits, employee out-of-pocket drug costs will be capped at a maximum of \$2,000 per year for single plans; \$3,000 per year for family plans, with a fund established to cover excess prescription costs. The cap shall be funded to a maximum of \$20,000 per year. The cap provision shall sunset at the end of the term of this Agreement and may be renegotiated into a future contract by agreement of the parties. Employees will request reimbursement pursuant to a plan to be developed cooperatively by the Board and WWTA. If such plans become unavailable, the Board and the Association will renegotiate the insurance coverage, but in no event, will the total insurance benefit package be reduced as a result of the negotiating process. Employees may enroll in the medical plan at the time of their initial employment or during the annual September open enrollment period.

- A. For employees who are regularly scheduled to work from fifteen (15) to twenty-two and forty-nine one hundredths (22.49) hours per work week, the Board will contribute to the premium of the single or family plan option as selected by the employee. The employer contribution will be an equal dollar amount to sixty percent (60%) of the United Health Care Plan noted above.
- B. Employees who are regularly scheduled to work less than fifteen (15) hours per work week shall not be eligible to participate in any medical plan. All plan costs not paid by the Board shall be paid by the employee.

- 13.0203 The Board shall have the right to change the medical plan carrier or carriers providing the medical benefits and specifications shall not be reduced and the carrier or carriers are licensed by the State of Ohio.
- 13.0204 The specifications of the Board's existing group medical plan options shall be contained in the benefit booklets provided by carrier.
- 13.0205 A Health Insurance Committee consisting of three (3) WWTA members appointed by the President and three (3) Board appointees will meet if called by either party to explore more cost effective plans.
- If changes in plan design, benefits or specifications become necessary due to lack of availability of the current plans, benefits or specifications, the health insurance committee will meet to explore alternative plans in an effort to come as close as possible to the current plan. If the committee is unable to reach consensus the language in 13.0206 will be implemented.
- 13.0206 The parties agree that should the Board implement any decrease in benefits or specifications regarding medical and/or dental plans, then Sections 12.0201, 12.03, 12.05, 13.02, and 13.09 will be reopened. The dispute resolution procedure in Section 17.05 shall be used if necessary.
- 13.0207 For the 2011-2012 school year, the Board may change insurance carriers if necessary to become a part of the newly forming insurance consortium currently being explored. The Board will consult with the insurance committee about any necessary changes in years two and three of the contract. Notwithstanding Sections 13.0202, 13.0205 and 13.0206, for the 2012-2013 school year and the 2013-2014 school year, there will be no change in health insurance benefit plan design unless the premium is projected to increase more than 10% over the previous year. If the premium is projected to increase more than 10%, the insurance committee will meet and propose plan design changes to bring the increase under 10%.

### 13.03 VISION CARE

The employer will offer a voluntary vision care plan through Eye-Med to members. The cost of the plan will be borne by employees who choose to enroll.

### 13.04 SEVERANCE PAY

An employee may elect, at the time of retirement, to be paid in cash for one-fourth (1/4) of the value of his/her accumulated, but unused, sick leave reserve, not to exceed a total of fifty (50) days at the employee's regular daily rate of pay. The regular daily rate of pay shall be calculated by dividing the employee's base salary during the employee's last individual employment contract year with the board by the number of workdays the employee was required to work under the employee's last individual employment contract with the board. Payment for sick leave on this basis shall eliminate all unused

sick leave reserve accrued by the employee up to the time of payment. Such payment shall be made only once to any employee, and the payment shall be made as early in the year following retirement as possible without forcing the Board to borrow funds to meet the payment but in no case will the payment be later than March 31 of the year following retirement. Verification of the effective date of retirement from the appropriate retirement system must precede any payment to the employee.

### 13.05 MILEAGE REIMBURSEMENT

Employees whose assignments require them to use their own personal vehicles to travel from building to building or to other assigned locations will have their mileage reimbursed by the Board at the IRS rate in effect on August 1 of each school year. To secure reimbursement, an employee must fill out the Board's mileage reimbursement form and submit it to the Board's Business Office.

### 13.06 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STATE TEACHERS' RETIREMENT SYSTEM

- 13.0601 For tax sheltering purposes only, the Board shall continue to designate and consider (i.e., "pickup"), each employee's mandatory contribution to the State Teachers Retirement System (STRS), as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to Federal and Ohio Income Tax, shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the STRS. No employee's total earnings paid by the Board shall be increased by application of this Section 13.06, nor shall the Board's contributions to the STRS or any other costs be increased thereby. The Association agrees that the Board assumes no other or further liability to any person or entity under this Section 13.06, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio Taxing Authorities. The Board shall have the right to immediately and unilaterally discontinue all its obligations under this Section 13.06, if so ordered by STRS and/or the Internal Revenue Service or Ohio Taxing Authorities, notwithstanding any provision contained in this Agreement to the contrary. Rules 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and the Rules of STRS, and such rules as the aforementioned agencies, including Ohio Taxing Authorities, may subsequently issue are applicable to the Board notwithstanding any provisions set forth in this Agreement.
- 13.0602 The "pickup" amount shall be included in the employee's annual base salary for the purposes of computing base salary, weekly rates of pay, daily rates of pay, hourly rates of pay and for determining pay or salary due to absence or for any other purpose under this Agreement.

### 13.07 RETIREMENT INCENTIVE PLAN

- 13.0701 An employee who has at least five (5) years of continuous uninterrupted service in the Board's School District prior to his/her retirement date, will qualify for participation in the retirement incentive plan as set forth in this Section 13.07.
- 13.0702 An employee who is otherwise qualified under Section 13.0701 above, must meet one (1) of the following criteria to receive any retirement incentive benefits under the plan:
- A. An employee with thirty (30) years of eligible service credit, but not to exceed thirty and ninety-nine one hundredths (30.99) years of eligible service credit, must retire at the end of the school year during which they accrue thirty (30) years, but not more than thirty and ninety-nine one hundredths (30.99) years, of eligible service credit or forever forfeit all of the benefits of the plan;
  - B. An employee with twenty-five (25) years of eligible service credit who is at least fifty-five (55) years of age qualifies for the retirement incentive plan, but will not again be eligible for the retirement incentive plan at age sixty (60) under paragraph (C) below, but may wait until he/she has accrued thirty (30) years of eligible service credit to retire and receive the benefit under paragraph (A) above, provided that this retirement incentive plan is still in effect at that time;
  - C. An employee with at least five (5) years of eligible service credit upon reaching age sixty (60) qualifies for the retirement incentive plan. Such an employee is not again eligible for the retirement incentive plan until twenty-five (25) years of eligible service credit is attained under paragraph (B) above, provided this retirement incentive plan is still in effect at that time.
- 13.0703 Notice of intent to retire under the retirement incentive plan must be received from the employee by the Superintendent or designee no later than April 1 of any school year.
- 13.0704 Upon retirement under the retirement incentive plan, an employee shall receive a payment, payable after January 1 of the year following retirement, based on the employee's regular daily rate of pay, of one-fourth (1/4) of the value of his/her unused accumulated sick leave reserve, not to exceed a total of fifty (50) days calculated pursuant to Section 13.04 of this agreement, and this retirement incentive payment shall exhaust all of an employee's rights to severance pay under Section 13.04 of this Agreement. In addition, the employee shall receive forty percent (40%) of the remainder of his/her unused accumulated sick leave reserve in a lump sum payment calculated pursuant to Section 13.04 of this Agreement payable at time of retirement. Examples:

- A.  $200 \text{ days} \div 4 = 50$ ;  $200 - 50 = 150 \times 40\% = 60$ ;  $50 + 60$  equal a total of 110 days.
- B.  $228 \text{ days} \div 4 = 57$  (may only use maximum of 50);  $228 - 50 = 178 \times 40\% = 71.2$ ;  $50 + 71.2$  equal a total of 121.2 days.

13.0705 Eligible service credit is defined as the total amount of service credit earned as a public employee under Ohio's School Employees Retirement System, Public Employees Retirement System and/or the State Teachers Retirement System. An employee must assume the responsibility of determining the service credit that may be purchased if the employee desires to purchase service credit. To be eligible for the benefits under this retirement incentive plan, a person must count all eligible service credit earned and/or purchased by the employee in meeting the twenty-five (25) year or thirty (30) year service levels. Age is defined as the age used by the School Employees Retirement System to make an employee eligible for retirement when coupled with the necessary eligible service credit.

13.0706 Under ordinary circumstances, retirement will become effective on June 30, at the end of the school year. Every effort will be made by the Board to accommodate an employee's retirement when age/service eligibility is met at other times. Payment of the retirement incentive will be made as early in the year following retirement as possible without forcing the Board to borrow funds to meet the payment, but in no case will the payment be later than March 31 of the year following retirement.

13.0707 Employees eligible for payment of unused accumulated sick leave as calculated in Section 13.0704 above will be paid as follows:

- a. Employees age 55 or older in the calendar year of separation of service forfeit cash rights to this payment in return for a payment of an equivalent value to a 403b Accumulated Leave Plan.
- b. Employees younger than 55 in the calendar year of separation will receive cash payment of this money.

### 13.08 LIABILITY OF BOARD

Nothing in this Article shall make the Board a self-insurer of insurance benefits or make the Board liable to pay any employee's insurance claim in the event any insurance carrier denies an employee's claim.

### 13.09 TUITION REIMBURSEMENT

- 13.0901 It is agreed that for the term of this Agreement a cap of forty thousand dollars (\$40,000.00) will be established on the annual amount appropriated by the Board for educational growth payments to employees.
- 13.0902 In order to qualify for this educational growth payment, an employee must teach in the Winton Woods Schools the year following completion of the work. To clarify, if an employee completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year, no later than October 1, if he/she is still teaching in the Winton Woods Schools.
- 13.0903 *Course of study selected is subject to prior approval of the Superintendent or designee. The employee shall submit the form attached hereto as Appendix M and a copy of the registration form to the Superintendent or designee prior to beginning the coursework to obtain approval. The payment shall apply only towards graduate work beyond the B.A. level acquired by the employee to meet certification or licensure requirements established by the State of Ohio for maintaining or upgrading their current certificate or license. Satisfactory evidence of successful completion of the course (certified transcripts) will be presented to the Superintendent or designee upon the completion of the course, and no later than September 1.*
- 13.0904 For approved college credit the amount payable to any employee shall be for up to a total of nine (9) hours per school year. In no event shall payment exceed the actual cost per semester hour. Quarter hours will be converted to semester hours for the purpose of reimbursement. The amount of the reimbursement per semester hour shall be determined by dividing the appropriated annual amount of forty thousand dollars (\$40,000) by the total number of semester hours completed and submitted. The resulting amount per semester hour shall be applied to the semester hours submitted and completed, up to nine (9) hours per school year.
- 13.0905 The year for disbursement purposes is defined as July 1 through June 30. The classes for any coursework must have started on or before June 30 in order for the employee to receive reimbursement by October 1. All qualified employees who take approved credit hours within this time period and submit their documentation in a timely manner will receive some reimbursement.
- 13.0906 For approved C.E.U./P.D.U. work, reimbursement will be for up to fifty percent (50%) of the workshop registration fee.

### 13.10 TAX SHELTER – 125 PLAN

- 13.1001 A Premium Only Plan will be offered to employees in a tax shelter 125 plan with no cost to the Board and no cost to the employees.
- 13.1002 An Expanded Option Plan with health care premium, eligible medical expenses and day care will be offered to employees at a cost to the board not to exceed ten thousand dollars (\$10,000.00) per year and at no cost to the employees.
- 13.1003 Money left in the Expanded Option Plan at the end of the calendar year and not expended for eligible medical expenses and day care will be forfeited. If the forfeiture amount exceeds the costs of administering the plan for that year, the remaining amount shall be placed in the "Stevie Lawler Memorial Award Fund."

**ARTICLE XIV:  
PAY PERIODS**

- 14.01 Employees will be paid two (2) times a month. Employees who do not carry benefits may choose to be paid in twenty (20) or twenty-four (24) installments. Employees who carry benefits will be paid in twenty-four (24) installments. The following conditions and restrictions will apply:
- 14.0101 Checks will be distributed on the fifteenth (15<sup>th</sup>) and last day of the month, except;
  - 14.0102 When one of these days falls on Saturday, payment will be made on the last working day for the Treasurer's office preceding the Saturday.
  - 14.0103 When one of these days falls on Sunday, payment will be made on the last working day for the Treasurer's office preceding the Sunday.
  - 14.0104 When one of these days falls on a holiday, payment will be made on the last preceding workday for the Treasurer's office.
- 14.02 No advances will be made against any payments due to any employee from the Board and checks will not be given out prior to the established time as specified above.
- 14.03 There will be no summer pick-up of checks from the Treasurer's office except for those regularly working during that period of time.
- 14.04 Separate checks may be issued at times other than regular payroll dates for assignments such as extracurricular activities and Saturday Study-Detention and payment for these assignments will be paid in two installments: one mid assignment the other at the conclusion of the assignment. Separate checks may be issued for assignments such as curriculum development, early entrance testing, workshop presentations, career education development, project coordination and other committee work and payment for these assignments will be on the next regular payroll date following ten (10) working days after completion of the assignment and submission of a timecard approved by the appropriate supervisor.
- 14.05 There will be no changes in pay options from twenty (20) to twenty-four (24) or from twenty-four (24) to twenty (20) during the employee's individual employment contract year. Exceptions will be available on request for those employees leaving the employ of the School District who wish to have their twenty-four (24) payments completed at the end of their work year. Under this exception all fringe benefits will terminate on the date the final paycheck is issued to the employee.
- 14.06 Applicable taxes, retirement deductions, annuities and credit union contributions will be divided among the pays as evenly as possible. Other deductions will be divided and taken out of alternate pays.

#### 14.07 PAYROLL DEDUCTIONS

14.0701 The Board will make voluntary payroll deductions on behalf of employees who elect such deductions, in writing, for life insurance premium payments, health and dental insurance premium payments, United Way contributions, OEA Fund For Children And Public Education contributions, supplemental disability insurance premium payments, cancer care program premium payments, tax sheltered annuity payments, credit union contributions or payments and such other deductions as may be approved by the Board or its designee. Deduction(s) may be authorized or cancelled at any time upon written notification to the Board Treasurer's office by the employee except in the case of a tax sheltered annuity payment. Requests for enrollment in and/or changes to a tax sheltered annuity and cancellations may be submitted at any time.

Enrollments and changes may occur at any time that the employee experiences a "change in life" status as that term is defined in the Internal Revenue Code, Section 125. Before deductions will be made for a tax sheltered annuity, the annuity must have at least five (5) employees enrolled in it who have authorized a deduction. However, tax sheltered annuities receiving payments from employees of the Board as of July 31, 1994 will continue to be recognized so long as one (1) employee is making a payment. If a tax sheltered annuity's enrollment drops to zero (0) then the annuity must demonstrate it has five (5) Board employees who have authorized payroll deductions before deductions will be made.

14.0702 The Board and the Association agree that the Board and the Association assume no other or further liability to any person or entity under this provision. Any penalties or assessments caused by an employee's actions under this provision shall be the responsibility of and assumed by the employee.

14.0703 Deductions shall be forwarded to the appropriate agency within five (5) workdays of the deduction assuming a bill is received.

#### 14.08 ELECTRONIC TRANSFERS

An employee's salary shall be paid by electronic transfer to a financial institution of the employee's choosing each pay date. If the pay date is not a regularly scheduled workday, the electronic transfer shall be made in accordance with Section 14.01.

**ARTICLE XV:  
EMPLOYEE MEDICAL EXAMINATIONS**

- 15.01 Each newly hired employee, at the employee's expense, shall give satisfactory evidence of his/her physical and mental health to the Board prior to commencing employment. The Board may require each new employee to successfully complete a medical examination by a nurse employed by the Board and/or by a physician selected by the Board or its designee and all such examinations shall be at the Board's expense.
- 15.02 All new employees, at the employee's expense, will be required to submit satisfactory evidence of a negative tuberculin test and/or negative chest x-ray prior to commencing employment.
- 15.03 The Board or its designee reserves the right to require an employee to submit to a medical examination by a licensed physician of his/her choice and, if determined necessary by the Board, by a licensed physician chosen by the employee from a list of five (5) Board designated licensed physicians, both examinations paid for by the Board, to determine the employee's ability to perform the duties of the employee's job prior to approving or placing any employee on any unpaid leave of absence under Section 11.10 of this Agreement or any paid sick leave under Section 11.03 of this Agreement. The Board shall have the right to require any employee to submit to a medical examination, by a licensed physician of his/her choice prior to the employee's return to work from any unpaid medical leave of absence under Section 11.10 of this Agreement or any paid sick leave under Section 11.03 of this Agreement. The physician(s) conducting the examination(s) will only supply their recommendations and not the specific reasons concerning the ability to perform the duties of the job to the Superintendent, the Board and the employee. Should a dispute occur concerning the Board's decision to approve or place an employee on an unpaid medical leave of absence or paid sick leave, the recommendations of the physician(s) can be disclosed to the Board's and Association's representatives and the referee and courts who are involved in resolving the dispute as provided by and in accordance with Ohio Revised Code Sections 3319.13 and 3319.16.
- 15.04 Nothing in this Agreement shall be construed to waive the physician-patient privilege provided by the Ohio Revised Code.

**ARTICLE XVI:**  
**ALTERNATIVE EDUCATION PROGRAM (AEP)**

- 16.01 Due to the unique needs of the students they serve, members working in the AEP will have the variations listed in this Section from the terms and conditions of employment for other members covered by this Agreement. All other terms and conditions of employment for teachers assigned to the AEP and not listed below, will be consistent with those of other members and as detailed throughout this Agreement.
- A. The student year begins one week earlier than the regular school calendar and the staff year begins three (3) days earlier than the regular staff work year.
  - B. The AEP teachers will attend the district and building level meetings on the first teacher work days.
  - C. Because of the early start, the Project Success programs will not meet during the week of Thanksgiving and teachers in the AEP will not be in attendance at that time.
  - D. Teachers in the AEP will attend four (4) evening parent conferences (one per quarter, lasting 2 ½ hours each) and evening training sessions. The amount of time attending the evening training sessions shall not be more than the total amount of after-school time provided in the Collective Bargaining Agreement (Section 10.0202 A, C and D). The AEP teachers will also attend six (6) evening parent-training sessions that will be two (2) hours in length for each session.
  - E. Two additional hours will be held in reserve in the event it is necessary to lengthen the day as provided in Section 10.0202, provided there is at least a seventy-two (72) hours notice to the AEP staff.
  - F. Each AEP teacher shall have a forty-five (45) minute lunch and sixty (60) minute to seventy-five (75) minutes per day for preparation. This preparation time shall be provided in an equitable manner to each AEP teacher.
  - G. The workday for an AEP teacher will not exceed four hundred and forty (440) minutes per day except as otherwise provided in this agreement.
- 16.02 The representatives for the board and the Association shall review the AEP operation and determine if there is any need to modify its operation and the requirements of the AEP teachers for subsequent years.

**ARTICLE XVII:  
SEVERABILITY**

If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation, or order issued by any governmental authority, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended, and be of no effect thereafter, so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions of this Agreement which shall continue in full force and effect. In the event of suspension or invalidation of any provision of this Agreement, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE XVIII:  
NEGOTIATIONS PROCEDURE**

**18.01 PROCEDURE**

- 18.0101 Either the Association or the Board may initiate negotiations by a "Notice to Negotiate" forwarded to the other party no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the Agreement, or sixty (60) days prior to the date of a currently negotiated re-opener. Within fifteen (15) working days of transmittal of said notice, the parties shall hold their first negotiations session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.
- 18.0102 Each bargaining team shall consist of no more than eight (8) persons of which one shall be designated the spokesperson. Each team may be allowed to have two (2) additional persons at any one time attend as consultant(s). Such person(s) shall not be considered as a part of the bargaining team. All bargaining shall be conducted by said teams.
- 18.0103 Neither party in any negotiations shall have any control over the selection of the negotiating team or bargaining representatives of the other parties.

**18.02 GOOD FAITH, EXCHANGE OF FACTS AND VIEWS**

Both parties shall bargain in good faith. Facts, opinions, proposals, and counter-proposals may be exchanged freely between the parties in an effort to reach understanding and agreement. The teams will be cloaked with the authority to bargain and reach tentative agreement. Neither party shall be forced to make a concession.

**18.03 SCOPE OF BARGAINING**

Negotiable matters shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

**18.04 AGREEMENT**

When final agreement is reached through negotiations, it shall be reduced to writing and submitted for ratification to the Association. The Association shall vote on ratification of the tentative agreement at a general membership meeting. Upon ratification, the Association President shall notify the Superintendent in writing who shall then submit the ratified agreement to the Board for adoption within seven (7) days of notification. Upon official adoption by the Board, the agreement shall be signed by both parties.

### 18.05 DISPUTE SETTLEMENT PROCEDURE

- 18.0501 In the event that negotiations for a new Master Contract do not result in an agreement, the parties agree to utilize the resolution procedure as provided in 4417.14 of the Ohio Revised Code.
- 18.0502 All costs of the fact-finder not paid by the State of Ohio will be shared equally by the parties.

### 18.06 IN-TERM CONTRACT BARGAINING

- 18.0601 If, during the term of the contract, bargaining is necessary due to severability or a scheduled re-opener provision in the contract, the parties shall meet and bargain in accordance with the provisions of Sections 18.01 through 18.04 above, and/or Article XVII, if applicable. The dispute settlement procedure shall be the same process as outlined in Section 18.05 except that the call for the mediator shall be made twenty (20) days from the first bargaining session, the call for fact-finding shall be made *any time after the twentieth (20<sup>th</sup>) day after the first mediation session, and the fact-finder shall issue his or her report within fifteen (15) days after the fact-finding hearing.*
- 18.0602 If in-term contract bargaining occurs for any other reason, the parties shall negotiate for no more than twenty (20) days, after which the parties shall request the assistance of a mediator through the Federal Mediation and Conciliation Service (FMCS). If no resolution is achieved within an additional twenty (20) days after the first mediation session, the process shall be considered concluded and impasse shall exist between the parties, unless the time period is extended by mutual agreement. The participation of the Board and/or the Association in in-term bargaining shall not prejudice or prevent any grievance by the Association or Unfair Labor Practice (ULP) charge by either party nor be construed as an admission by either party that any such grievance or ULP charge has merit. Following the conclusion of in-term bargaining without resolution of the issue or issues, either party shall have an additional period of time equal to the original filing period in which to file such grievance or, subject to the requirements of the State Employment Relations Board, a ULP charge.

**ARTICLE XIX:  
CONCLUSION**

**19.01 DURATION**

This Agreement shall be in effect from June 30, 2011 through June 29, 2014.

**19.02 COMPLETE AGREEMENT**

Both the Board and the Association agree that this instrument represents the entire complete Agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the Board and the Association. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this Agreement are superseded by this Agreement. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are not contrary to or inconsistent with the terms of this Agreement, but which are not expressly incorporated into this Agreement, shall continue in effect until changed or discontinued by the Board after fulfilling any bargaining obligation it may have to the Association under Ohio law.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
after adoption and approval of this entire Agreement by the Board by resolution,  
pursuant to 4117.10(B) of the Ohio Revised Code, have set their hands and seals this  
30th day of June, 2011.

FOR THE BOARD:

By John Pennycuff  
John Pennycuff, Board President

By Camille Nasbe  
Camille Nasbe, Superintendent

By Randy Seymour  
Randy Seymour, Treasurer

FOR THE ASSOCIATION:

By Elisa Middleman  
Elisa Middleman, President

By Melissa Webb  
Melissa Webb, Bargaining Chair



APPLICATION FOR UNPAID CHILD CARE LEAVE  
Winton Woods City Schools

DIRECTIONS: Please carefully read Section 11.08 of the Collective Bargaining Agreement which governs Unpaid Child Care Leave.

Name \_\_\_\_\_ Date \_\_\_\_\_  
month/day/year

School & Assignment \_\_\_\_\_

Date Received by Superintendent or Designee: \_\_\_\_\_

1. Expected date of birth or adoption: \_\_\_\_\_  
month/day/year

2. Requested date of leave to begin: \_\_\_\_\_  
month/day/year

3. Requested date of return to work from leave: \_\_\_\_\_  
month/day/year

I have read Section 11.08 of the Collective Bargaining Agreement which governs Unpaid Child Care Leave.

\_\_\_\_\_  
Signature

TO BE COMPLETED BY SUPERINTENDENT OR DESIGNEE:

Recommendation to Board of Education: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved  
Reason for disapproval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board Date

\_\_\_\_\_  
Superintendent or Designee

cc: Superintendent  
Treasurer  
File

APPLICATION FOR PAID PERSONAL BUSINESS LEAVE DAYS  
Winton Woods City Schools

[To be submitted to the employee's immediate supervisor  
three (3) days in advance of leave day.]

Date: \_\_\_\_\_

I, \_\_\_\_\_, hereby serve notice that I shall be absent from duty for  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  
 $\frac{3}{4}$ , 1, 2, 3 (circle one) day(s) on \_\_\_\_\_.

I further certify that such leave is necessary for the observance of religious holidays that require my total abstinence from work, for business of a personal nature that is not under my control and cannot be conducted at a time other than on my workday and during my work time, or for substitution for unpaid FMLA leave.

I have read the Personal Business Leave Section (Section 11.02) of the Collective Bargaining Agreement (reproduced on the reverse side of this form) and affirm that the use of the above-stated time is within the limits of that provision.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Supervisor

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

pc to employee

11.02 PAID AND UNPAID PERSONAL BUSINESS LEAVE

- 11.0201 All employees shall earn a minimum of three (3) personal business leave days for each school year of employment with the Board. These days shall be granted as paid days of absence for the observance of religious holidays that require total abstinence from work or for personal business that is not under the control of the employee and that cannot be conducted at a time other than on an employee's workday and during an employee's work time, or for substitution for unpaid FMLA leave. Fractional days must be used when the absence does not require a full day's absence, except when paid personal business leave is substituted for unpaid FMLA leave. No paid or unpaid personal business leave shall be deducted from an employee's accumulated sick leave reserve.
- 11.0202 An application for paid personal business leave shall be made to the employee's immediate supervisor at least three (3) days in advance of the leave day on the form attached hereto and made a part hereof as Appendix C. The requirement of advance notice shall be waived by the immediate supervisor because of emergency conditions that prevent the giving of advance notice.
- 11.0203 For good and sufficient reason(s) approved by the Superintendent or designee, personal business leave with pay or without pay may be approved beyond the limitations set forth in Section 11.0201 above. A letter from the employee outlining the extreme extenuating circumstances must be presented to the Superintendent or designee for advance written approval of personal business leave with pay or without pay which is beyond the limitations set forth in Section 11.0201 above, except the requirement of advance notice shall be waived by the Superintendent or designee because of emergency conditions that prevent the giving of advance notice.
- 11.0204 An employee's failure to follow the procedures of this Article or an employee's use of personal business leave for reasons other than those specified in Section 11.0201 or Section 11.0203 above, shall constitute a willful violation of this Agreement by the employee and shall constitute just cause for disciplinary action.
- 11.0205 Employees will be credited with paid or unpaid personal business leave time for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal leave, and paid sick leave accumulation. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid personal business leave, except that when such leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid personal business leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid personal business leave may elect to continue the insurance benefits as specified in this Agreement, during the period of the leave, by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective carriers and given to the Board's Treasurer or designee by the first (1<sup>st</sup>) day of each month for which the employee elects insurance coverage.
- 11.0206 If a member has one or more paid personal business leave days remaining unused at the end of the school year, two (2) days will be added to the member's sick leave balance and reflected in the first pay check in July.

APPLICATION FOR PAID SICK LEAVE

Winton Woods City Schools

Employee's Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
School Assigned: \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_

The undersigned says that he/she is hereby making application for the use of sick leave days and that the use of such sick leave days is justified for the following reason:

1. Reason for use of leave:

- A. \_\_\_\_\_ Personal illness or pregnancy
- B. \_\_\_\_\_ Personal injury
- C. \_\_\_\_\_ Personal exposure to contagious disease
- D. \_\_\_\_\_ Illness, injury or death in immediate family

2. If A, B, or C is checked above, was medical attention required? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. If "yes" please state the name and address of the physician and the dates consulted.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dates consulted: \_\_\_\_\_

4. If "D" is checked above, please give the name, address and relationship of such members of your immediate family.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_

5. I hereby request \_\_\_\_\_ day(s) of sick leave beginning at \_\_\_\_\_ AM/PM on \_\_\_\_\_,  
20\_\_\_\_\_, and ending \_\_\_\_\_ AM/PM on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Employee

If disapproved state reasons:

**WINTON WOODS CITY SCHOOL DISTRICT  
 2011-2012, 2012-2013, 2013-2014 TEACHERS SALARY SCHEDULE**

Increase 0.00%  
 Base \$35,836

Step	Bachelor's	Five-Year	Master's	MA+10	MA+20	MA+30	PhD
0	35,836	37,449	39,133	39,452	39,770	40,089	40,408
0.5	36,642	38,291	40,014	40,333	40,652	40,971	41,290
1	37,449	39,133	40,896	41,215	41,534	41,853	42,171
1.5	38,291	40,014	41,815	42,134	42,453	42,772	43,091
2	39,133	40,896	42,734	43,053	43,372	43,691	44,010
2.5	40,014	41,815	43,697	44,016	44,334	44,653	44,972
3	40,896	42,734	44,659	44,978	45,297	45,615	45,934
3.5	41,815	43,697	45,664	45,983	46,302	46,620	46,939
4	42,734	44,659	46,669	46,988	47,307	47,626	47,945
4.5	43,697	45,664	47,719	48,038	48,357	48,676	48,995
5	44,659	46,669	48,769	49,088	49,407	49,726	50,045
5.5	45,664	47,719	49,866	50,185	50,503	50,822	51,141
6	46,669	48,769	50,962	51,281	51,600	51,919	52,238
6.5	47,719	49,866	52,109	52,428	52,747	53,066	53,385
7	48,769	50,962	53,256	53,575	53,893	54,212	54,531
7.5	49,866	52,109	54,455	54,774	55,092	55,411	55,730
8	50,962	53,256	55,653	55,972	56,291	56,610	56,929
8.5	52,109	54,455	56,906	57,225	57,543	57,862	58,181
9	53,256	55,653	58,158	58,477	58,796	59,115	59,434
9.5	54,455	56,906	59,466	59,785	60,104	60,423	60,742
10	55,653	58,158	60,774	61,093	61,412	61,731	62,050
10.5	56,906	59,466	62,141	62,460	62,779	63,098	63,417
11	58,158	60,774	63,509	63,827	64,146	64,465	64,784
11.5	59,466	62,141	64,937	65,256	65,575	65,893	66,212
12	60,774	63,509	66,365	66,684	67,002	67,321	67,640
12.5		64,937	67,857	68,176	68,495	68,814	69,133
13		66,365	69,350	69,669	69,987	70,306	70,625
13.5			70,511	70,830	71,149	71,468	71,786
14			71,672	71,991	72,310	72,628	72,947
16	62,262	67,853	73,160	73,479	73,797	74,116	74,435
20	64,282	69,872	75,179	75,498	75,817	76,136	76,455
25	66,832	72,422	77,730	78,049	78,368	78,687	79,005

WINTON WOODS CITY SCHOOL DISTRICT

Salary Schedule Index (based on FY 2011 schedule)

Step	Bachelor's	Five-Year	Master's	MA+10	MA+20	MA+30	PhD
0	1.00000	1.04500	1.09200	1.10090	1.10979	1.11869	1.12759
0.5	1.02250	1.06850	1.11660	1.12550	1.13440	1.14329	1.15219
1	1.04500	1.09200	1.14120	1.15010	1.15899	1.16789	1.17679
1.5	1.06850	1.11660	1.16685	1.17575	1.18464	1.19354	1.20244
2	1.09200	1.14120	1.19250	1.20140	1.21029	1.21919	1.22809
2.5	1.11660	1.16685	1.21935	1.22825	1.23714	1.24604	1.25494
3	1.14120	1.19250	1.24620	1.25510	1.26400	1.27289	1.28179
3.5	1.16685	1.21935	1.27425	1.28315	1.29204	1.30094	1.30984
4	1.19250	1.24620	1.30230	1.31120	1.32009	1.32899	1.33789
4.5	1.21935	1.27425	1.33160	1.34050	1.34939	1.35829	1.36719
5	1.24620	1.30230	1.36090	1.36980	1.37869	1.38759	1.39649
5.5	1.27425	1.33160	1.39150	1.40040	1.40929	1.41819	1.42709
6	1.30230	1.36090	1.42210	1.43100	1.43989	1.44879	1.45769
6.5	1.33160	1.39150	1.45410	1.46300	1.47189	1.48079	1.48969
7	1.36090	1.42210	1.48610	1.49500	1.50389	1.51279	1.52169
7.5	1.39150	1.45410	1.51955	1.52845	1.53734	1.54624	1.55514
8	1.42210	1.48610	1.55300	1.56190	1.57080	1.57969	1.58859
8.5	1.45410	1.51955	1.58795	1.59685	1.60574	1.61464	1.62354
9	1.48610	1.55300	1.62290	1.63180	1.64070	1.64959	1.65849
9.5	1.51955	1.58795	1.65940	1.66830	1.67719	1.68609	1.69499
10	1.55300	1.62290	1.69590	1.70480	1.71369	1.72259	1.73149
10.5	1.58795	1.65940	1.73405	1.74295	1.75184	1.76074	1.76964
11	1.62290	1.69590	1.77220	1.78110	1.78999	1.79889	1.80779
11.5	1.65940	1.73405	1.81205	1.82095	1.82985	1.83875	1.84764
12	1.69590	1.77220	1.85190	1.86080	1.86969	1.87859	1.88749
12.5		1.81205	1.89355	1.90245	1.91135	1.92024	1.92914
13		1.85190	1.93520	1.94410	1.95299	1.96189	1.97079
13.5			1.96760	1.97650	1.98540	1.99430	2.00319
14			2.00000	2.00890	2.01779	2.02669	2.03559
16	1.73742	1.89342	2.04152	2.05042	2.05931	2.06821	2.07711
20	1.79377	1.94977	2.09787	2.10676	2.11566	2.12456	2.13346
25	1.86494	2.02094	2.16904	2.17794	2.18684	2.19574	2.20463

WINTON WOODS CITY SCHOOL DISTRICT

SUPPLEMENTAL POSITIONS

Group 1:

HS Band Director  
HS Choral Director  
HS Football Varsity Head Coach  
MS Athletic Director

Group 6:

HS Baseball Varsity Assistant Coach  
HS Basketball Freshman Coach  
HS Bowling Head Coach  
HS Cross Country Head Coach  
HS Football Freshman Coach  
HS Golf Head Coach  
HS Soccer Reserve Coach  
HS Soccer Varsity Assistant Coach  
HS Softball Varsity Assistant Coach  
HS Tennis Head Coach  
MS Choral Accompanist  
MS Choral Director

Group 2:

District Orchestra  
HS Band Director Assistant  
HS Basketball Varsity Head Coach  
HS Choral Director Assistant  
HS Strength Training Coach

Group 7:

HS Baseball Reserve Coach  
HS Softball Reserve Coach  
HS Track Assistant Coach  
HS Volleyball Assistant Coach  
HS Wrestling Assistant Coach  
HS Basketball Coach - 7th  
MS Basketball Coach - 8th  
MS Cheerleading - 7th  
MS Cheerleading - 8th  
MS Football Coach  
MS Intramural Director  
MS Volleyball - 7th & 8th  
MS Track Coach

Group 3:

HS Cheerleading - Combines  
HS Play Director - Spring  
MS Band Director

Group 4:

District Departmental Facilitator  
HS Basketball Varsity Associate Coach  
HS Drill Team  
HS Football Varsity Associate Coach  
HS Football Coach - Assistants  
HS Play Director - Fall  
HS Soccer Head Coach  
HS Yearbook  
MS Assistant Band Director

Group 8:

HS Academic Quiz Team Advisor  
HS Newspaper  
HS Student Council  
HS Soccer Coach - 9th grade  
MS Football Assistant Coach  
MS Production Assistant  
MS Track Assistant

Group 5:

HS Auditorium Supervisor  
HS Baseball Varsity Head Coach  
HS Basketball Reserve Coach  
HS Softball Varsity  
HS Track Head Coach  
HS Volleyball Head Coach  
HS Wrestling Varsity Head Coach

WINTON WOODS CITY SCHOOL DISTRICT

SUPPLEMENTAL SALARY GROUPS

Supplemental Salary Index

	LEVELS OF EXPERIENCE				
	1-3	4-6	7-9	10-12	13+
Group 1	22.00%	24.00%	26.00%	28.00%	30.00%
Group 2	13.50%	15.00%	17.50%	19.00%	21.00%
Group 3	11.50%	13.00%	14.50%	16.00%	18.00%
Group 4	9.00%	10.50%	12.00%	13.50%	15.00%
Group 5	8.00%	9.00%	10.00%	11.50%	13.00%
Group 6	5.50%	6.50%	7.50%	8.50%	9.50%
Group 7	5.00%	6.00%	7.00%	8.00%	9.00%
Group 8	3.00%	4.00%	5.00%	6.00%	7.00%

Index will be applied to the teachers' bachelor's base to prepare the supplemental salary schedules annually. Employee will remain at experience level for three years.

Supplemental Salary Schedule

Effective June 30, 2011 through June 29, 2014

Base \$ 35,836

	LEVELS OF EXPERIENCE				
	1-3	4-6	7-9	10-12	13+
Group 1	7,884	8,601	9,317	10,034	10,751
Group 2	4,838	5,375	6,271	6,809	7,526
Group 3	4,121	4,659	5,196	5,734	6,450
Group 4	3,225	3,763	4,300	4,838	5,375
Group 5	2,867	3,225	3,584	4,121	4,659
Group 6	1,971	2,329	2,688	3,046	3,404
Group 7	1,792	2,150	2,509	2,867	3,225
Group 8	1,075	1,433	1,792	2,150	2,509

WINTON WOODS CITY SCHOOLS

REQUEST FOR PROFESSIONAL LEAVE

Name: \_\_\_\_\_  
Date: \_\_\_\_\_ School: \_\_\_\_\_  
Event/Activity: \_\_\_\_\_  
Location: \_\_\_\_\_ Dates: From \_\_\_\_\_ Through \_\_\_\_\_  
Date(s) of Absence from school: \_\_\_\_\_ Sub. Required? Yes \_\_\_\_\_ No \_\_\_\_\_

How does this relate to building/district goals? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU MUST ATTACH DOCUMENTATION OF CONFERENCE DATES, LOCATION, AND REGISTRATION COSTS.  
A PHOTOCOPY OF THE REGISTRATION FORM WILL USUALLY SUFFICE.

ESTIMATE OF EXPENSES: *Accurate estimate of all probable expenses is required.*

REGISTRATION FEE:

(Please check.) This includes: \$ \_\_\_\_\_  
Some Meals \_\_\_\_\_ Lodging \_\_\_\_\_ Materials \_\_\_\_\_ Fee Only \_\_\_\_\_

PREPAYMENT REQUESTED? PLEASE READ CAREFULLY:

YES \_\_\_\_\_ Only if you wish C.O. to prepay.  
NO \_\_\_\_\_ You will pay registration fee and claim reimbursement  
after you have attended the conference.

PREPAYMENT WILL ONLY BE MADE FOR REGISTRATION FEES OF \$35.00 OR MORE.

LODGING: Single \_\_\_\_\_ Double \_\_\_\_\_ Per Night \_\_\_\_\_ \$ \_\_\_\_\_

TRAVEL: (Please check.) Car\_ ( \_\_\_\_\_ miles at the August 1, I.R.S. Rate)  
Air \_\_\_\_\_ Bus \_\_\_\_\_ Train \_\_\_\_\_ (fare) \$ \_\_\_\_\_

MEALS: (Estimate three meals per day @ \$20.00 daily.  
We will pay actual costs only. Must submit receipts.) \$ \_\_\_\_\_

MISCELLANEOUS: (Airport parking, ground transportation while at  
Meeting, etc.) Specify: \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL ESTIMATED EXPENSES: \$ \_\_\_\_\_

SUPERVISOR'S APPROVAL

APPROVED:

\_\_\_\_\_  
Supervisor Date

\_\_\_\_\_  
Superintendent or Designee Date

Denied for the following reason: \_\_\_\_\_

FOR OFFICE USE ONLY. THIS COPY TO APPLICANT \_\_ BUSINESS OFFICE \_\_

APPENDIX H  
(This form is available online)

WINTON WOODS CITY SCHOOLS

REQUEST FOR REIMBURSEMENT OF EXPENSES FOR PROFESSIONAL LEAVE

Date Submitted: \_\_\_\_\_

Name: \_\_\_\_\_

Event: \_\_\_\_\_

Location: \_\_\_\_\_

Dates of Attendance: From \_\_\_\_\_ To: \_\_\_\_\_

REIMBURSEMENT REQUESTED FOR: (Include, but label, all prepaid expenses.)

TRAVEL: \_\_\_\_\_ MILES AT THE August 1, I.R.S. Rate \_\_\_\_\_ \$ \_\_\_\_\_  
OR other travel \_\_\_\_\_ \$ \_\_\_\_\_

LODGING: \_\_\_\_\_ nights at \_\_\_\_\_ per night \$ \_\_\_\_\_  
single \_\_\_\_\_ double \_\_\_\_\_ \$ \_\_\_\_\_

MEALS: \$ \_\_\_\_\_

MISCELLANEOUS:  
(specify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL OF ALL EXPENSES: \$ \_\_\_\_\_

SUBTRACT TOT OF PREPAID ITEMS: \$ \_\_\_\_\_

TOTAL AMOUNT NOW DUE PAYEE: \$ \_\_\_\_\_

APPROVED FOR PAYMENT: \_\_\_\_\_ SIGNATURES:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Superintendent or Designee

WINTON WOODS CITY SCHOOLS

PROCEDURE FOR REIMBURSEMENT FOR PROFESSIONAL LEAVE

Reimbursement Request

- 1.0 Carefully and thoroughly complete the Request for Reimbursement of Expenses for Professional Leave (Form B-12R). Reflect your expenses fairly and accurately.
- 2.0 Attach to Form B-12R itemized bills, statements, or receipts for expenses. Every attempt should be made to obtain a receipt for any expense when a reimbursement is expected. The state auditor requires that expenses for the items below must have documentation for reimbursement.
  - 2.1 Travel by airlines, train, and bus.
  - 2.2 Ground travel, excluding taxi.
  - 2.3 Lodging.
  - 2.4 Food.
  - 2.5 Registration fees.
  - 2.6 Parking.
  - 2.7 Tolls (highway and bridges).
- 3.0 Submit the form and receipts to your principal/supervisor within ten (10) days of your return from the approved meeting.
- 4.0 The principal/supervisor will submit them to the Superintendent or designee for approval.
- 5.0 Reimbursement for all properly expended and documented costs will be made to you by check from the Treasurer's Office.
- 6.0 Reimbursement will only be made for those expenditures given approval on the Request for Professional Leave form. Example: Application for Professional Leave form does not show your request for mileage; however, when completing the request for Reimbursement of Expenses form request for payment of mileage is included. That request and ones similar to this example will not be honored (paid for).

### Arrangements and Reimbursement Guidelines

- 1.0 Meals. Twenty Dollars (\$20.00) per day is a planning estimate for meals. This amount is neither an automatic allowance nor an exact limit, and since actual expenses will vary, appropriate allowances will be made. Expenditures for alcoholic beverages and entertainment are not reimbursable. Meals taken in a hotel or motel where you are staying may be charged to your room and included in room statement.
- 2.0 Travel. When traveling by car exact mileage is reimbursable up to the number of miles where the cost is equal to the cost of public transportation. When the reimbursement would exceed the cost of public transportation, only the public transportation costs are allowable. If you travel with a person(s) from another school district(s), the expenses should be shared by the districts. If you travel by plane, it is preferred that you obtain your ticket on your own, perhaps using a deferred billing plan, and include the cost in your claim for reimbursement. If you cannot follow this procedure, your principal/supervisor will determine if the Superintendent will approve other arrangements. Travel by bus or train when appropriate is permitted.
- 3.0 Lodging. If you share a room with another person(s), your hotel or motel statement must accurately reflect your share of the cost.
- 4.0 Other Expenses. Other necessary and reasonable expenses will be reimbursed with proper documentation, if required. Itemized gratuities are not reimbursable as they are not considered to be proper expenditure of public funds.
- 5.0 Registration fees. Reimbursement for the registration fee will be limited to the member registration costs when the meeting is sponsored by the group or organization of the person's major job responsibility. (i.e., An employee who attends a convention will be reimbursed at the rate charged to members of the organization. If the employee is not a member, the employee will be expected to pay the difference between the member and nonmember registration fee.)

WINTON WOODS CITY SCHOOLS

APPLICATION FOR ASSAULT LEAVE

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_  
School Assigned \_\_\_\_\_ Submitted \_\_\_\_\_  
Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Date \_\_\_\_\_  
By \_\_\_\_\_

The undersigned says that he/she is hereby making application for the use of assault leave days and that the use of such assault leave days is justified for the following reasons:

1. Reason for use of leave:

2. Was medical attention required? Yes \_\_\_\_\_ No \_\_\_\_\_

3. If "yes", please state the name and address of the physician and the dates consulted.

Name \_\_\_\_\_

Address \_\_\_\_\_

Dates Consulted\* \_\_\_\_\_

\*Please see 11.1102(B) on back of form.

4. Have criminal charges been filed? Yes \_\_\_\_\_ No \_\_\_\_\_

5. I hereby request \_\_\_\_\_ day(s) of assault leave beginning

\_\_\_\_\_ A.M./P.M., \_\_\_\_\_, 20\_\_\_\_\_, and ending

\_\_\_\_\_ A.M./P.M., \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of employee

If disapproved, state reasons:

11.11 ASSAULT LEAVE

- 11.1102 Assault leave may not be granted under this policy unless the employee in question:
- B. Provides a letter from a licensed physician stating the nature and duration of the disability related to the assault and the necessity of absence from regular employment.

WINTON WOODS CITY SCHOOLS

REQUEST FOR PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE

Employee's Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

School Assigned \_\_\_\_\_

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

The undersigned says that he/she is hereby making application for the use of jury duty and subpoenaed witness duty leave days as per 11.05 of the Collective Bargaining Agreement.

1. Reason for use of leave (please indicate type of leave):

2. I hereby request \_day(s) of jury duty and subpoenaed witness duty leave beginning

\_\_\_\_\_ A.M./P.M., \_\_\_\_\_, 20\_\_\_\_\_, and ending

\_\_\_\_\_ A.M./P.M., \_\_\_\_\_, 20\_\_\_\_\_.

Please note that an employee must return to work while on jury duty or witness duty if the employee is released for any day or days of jury duty or witness duty by the court of administrative agency (see Section 11.05 on back of form).

3. Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

If disapproved, state reasons:

\_\_\_\_\_  
\_\_\_\_\_

11.05 PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE

- 11.0501 When an employee must serve on jury duty or is subpoenaed to appear as a witness at a court or public administrative hearing in which the employee is not a party or the subject of the hearing, the employee shall give the Superintendent or designee as much advance written notice of the jury or witness duty as possible, and the employee will be released from duty for each day of required jury duty or witness duty service. An employee must return to work while on jury duty or witness duty if the employee is released from any day or days of jury duty or witness duty by the court or administrative agency.
- 11.0502 The Board will pay an employee absent from work due to jury or subpoenaed witness duty under Section 11.0501 above. Any compensation or fee provided to the employee by the court, administrative agency or party to the dispute may be retained by the employee to cover incidental expenses of jury or witness service.
- 11.0503 Employees will be credited with time spent on paid jury duty and subpoenaed witness duty leave for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board-paid insurance premium costs.



Qualifying meetings:

1. ETM – Evaluation Team Meeting
2. 504 – Section 504 of the Rehabilitation Act
3. IEP – Individual Education Program
4. Program Review
5. ITP – Individual Transition Plan
6. IAT – Intervention Assistance Team
7. CIP – Continuous Improvement Plan, including High Schools That Work  
(limited to 2 hours/month)
8. BIT – Behavior Intervention Team
9. Parent – initiated conferences arranged through the school office
10. Manifestation Meeting
11. PSAT Testing (Payable only to Counselors)
12. Financial Aid Night (Payable only to Counselors)
13. Post-Secondary Options Night (Payable only to Counselors)
14. College Fair (Payable only to Counselors)
15. Fall College Meeting for Seniors (Payable only to Counselors)
16. Freshman Orientation (Payable only to Counselors)
17. Extra Scheduling Night (Payable only to Counselors)
18. Senior Honors Night (Payable only to Counselors)
19. Eighth Grade Parent Night (Payable only to Counselors)

WINTON WOODS CITY SCHOOLS  
TUITION REIMBURSEMENT APPLICATION  
& COMPLETED COURSEWORK CONFIRMATION

NAME \_\_\_\_\_ DATE \_\_\_\_\_

I wish to apply for reimbursement for the following credits:

University or College: \_\_\_\_\_

Name and Number of Course \_\_\_\_\_

Number of hours: Quarter hrs: \_\_\_\_\_ Semester hrs: \_\_\_\_\_

Cost per Credit Hour: \_\_\_\_\_

Date of First Class: \_\_\_\_\_

**(Tuition Reimbursement Application must be submitted prior to the first date of the class)**

\_\_\_\_\_ College Registration Form Attached – including actual cost of tuition

---

*To be completed after coursework:*

\_\_\_\_\_ College Transcript Attached – must be received by September 1st confirming successful completion of coursework

For Office Use Only

Received – Date \_\_\_\_\_ Initial \_\_\_\_\_

WINTON WOODS CITY SCHOOLS

SALARY SCHEDULE CREDIT VERIFICATION FORM

This form must be accompanied by an official transcript for placement on the salary schedule.

Name \_\_\_\_\_

Date \_\_\_\_\_

Salary schedule change requested:

\_\_\_\_\_ Five (150 Semester Hours)

\_\_\_\_\_ MASTERS

\_\_\_\_\_ MA + 10

\_\_\_\_\_ MA + 20

\_\_\_\_\_ MA + 30

The attached documentation indicates an increase of (indicate number)

\_\_\_\_\_ undergraduate semester\* hours

\_\_\_\_\_ graduate semester\* hours

To date, I have accumulated (indicate total number)

\_\_\_\_\_ undergraduate semester\* hours

\_\_\_\_\_ graduate semester\* hours

\_\_\_\_\_  
(Signature of Employee)

\*To convert quarter Hours to semester hours, divide quarter hours by 1.5.

For Office Use Only

\_\_\_\_\_  
(Date Received)

\_\_\_\_\_  
(Date Returned)

\_\_\_\_\_  
(Signature)

WINTON WOODS CITY SCHOOLS

REQUEST FOR CLASSROOM OBSERVATIONS BY NON-EDUCATIONAL PERSONNEL

Student's Name: \_\_\_\_\_ Grade: \_\_\_\_\_

School: \_\_\_\_\_ Teacher: \_\_\_\_\_

Person Requesting the Observation: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Time: \_\_\_\_\_

Purpose of Observation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person completing this form: \_\_\_\_\_

Date: \_\_\_\_\_

Approval of observation: \_\_\_\_\_

When a person is in a building owned and/or operated by the Board of Education for any purpose, they will be expected to act and conduct themselves in a courteous fashion. Verbal or physical intimidation will not be permitted. Visitors shall not be allowed to videotape or audiotape students in the classroom as it violates the privacy rights of students unrelated to the visitor.

To maintain the healthy learning environment, which is vital to all students, visitors to the classroom are expected to observe classroom and school rules. The teacher may end the observation if these rules are violated.

Visitors are to be silent observers and should refrain from interacting with the teacher or students during the observation. If the observer wishes to confer with the teacher a conference can be scheduled for a later time, when students are not present. Prior to the scheduling of additional observations a conference will be held with the classroom teacher, the building administrator and the observer to discuss purpose and anticipated outcomes.

Original to building principal.

Copy to classroom teacher.

Copy to parent prior to observation along with school district guidelines regarding conduct of visitors to school property.



CONTINUING CONTRACT APPLICATION

Name \_\_\_\_\_ Building Assignment \_\_\_\_\_

Years in District \_\_\_\_\_ Total Years of Experience \_\_\_\_\_

Type of Certificate/License currently held \_\_\_\_\_

Please circle appropriate level of education:

Masters      MA+10      MA+20      MA+30

Did you have Continuing contract status in your previous employment? \_\_\_\_\_

**ELIGIBILITY REQUIREMENTS**

Winton Woods City Schools requires that four formal observations be conducted in any year the employee will be considered for a continuing contract.

The requirements of the Ohio Revised code are printed on the back of this form.

**OHIO REVISED CODE**

§ 3319.08 Teacher employment and re-employment contracts.

(D) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

- (1) Any teacher holding a professional, permanent, or life teacher's certificate;
- (2) Any teacher who meets the following conditions:
  - (a) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.
  - (b) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
  - (c) The teacher has completed the applicable one of the following:
    - (i) 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 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;
    - (ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
- (3) Any teacher who meets the following conditions:
  - (a) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
  - (b) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
  - (c) The teacher has held an educator license for at least seven years.
  - (d) The teacher has completed the applicable one of the following:
    - (i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board of education shall adopt;
    - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

(E) Division (D) of this section applies only to continuing contracts entered into on or after the effective date of this amendment. Nothing in that division shall be construed to void or otherwise affect a continuing contract entered into prior to that date.

Notwithstanding any provision to the contrary in Chapter 4117 of the Revised Code, the requirements of division (D)(3) of this section prevail over any conflicting provisions of a collective bargaining agreement entered into on or after the effective date of this amendment.

(F) Wherever the term "educator license" is used in this section without reference to a specific type of educator license, the term does not include an educator license for substitute teaching issued under section 3310.226 of the Revised Code.



WINTON WOODS CITY SCHOOL DISTRICT  
SUPPLEMENTAL POSITION RE-EVALUATION REQUEST FORM

I. To be Completed by Applicant:

I hereby request re-evaluation of the following supplemental position:

Position \_\_\_\_\_

Present Salary Group \_\_\_\_\_ Requested Salary Group \_\_\_\_\_

Reason for Request (request should be accompanied by data such as: salary comparisons, including comparable job description for Fort Ancient Valley Conference and Hamilton County Schools of comparable size, number of students being supervised, number of coaches currently employed, additions to job description and by whom added, unique circumstances specific to the request)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

II. To be Completed by Athletic Director, Fine Arts Facilitator, or Immediate Supervisor:

Comments on the Request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Athletic Director, Fine Arts Facilitator  
Or Immediate Supervisor

III. To be Completed by the Supplemental Review Team:

IV. Recommend Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

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Date

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Signature of Chairperson

WINTON WOODS CITY SCHOOL DISTRICT

Contract Year

ANNUAL EMPLOYEE INTERVIEW RECORD

CERTIFICATED STAFF MEMBER'S NAME:      *NAME*

Present School – *SCHOOL*

Present Assignment – *ASSIGNMENT*

PREFERENCES FOR NEXT SCHOOL YEAR: (check)

- wish to return to same school/assignment
- desire building change (will complete Professional Interest Survey form)
- will request assignment change (i.e. grade level, course subject, etc.)
- will request job change (i.e. teacher to counselor, counselor to administrator, etc.) (will complete Professional Interest Survey form)
- leaving (if retiring, letter of intent must be submitted prior to April 1<sup>st</sup>)
- will request leave of absence (child care, sabbatical, unpaid medical, etc.)

PLACEMENT ON SALARY SCHEDULE (BASE SALARY ONLY) FOR 200 -200 :

Training –                                      Winton Woods Experience –                                      Sem. Hours –  
Salary Step –                                      Salary –

Note: Official transcripts validating additional training — where change in salary is anticipated — must be submitted with a note indicating the desire for salary adjustment to the personnel office no later than September 1<sup>st</sup>.

CONTRACT STATUS:

Is on a                                      contract expiring  
(NOTE: If you are on a continuing contract, no expiration date will be listed.)

CERTIFICATION STATUS: (*Please review carefully*)

Grade:                                      expiring  
(NOTE: If you have a permanent certificate, no expiration date will be listed.)

STAFF EVALUATION & DEVELOPMENT PLACEMENT FOR 200 -200 :

I have read the section dealing with assignments (Section 10.12) of the Collective Bargaining Agreement between the Winton Woods City School District Board of Education and the Winton Woods Teachers' Association affiliated with the SWOEA, the OEA, and the NEA and realize that this conference fulfills the requirement that my building principal/designee, supervisor will hold an annual interview to discuss the above items with me.

To the best of my knowledge, the information recorded above is correct on this date.

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Interviewer's Signature

DATE OF INTERVIEW: \_\_\_\_\_ TIME: \_\_\_\_\_

SPECIAL NOTES, IF ANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principals/Supervisors: This form must be returned to the office of the Executive Director of Human Resources by \_\_\_\_\_  
DATE

WINTON WOODS CITY SCHOOL DISTRICT

CLASSROOM PREPARATION HOURS LOG

NAME \_\_\_\_\_  
 Social Security # \_\_\_\_\_

Date \_\_\_\_\_  
 Position \_\_\_\_\_  
 Building \_\_\_\_\_

\*Fill in the date and hours for any extra time worked PRIOR TO AND IN PREPARATION FOR THE START OF THE SCHOOL YEAR along with the reason for the time.

CP – Classroom Preparation

	Date	Hours	Reason	Date	Hours	Reason	Date	Hours	Reason
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									

Total hours submitted \_\_\_\_\_

\_\_\_\_\_  
 Employee Signature

Due to the Principal by September 1.

\_\_\_\_\_  
 Supervisor Signature

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
WINTON WOODS TEACHERS' ASSOCIATION  
AND WINTON WOODS CITY SCHOOL DISTRICT

WHEREAS, the parties agree that additional elective choices will enhance the learning environment in a middle school setting, and;

WHEREAS, students benefit from more instruction from licensed teachers, and;

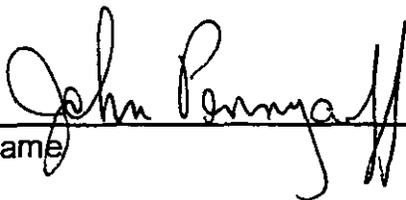
WHEREAS, innovative measures must be taken at the Middle School to improve student achievement;

NOW, THEREFORE, WWTA and the Board agree to pilot for one year a six bell teaching day at the Middle School under the following terms and conditions:

1. All employees may be required to teach six (6) bells per day so long as the total academic class load per employee does not exceed one hundred and fifty-five (155) students in an eight (8) bell day.
2. Elective teachers may opt to teach seven (7) bells in lieu of a duty bell. In this case, the total academic class load per employee will not exceed one hundred seventy (170) students.
3. No Middle School teacher shall have more than three (3) preps per day.
4. After school student help sessions do not qualify as a "teaching bell" under this pilot.
5. Facilitators will not be scheduled for after school "help sessions."
6. No later than April 1, 2012, the Parties shall meet to negotiate whether to maintain and extend this pilot, modify the pilot, or end the pilot.

For the Board

For the Association

  
Name \_\_\_\_\_ Date 6/30/11

  
Name \_\_\_\_\_ Date 6/30/11