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NEGOTIATED AGREEMENT

Between The

WADSWORTH EDUCATION ASSOCIATION

And The

WADSWORTH BOARD OF EDUCATION

July 1, 2012 - June 30, 2014

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I. RECOGNITION	1
1.01 TERMS OF RECOGNITION.....	1
1.02 WITHDRAWAL OF RECOGNITION	1
ARTICLE II. NEGOTIATING PROCEDURE	2
2.01 GOOD FAITH NEGOTIATIONS.....	2
2.02 TIMETABLE FOR NEGOTIATIONS.....	2
2.03 NEGOTIATION MEETINGS	3
2.04 ASSISTANCE AND STUDY COMMITTEES	4
2.05 EXCHANGE OF INFORMATION	4
2.06 NEWS RELEASE.....	4
2.07 ALTERNATIVE NEGOTIATIONS	4
2.08 AGREEMENT	4
ARTICLE III. GRIEVANCE PROCEDURE.....	5
3.01 GRIEVANCE DEFINED	5
3.02 RIGHT OF THE INDIVIDUAL.....	5
3.03 RIGHTS OF THE ASSOCIATION.....	5
3.04 TIME LIMITS	6
3.05 HEARINGS	7
3.06 PROCEDURAL STEPS	7
ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS	9
4.01 RIGHT TO PAYROLL DEDUCTION OF DUES.....	9
4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS	10
4.03 RIGHT TO INFORMATION	11
4.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES.....	12
4.05 RIGHT TO INVOLVEMENT IN CURRICULUM PLANNING.....	13
4.06 RIGHT TO PLAN IN-SERVICE DAY	14
4.07 AGENCY FEE.....	14
ARTICLE V. SALARIES AND REIMBURSEMENTS	16
5.01 SALARY SCHEDULE.....	16
5.02 PAYROLL PRACTICES	18
5.03 PAYROLL DEDUCTIONS.....	19
5.04 SUBSTITUTE TEACHERS.....	21
5.05 SEVERANCE PAY	22
5.06 REIMBURSEMENT FOR MILEAGE	23
5.07 FBI CHECK.....	23
ARTICLE VI. INSURANCE.....	24
6.01 GENERAL PROVISIONS	24

TABLE OF CONTENTS

(continued)

	Page
6.02 PREFERRED PROVIDER ORGANIZATION (PPO)	25
6.03 TERM LIFE INSURANCE	25
6.04 DENTAL INSURANCE.....	25
6.05 INSURANCE COMMITTEE.....	28
ARTICLE VII. LEAVE PROVISIONS	29
7.01 SICK LEAVE	29
7.02 PERSONAL LEAVE.....	32
7.03 PAID ADOPTION LEAVE.....	34
7.04 JURY DUTY	34
7.05 LEAVE PURSUANT TO SUMMONS OR SUBPOENA	34
7.06 ASSAULT LEAVE	35
7.07 PROFESSIONAL LEAVE	37
7.08 PROFESSIONAL GROWTH LEAVE.....	37
7.09 UNPAID CHILD CARE LEAVE	38
7.10 OTHER UNPAID LEAVES.....	39
7.11 RIGHTS UPON RETURN FROM UNPAID LEAVE.....	39
7.12 FAMILY AND MEDICAL LEAVE	39
7.13 MILITARY LEAVE.....	43
ARTICLE VIII. INDIVIDUAL RIGHTS	43
8.01 INDIVIDUAL CONTRACTS	43
8.02 NONRENEWAL OF LIMITED TEACHING CONTRACT.....	45
8.03 TERMINATION OF TEACHING CONTRACT.....	46
8.04 DISCIPLINARY PROCEEDINGS	46
8.05 SENIORITY	46
8.06 PERSONNEL FILES.....	48
8.07 EVALUATION.....	49
8.08 NO REPRISAL.....	54
8.09 COMMUNICABLE DISEASES.....	54
8.10 OCCUPATIONAL SAFETY AND HEALTH.....	55
8.11 THIRD-PARTY COMPLAINTS	55
ARTICLE IX. WORK YEAR AND WORKDAY	56
9.01 WORK YEAR	56
9.02 WORKDAY.....	57
9.03 MEETINGS OUTSIDE OF THE WORKDAY	58
9.04 MEETINGS WITHIN THE WORK DAY	59
9.05 ENCORE SCHEDULES	59
ARTICLE X. WORKING CONDITIONS.....	60
10.01 SUBSTITUTE TEACHERS.....	60
10.02 PREPARATION OF REPORTS	60
10.03 STUDENT/TEACHER ASSIGNMENT	60

TABLE OF CONTENTS

(continued)

	Page
10.04 INCLUDED STUDENTS.....	61
10.05 PROFESSIONAL DEVELOPMENT.....	62
10.06 RESIDENT EDUCATOR	64
10.07 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	65
10.08 RESPONSE TO INTERVENTION (RTI) TEAM	66
10.09 CLASS SIZE.....	67
10.10 MASTER TEACHER.....	67
ARTICLE XI. ASSIGNMENT AND CHANGES OF ASSIGNMENT OF PERSONNEL	 68
11.01 VACANCY.....	68
11.02 TRANSFER	69
11.03 AUTHORITY	71
ARTICLE XII. REDUCTION IN STAFF	71
12.01 NEED TO REDUCE STAFF.....	71
12.02 METHOD OF REDUCTION	71
12.03 NOTICE OF REDUCTION IN STAFF	72
12.04 RIGHTS WHILE ON SUSPENSION	72
12.05 RECALL.....	73
12.06 RESTORATION OF BENEFITS	74
12.07 EFFECT OF THIS ARTICLE	74
12.08 POSITIONS	74
ARTICLE XIII. JOB-SHARING	74
13.01 JOB-SHARING	74
ARTICLE XIV. ELECTRONIC INSTRUCTION OCCURRING OUTSIDE OF THE WORKDAY.....	 76
ARTICLE XV. EFFECTS OF AGREEMENT	76
15.01 DEFINITION OF TERMS	76
15.02 NONDISCRIMINATION.....	76
15.03 CURRENT BOARD POLICIES	76
15.04 IMPLEMENTATION.....	77
15.05 SEVERABILITY	77
15.06 AGREEMENT REPRODUCTION AND DISTRIBUTION	77
15.07 MANAGEMENT RIGHTS	77
ARTICLE XVI. DURATION AND RATIFICATION.....	78
16.01 DURATION.....	78
16.02 CERTIFICATION OF TENTATIVE AGREEMENT	78
16.03 CERTIFICATE OF RATIFICATION.....	78

APPENDICES

APPENDIX A	GRIEVANCE PROCEDURE FORM
APPENDIX B	GRIEVANCE DECISIONS
APPENDIX C-1	SALARY SCHEDULE EFFECTIVE 2012-2014
APPENDIX C-2	SMALL GROUP INSTRUCTOR SALARY SCHEDULE
APPENDIX C-3	HOURLY TUTOR RATES
APPENDIX D	SUPPLEMENTAL SALARY SCHEDULE: 2012-2014
APPENDIX E-1	FORMATIVE OBSERVATION FORM
APPENDIX E-2	SUMMATIVE EVALUATION FORM
APPENDIX E-3	SCHOOL COUNSELOR EVALUATION
APPENDIX E-4	NOTICE OF UNSATISFACTORY PERFORMANCE/PERFORMANCE IMPROVEMENT PLAN
APPENDIX F	SMALL GROUP TEACHERS AND TUTORS
APPENDIX G-1	SICK LEAVE POOL DONATION FORM
APPENDIX G-2	APPLICATION TO USE SICK LEAVE POOL
APPENDIX G-3	SICK LEAVE APPROVAL FORM
APPENDIX H	HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK
APPENDIX I	NOTIFICATION OF PERSONAL LEAVE USE
APPENDIX J	EMPLOYEE REPORT OF INJURY
APPENDIX K	JOB SHARING APPLICATION FORM
APPENDIX L	LEAVE VERIFICATION / REQUEST FORM
APPENDIX M	VOLUNTARY TRANSFER REQUESTS
APPENDIX N	SCHEDULE OF INSURANCE COVERAGE

WADSWORTH CITY SCHOOLS

Formative Observation Form

PREAMBLE

This Master Agreement (hereinafter referred to as the “Agreement”) made and entered into by and between the Wadsworth City Board of Education (hereinafter referred to as the “Board”) and the Wadsworth Education Association/Ohio Education Association (OEA)/National Education Association (NEA) (hereinafter referred to as the “Association”) this 2nd day of October, 2012, sets forth all agreements of the parties, and supersedes all prior written and oral understandings.

ARTICLE I. RECOGNITION

1.01 TERMS OF RECOGNITION

A. Recognition Defined

The Board recognizes the Association as the sole and exclusive representative of the bargaining unit defined in Section 1.01B, below.

B. Bargaining Unit Defined

1. The bargaining unit represented by the Association shall consist of all regular certificated/licensed personnel on an annual salary under a written teacher’s contract now or subsequently employed by the Board, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Psychologists, and other administrative or supervisory personnel. Also included in the bargaining unit are: full-time and hourly small group teachers and tutors who are required to hold a certificate/license and required to work on site during the workday and work year per Sections 9.01 and 9.02, herein. Terms and conditions of their employment are governed by Appendix F (Small Group Teachers and Tutors).
2. For the purpose of this Section, “other administrative or supervisory personnel” shall include any employee having the authority to hire, transfer, assign, promote, discharge or discipline a bargaining unit member, or having the responsibility to make recommendations thereon, except in regard to a supplemental contract on Appendix D where a Head Coach may make a recommendation(s) regarding an Assistant Coach without affecting the Head Coach’s bargaining unit status.

1.02 WITHDRAWAL OF RECOGNITION

Recognition of the Association shall continue until it is withdrawn or a new bargaining representative is selected pursuant to Ohio Revised Code (O.R.C.) 4117.

ARTICLE II. NEGOTIATING PROCEDURE

2.01 GOOD FAITH NEGOTIATIONS

“Good Faith” negotiation, as provided for in this Article includes, but not by way of limitation, reasonable positions on bargainable issues; an indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional, or administrative judgment in setting forth, evaluating or declining to agree to proposals; a search for counterproposals to proposals not accepted; refraining from unexplained changes in position; and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession. Representatives of the Board and the Association shall participate in negotiations freely, without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation participation or to failure to reach agreement in the course of negotiations.

2.02 TIMETABLE FOR NEGOTIATIONS

A. Notice of Intent to Open Negotiations

Unless a new bargaining representative is elected pursuant to Article 1.02, either party to this Agreement desiring to negotiate items which are proper subjects of negotiations, will notify the other party in writing. Such notice shall be given during the week containing March 1 of the year in which this Agreement expires. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the Association President. Monday is considered the first day of the week.

B. Initial Meeting

Within ten (10) days after receipt of such notice, but not later than the tenth (10th) day of March of the year in which this Agreement expires, an initial meeting will be held at which each party will submit in writing its proposal(s) with specific desired contract language, and thereafter additional items shall not be submitted by either party unless the other party consents thereto. Topical listings of items proposed for negotiation (“laundry lists”) shall constitute a clear failure of compliance with this Article and shall be disregarded.

C. Mediation

1. If agreement is not reached by June 1, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist them. Mediation conducted under the auspices of the FMCS shall continue until the expiration of the Agreement, and if the parties mutually agree, may continue thereafter.
2. The mediation procedure set forth in this Section constitutes the parties mutually agreed upon exclusive settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. Section 4117.14. The Association reserves the right to strike under O.R.C.

4117 after expiration of the Agreement and providing it gives ten (10) days written notice in a manner and form required by O.R.C. 4117.

2.03 NEGOTIATION MEETINGS

A. Time of Meetings

Meetings shall be scheduled at reasonable intervals, places and times as agreed to by both parties.

B. Frequency of Meetings

1. Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require, at each meeting, decision on the date, time, and place of a subsequent meeting.
2. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

C. Attendance at Meetings

1. Representation at all negotiation meetings shall be limited to six (6) representatives of the Board which includes the Board's legal counsel and six (6) representatives of the Association which includes the OEA Labor Relations Consultant. All negotiations shall be conducted exclusively between said negotiating teams.
2. In addition to the representatives provided for above, each party may, at its discretion, have up to one (1) observer present. Association observers shall be Association members, and Board observers shall be Board members or Board supervisory or administrative employees. Other persons shall not be observers unless both parties consent.
3. Negotiation meetings shall be closed to the press and the public.

D. Caucuses

Either party may recess for caucuses of reasonable length at any time.

2.04 ASSISTANCE AND STUDY COMMITTEES

A. Consultants

Either party may call upon professional and lay persons (consultants) to consider and make suggestions concerning matters under discussion. The expense of said consultant(s) shall be borne by the party requesting same. Said consultant(s) may be questioned during the negotiating session by either party.

B. Committees

The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties creating the committee(s).

2.05 EXCHANGE OF INFORMATION

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue(s) under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested items.

2.06 NEWS RELEASE

Either party may issue news releases once a mediator is requested.

2.07 ALTERNATIVE NEGOTIATIONS

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternative negotiations procedure (e.g., Interest Based bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

2.08 AGREEMENT

A. Tentative Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by a representative of each party when the tentative agreement is reached.

B. Final Tentative Agreement

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the Association membership for ratification. Upon approval by the Association, the tentative agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as policy of the Board.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 GRIEVANCE DEFINED

A “grievance” is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

A grievance shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator hearing the grievance has authority to make a decision.

3.02 RIGHT OF THE INDIVIDUAL

A. Representation

1. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by no more than two (2) Association representatives, its affiliates and/or OEA counsel.
2. Nothing contained herein will be construed as limiting the right of a bargaining unit member having a problem to discuss the matter informally with an appropriate member of the Administration, and to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and state its views. Such resolution of a grievance shall not be considered precedent binding on the Association in future grievances. Any time a grievance proceeds beyond the first level, it is recommended that a bargaining unit member have a representative present.

B. No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any Board member or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

3.03 RIGHTS OF THE ASSOCIATION

A. Notice of Decisions

Decisions rendered at each level will be made in writing on the forms hereto attached, setting forth decision(s) and the reason(s) therefore, and will be transmitted promptly to the grievant, the Association President and the Administrator against whom the grievance was filed.

B. Class Action Grievance

A grievance seeking specific relief for more than one (1) bargaining unit member may be filed by the Association on behalf of all affected bargaining unit members. The identity of those individual members allegedly affected will be disclosed to the administration no later than Step III.

C. Withdrawal of Support

Before the grievance is taken to the next level, the Association has the option of withdrawing its support. However, the grievant may continue to process the grievance through Level III, provided the procedural steps outlined in this Agreement are followed.

3.04 TIME LIMITS

A. Maximum Limits

The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by agreement of the parties.

B. Date of Formal Filing

If a written grievance (Level II) is not filed within thirty (30) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived.

C. Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

D. Failure of Administrator to Respond

Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

E. Recess Period

1. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits based on calendar days until resolution of such grievance.
2. The Association representative handling the grievance and the Superintendent may mutually agree to extend any or all steps to a time certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.
3. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at resolution shall be postponed until the return to school following the Recess. However, the Association President and the Superintendent or, if the grievant is not represented by the Association, the grievant and the Superintendent may

mutually agree to process the grievance during the Recess. The parties shall so agree when irreparable injury would result from a postponement.

3.05 HEARINGS

A. Time of Hearings

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

B. Structure of Hearings

All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded the parties. Each hearing shall have provision for: initial presentation by the grievant's case, presentation by the Administration of the Administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any and all of the foregoing.

3.06 PROCEDURAL STEPS

A. Level I (Initial Discussion)

If a bargaining unit member believes there is a basis for a grievance, he/she must first discuss the matter with his/her Principal or Immediate Supervisor in an effort to resolve the problem. During the meeting, the member will advise the Principal or Immediate Supervisor that the discussion is intended to be a Level I grievance meeting.

B. Level II (Supervisor)

1. If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Principal or Immediate Supervisor within thirty (30) days as prescribed in Section 3.04 (B), above, he/she may begin the procedure by submitting the written grievance on the form attached hereto, (Appendix A), to his/her Principal or Immediate Supervisor with a copy to the Association President.
2. Within seven (7) days of receipt of the form, the Principal or Immediate Supervisor shall render a written decision. The decision reached at this time will be recorded in Level II of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

C. Level III (Superintendent)

1. If the grievant is not satisfied with the results of Level II, he/she may, within seven (7) days of receipt of the Level II decision, continue the

procedure by submitting the written grievance to the Superintendent/designee with a copy to the Association President.

2. Within fourteen (14) days of receipt of the form, the Superintendent/designee shall render a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

D. Level IV (Arbitration)

1. If the grievant is not satisfied with the Level III decision, the Association ONLY, may demand a hearing by an arbitrator by filing a written demand for arbitration with the Treasurer not later than fourteen (14) days after receipt of the Level III decision.
2. Within seven (7) days of the filing of the arbitration demand, the Board and the Association, shall either select an arbitrator by mutual agreement or the Association will petition the American Arbitration Association (AAA) to provide a list of names from which an arbitrator shall be selected. The cost of the arbitrator, cancellation fees, and the fees of the AAA shall be shared equally by the Board and the Association.
3. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement, and the arbitrator is prohibited from making a decision contrary to law as determined by a Court of competent jurisdiction. The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration process.

ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS

4.01 RIGHT TO PAYROLL DEDUCTION OF DUES

A. Authorization for Deduction

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from said individual's wages the prescribed amount for the Association dues.
2. The enrollment period for such deductions shall be from September 1 to October 20, each year.

B. Length of Authorization

1. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer with a copy to the Association President.
2. The balance of the annual deduction shall be deducted from the final paycheck of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after the date the Treasurer's office receives the authorization in any school year during the duration of this Agreement.

C. Schedule of Deductions

The deductions for all employees shall be made in equal two-week installments beginning in October or November and ending in June, consistent with the schedule for employees on the twenty-one (21) pay plan.

D. Transmittal of Deductions

Deductions so made shall be immediately forwarded to the bank of the Association's choice.

E. Fund for Children & Public Education (FCPE)

Payroll deduction in even dollar amounts of at least One Dollar (\$1.00) per deduction for the Fund for Children & Public Education (FCPE) shall be made for any bargaining unit member who submits written authorization for such deduction. Deductions shall be made on the same equal installment schedule as the Association dues deductions. Transmittal of the total amount shall be immediately forwarded in the self-addressed stamped envelope provided by the Association.

4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS

A. Leave to Conduct Association Business

The Board shall grant up to twenty (20) days leave per school year to conduct the business of the Association. Notice of intent to use Association business leave shall be provided by the bargaining unit member by completing and delivering to his/her immediate supervisor the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impracticable, the member shall notify his/her immediate supervisor of the intent to use Association business leave as soon as practicable. The Association President shall sign off on all Association leave requests before the leave will be granted. (See Appendix L)

B. Release Time for Association President

1. If the Association President is assigned to grades seven through twelve (7-12), he/she shall receive one (1) additional planning period during the student day each day to conduct Association business. The Association President may be expected to cover a class or duty during this time, but only as a last resort.
2. If the Association President is assigned to grades Pre-K through six, the Association President shall meet with the Administration to write a Memorandum of Understanding that will provide release time for the President (comparable to (B) (1) above) where the President will be free of all work related responsibilities to conduct Association business, and also minimize disruption to the school day. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

C. Access to Building to Conduct Association Business

Duly authorized representatives of the Association and its affiliates may transact business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall the Association business in any way interfere with scheduled student/teacher, parent/teacher, or administrator/teacher conferences. All visitors, including Association representatives, must report to the Building Office before transacting business.

D. Early Dismissal to Attend Association Meetings

1. An Association Executive Committee member shall be free to leave his/her building five (5) minutes after the last pupil dismissal in the District on the date of the regular monthly meeting of the Executive Committee.
2. When the dismissal time can be established, and the monthly meeting dates are set, the Association President shall distribute a copy of the schedule and the names of the bargaining unit members involved to building administrators and the Superintendent.

E. Association Building Advisory Committee

At each building there will be an Association Building Advisory Committee that is comprised of the Association building representatives plus the building administrator(s). The Association Building Advisory Committee will meet no less than once per month during the regular school year (September-May) to review and discuss building concerns and practices. These meetings will be conducted at mutually agreeable times and locations.

F. Labor Management Committee (LMC)

1. The purpose of the Labor Management Committee is to foster communication on all matters of concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The Committee shall consist of no more than one (1) bargaining unit member from each building, appointed by the Association President and three (3) members from the Administration, unless the parties mutually agree that additional representatives may attend a specified session.
2. The meetings of the LMC are intended to be informal in nature in order to maintain an atmosphere of free exchange of ideas and concerns. The minutes of meetings shall be approved by the Superintendent and Association President prior to publication.
3. There shall be regular monthly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of imminent concern. The LMC shall not reach consensus on issues unless the Superintendent and Association President are in attendance.
4. The LMC does not replace the grievance process.

4.03 RIGHT TO INFORMATION

A. Agenda and Minutes of Board Meetings

The Association will be provided with two (2) copies of minutes of official meetings of the Board and all other documents related to all matters that are distributed to Board members at official meetings, as soon as possible after such meetings. A copy of the official agenda of the meeting, and any other related attachments, will be given to the Association in advance of said meetings.

B. Newly Employed Bargaining Unit Member

1. The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

2. An Agreement will be given to each new bargaining unit member by the administration prior to the first new teacher in-service day. Members hired after the first in service day shall receive an Agreement upon the earlier of (1) the first day of work, or (2) the date of Board action. The Board will provide the Association with a list of newly hired employees' names and addresses no later than two (2) weeks prior to the start of the school year and/or at other times when new members are hired.

C. Legislatively Required In-services

The administration will inform new bargaining unit members of their requirement to participate in legislatively required in-services.

D. Retiring Bargaining Unit Member

The Association will be provided with the name and address of a retiring bargaining unit member as soon as such information is available.

E. Board Policy

A copy of the current written policies of the Board will be provided to the Association President upon request. They are also accessible via the District web page.

4.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES

A. Buildings

1. Upon request, the Association or any committee thereof shall have the privilege of using school buildings and facilities for lawful professional purposes on days school is in session.
2. The Association may also use school duplicating equipment at its cost.
3. However, the Association shall not use school buildings, facilities, or equipment at times or in a manner which would interfere with educational or other scheduled activities.
4.
 - a. The Board will provide office space for the Association President in school facilities. If space is available, the office will be located in the building to which the Association President is assigned to work.
 - b. A telephone may be installed in the office at the Association's expense.

B. School Mail

1. The Association will have the right to place notices, circulars and other material in the mailboxes of all bargaining unit members.

2. The Association will have the right to use the interschool mail system to distribute materials of the type described above.

4.05 RIGHT TO INVOLVEMENT IN CURRICULUM PLANNING

A. Evaluation of Programs

The Association will assist the Superintendent in evaluating present and future programs.

B. Courses of Study/Textbook Selection

Participating in textbook selections, helping to design, select and update courses of study, typically on a five (5) year cycle, and doing proper daily planning to implement same are recognized as integral parts of the teaching job. The Administration is to provide the necessary leadership in all phases. If courses of study are revised more frequently than once every five (5) years, Section 4.05C, below, will apply.

C. Curriculum Meetings

Those bargaining unit members required to work on curriculum revision will be reimbursed at a rate equal to the hourly rate of an individual at the BA second step (BA-1), for the time worked with Administration approval outside of the normal workday. Volunteers will be solicited before members are required to perform curriculum work. The Association shall appoint no more than two (2) members per curriculum revision, with the appointed members meeting the criteria for the committee. No teacher will be required to participate in more than one (1) curriculum revision per year. The group doing the particular revision will collectively decide when such meetings will be held, provided that the Administration may require meetings to be scheduled so as to insure timely completion of the work. The Association will receive a list of those members who volunteered to serve and those who are on the committee.

4.06 RIGHT TO PLAN IN-SERVICE DAY

The Board allocates one (1) of the three (3) "allowable" in-service dates to the Association to plan and implement educational oriented professional improvement programs, if it so desires. The plan would include cost estimates and must have prior Board approval. The Association must declare in writing, to the Superintendent by January 15 of each year, its intention to utilize an in-service day for the following school year. The dates of in-service days will be determined by the Board by calendar adoption. At its discretion, the Association will defer the planning and implementation of its one (1) allocated in-service day to the Professional Development Committee.

4.07 AGENCY FEE

A. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about January 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. Payroll deduction of such annual Fair Share Fees shall begin at the first payroll period of February, except that no Fair Share Fee deductions shall be made for bargaining unit members employed after January 1 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

b. Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

- a. If an employee files an action to contest payment of the service fee, the Board shall pay the money into an escrow account pending resolution of the suit.
- b. The Association on behalf of its and the OEA and NEA agrees to indemnify the Board, including each of its members, officers, employees and agents in both their individual and official capacities, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
 - (2) The Association shall reserve the right to designate counsel to represent and defend the employer;
 - (3) The Board agrees to: (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - (4) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.
 - (5) In event the Board elects to choose its own counsel, the Association shall have no obligation to reimburse the Board for attorney's fees. However, the Association shall still be obligated to reimburse the Board for any judgment against it if a Court finds that the collection of the service fee or the rebate procedure or application of it was unlawful.

ARTICLE V. SALARIES AND REIMBURSEMENTS

5.01 SALARY SCHEDULE

A. Salary

A bargaining unit member shall be paid at the rate determined by his/her proper placement on the Teachers Salary Schedule (Appendix C). For the duration of the contract, any member who is scheduled to move vertically on the index only one of the two years of the contract will receive a Five Hundred Dollars (\$500) stipend to be paid in the second (2nd) pay of January of the contract year in which the teachers does not move. Any member who is not scheduled to move at all for the duration of the contract will receive a Seven Hundred Fifty Dollar (\$750) stipend in the second pay of January of each contract year. The stipend will be prorated for eligible part-time teachers. The stipend does not apply to tutors.

B. Initial Placement on the Salary Schedule

Initial placement on the salary schedule shall be according to the following statements:

1. No more than ten (10) years of experience can be granted in any combination of the following items (Article 5.01 B 208), except where the Administration determines the position is highly competitive or difficult to fill with a highly qualified licensed teacher.
2. All years of teaching service as a certified teacher in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days of teaching.
3. All years of teaching service as a certified teacher in another public school in Ohio with each consisting of at least one hundred twenty (120) days of teaching.
4. All years of teaching school as a certified teacher in a non-public school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days of teaching or substituting.
5. All years of active military services in the armed forces of the United States, to a maximum of five (5) years.
6. All years of tutoring in the District or another public school district in Ohio. A year is defined as at least seven hundred twenty (720) hours of service. (Several years can be combined to equal seven hundred twenty (720) hours, but not more than one year can be granted for any single school year.)
7. All years of service up to five (5) years in a chartered school or institution or in a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a certified teacher, with each year consisting of at least one hundred twenty (120) days.

8. All years of substitute service up to five (5) years in the District or another public school in Ohio consisting of at least one hundred twenty (120) days in one district for each year of credit granted.
9. All credit courses and degrees earned by a bargaining unit member likewise shall be considered in placement on the salary schedule.

C. Advancement on the Salary Schedule

1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;
2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;
3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate course work subject to this Section.
4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.
5. Bargaining unit members who complete coursework that will move them on the salary schedule must complete the coursework prior to the first teacher workday and submit an official transcript to the Superintendent's office no later than September 30 to effect change of placement for the first semester. To effect a change in salary placement for the second semester, members must complete coursework and submit an official transcript by February 1.

5.02 PAYROLL PRACTICES

A. Pay Dates

A salaried bargaining unit member shall receive his/her salary in twenty-six (26) biweekly substantially equal pays. Those members opting for twenty-one (21) pays as of the 2009-2010 school year shall continue with this option until such time as they opt for twenty-six (26) pays. All new members shall be required to accept wire transfer of their paycheck. Unless a bargaining unit member requests a paper copy of their pay stub with the Treasurer by September 1, notice of direct deposit will be provided via the member's school email account.

B. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the work year, the total sum due the bargaining unit member shall be paid at the next scheduled payday following the last day of service by the member. All

insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date the contract is terminated.

C. Lump Sum Pay at End of School Year

In the event the individual teaching contract is terminated or not renewed by either party effective at the end of the school year, including via a reduction in force, the bargaining unit member will have the option to be paid the lump sum due by the second scheduled payday following the last scheduled teacher day. In order to receive that benefit, the member must notify the Treasurer's Office in writing prior to the last teacher workday. If notification is not provided, the member will receive his/her pay over the summer as provided to all other members. With the exception of members who have resigned for purposes of retirement and who will obtain health insurance through STRS, a member will continue to receive insurance benefits through August, regardless of whether the member requests a lump sum.

D. Supplemental Pays

1. Year-round supplemental contracts will be paid on a prorated basis as part of the member's regular pay. Seasonal supplemental contracts shall be paid by separate check according to the following schedule:
 - a. Fall Activities – 50% of contract last pay of September, with the balance of the contract last pay of November.
 - b. Winter Activities – 50% of contract last pay of December, with the balance of the contract last pay of March.
 - c. Spring Activities – 50% of contract last pay of April, with the balance of the contract last pay of June.
2. The second pay in each season will be subject to the member submitting an "End of Season" report, signed off on by the principal/athletic director. For Fall and Winter activities, if the End of Season report is not timely provided, the second pay in each season will be paid with the seasonal pay schedule that follows the submission of the approved End of Season report. For Spring activities, if the End of Season report is not timely provided, the second pay will be paid following the submission of the End of Season report.
3. If a member is unable to complete the supplemental contract due to a leave of absence requiring a substitute, the supplemental pay will be prorated for that period worked, with the balance being paid to the substitute.

5.03 PAYROLL DEDUCTIONS

A. General Provisions

In addition to the deductions required by law for Municipal, State and Federal taxes and the State Teachers Retirement System, a bargaining unit member shall be entitled to the following voluntary payroll deductions.

B. Association Dues

4. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount of Association dues.
5. The deductions for all members shall be made in equal two-week installments beginning in October or November and ending in June.
6. The enrollment period for such deductions shall be from September 1 to October 20 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer, with a copy to the Association President.

7. When applicable, the Fair Share Fee shall be deducted in lieu of dues, as provided in Section 4.07A.1, whether or not the bargaining unit member has submitted a written authorization.

C. United Way Contributions

8. Upon the written authorization of the bargaining unit member, a deduction will be made from the member's wages and forwarded to the United Way.
9. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.
10. Money so collected shall be immediately forwarded by the Treasurer to the United Way with an accounting as to the name and amount paid by each member.

D. Credit Union

11. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount for the Medina County Federal Credit Union.
12. Money so collected shall be immediately forwarded by the Treasurer to the Medina County Federal Credit Union to be credited to the account of the bargaining unit member.
13. Such authorization may be revocable by written notice upon the will of the member.

E. Life and Income Protection Insurance

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount as to that member's premium for additional term life insurance, as provided for in Section 6.04C, herein, and for other income protection insurance.
2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

F. Political Contributions

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount [of Five Dollars (\$5.00) or more], as that member's contribution to the political organization of his/her choice. For The Fund for Children and Public Education (FCPE), the amount per deduction may be any even dollar amount of at least One Dollar (\$1.00).
2. Such authorization may be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded, by the Treasurer, to the proper political organization along with the name(s) of the member(s) making the contribution.

G. Annuities

1. The Board shall purchase, for any bargaining unit member desiring, the annuities program requested by the member, provided such program shall be with any insurer licensed to do business in the State of Ohio, and that there are sufficient bargaining unit members to comply with the IRS requirements.
2. The cost of such annuities shall be reduced from the annual salary of the bargaining unit member and the difference shall be the total which the Treasurer reports as the member's earnings for tax purposes.
3. Authorization for such annuities may be revocable by written notice upon the will of the bargaining unit member.
4. Participation in annuities program(s) is subject to review and modification for IRS compliance.

H. STRS Purchase Service

Bargaining unit members who wish to purchase STRS service credit may do so through payroll deduction upon written authorization of the bargaining unit member to the Treasurer.

5.04 SUBSTITUTE TEACHERS

A bargaining unit member required or requested to substitute during his/her preparation period shall be paid at the BA column, Step One, (BA-1) hourly rate, prorated. A tutor who is required to substitute during a planning period that is unable to be rescheduled during the same student day will likewise be paid at the BA column, Step One, (BA-1) hourly rate, prorated.

The Administration shall prepare a list of those bargaining unit members willing to substitute during their planning periods and first assign period substitutions to members on that list.

5.05 SEVERANCE PAY

A. Right to Severance Pay

A bargaining unit member shall receive severance pay upon quitting his/her employment in the District and/or retiring from active teaching service providing he/she: (1) is approved for retirement benefits by the State Teachers Retirement System (STRS), or (2) is at least fifty (50) years old and has taught at least ten (10) full years in the District, or (3) has fifteen (15) or more years service credit with the STRS and at least ten (10) full years of service in the District.

B. Calculation of Severance Pay

1. Severance pay shall be based on the regular teaching contract per diem rate of pay of the bargaining unit member at the time of his/her last day of service.
2. Severance pay will be given for forty percent (40%) of a bargaining unit member's accumulated sick leave at the time of resignation/retirement, up to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days.
3. If a bargaining unit member who does not have sufficient Sick Leave to qualify for maximum severance resigns or retires after fifteen (15) or more years' service in the District, then the severance pay to which he/she is entitled shall be supplemented by One Hundred Dollars (\$100.00) for each year of service in the District, provided that the total severance pay shall not exceed the eighty (80) day cap.

C. Method of Payment

Bargaining unit members eligible for severance pay shall submit a written application for payment to the Treasurer. The severance payment will be made in one (1) lump sum within ninety (90) calendar days of the last day under contract with the District. If the member wishes to receive the payment via a tax sheltered annuity, that request must be submitted in writing prior to the Board action on the resignation/retirement.

D. Restrictions

Within the meaning of this policy, an individual may "retire" only once. Retirement from another district shall make an individual ineligible for this retirement benefit.

- E. Any teacher who retires under STRS and returns to employment in the District will not be eligible for severance pay.

F. Severance Enhancement

Any bargaining unit member who (1) is eligible to retire under the STRS regulations, (2) retires at the end of school year when first eligible, and (3) submits a resignation and notice of retirement no later than March 1 of that year, will receive an enhanced severance of sixty percent (60%) of accumulated sick leave, up to sixty percent (60%) of 200 days; i.e., a benefit of up to one hundred twenty (120) days. This enhanced severance is in lieu of the standard severance referenced in Paragraphs B(2) or B(3) above.

5.06 REIMBURSEMENT FOR MILEAGE

A. Right to Reimbursement

A bargaining unit member who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. Examples are: a member who is assigned to more than one (1) school per day, and a member employed as a vocational teacher who is required to use his/her car in connection with performing assigned duties.

B. Rate of Reimbursement

Reimbursement shall be at the current IRS rate effective January 1, each year.

C. Method of Payment

Mileage reports shall be submitted monthly to the Treasurer by the fifth (5th) for mileage driven during the preceding month. Payment for mileage shall be made on the first payday falling on or after the twelfth (12th), unless the bargaining unit member requests payment on a later date.

D. Restrictions

The Board may limit the total miles per year for work study coordinators.

5.07 FBI CHECK

The Board shall pay for the cost of any FBI check necessitated by licensure renewal provided the bargaining unit member initiates the background check through central office.

ARTICLE VI. INSURANCE

6.01 GENERAL PROVISIONS

A. Right to Insurance Benefits

1. In addition to the salary and other payments provided by Article V, the compensation of a bargaining unit member shall include the insurance benefits provided herein. Bargaining unit members who are scheduled to work less than seventy-five percent (75%) of full time shall not be eligible for benefits under Article VI. Any member who retires under STRS and returns to employment in the District shall not be eligible for any of the insurance benefits prescribed in Article VI.
2. Bargaining unit members who were eligible for and receiving benefits as of September 1, 2010 will continue to be eligible for insurance benefits under this Article VI if their work schedule is reduced below the 75 percentile (75%), provided they remain actively employed by the District as a teacher (i.e. are not laid off but working at least part time). Said members will be responsible for payment of 50 percent (50%) of the premium as determined by the District. The District will pick up the remaining 50 percent (50%) of the premium.

B. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.
2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within two (2) months after they are received by the Board.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverages or carriers are made, a bargaining unit member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to members within sixty (60) days of the amendment and/or changes.
2. A bargaining unit member hired during the term of this Agreement shall, at the time of the signing of his/her teaching contract, receive a written description of all insurance coverages in effect at that time.

D. Full-Time Bargaining Unit Member Defined

For purposes of this Article “regular, full-time bargaining unit member” includes only members who regularly work more than seventy-five percent (75%) of the full teacher workday and workweek during the school year.

E. Distribution of Insurance Cards

Each bargaining unit member shall be issued a current insurance card.

6.02 PREFERRED PROVIDER ORGANIZATION (PPO)

A. Method of Payment/Insurance Premium Share

Employee shall pay a portion of the monthly premium not to exceed One Hundred Forty Dollars (\$140.00) for a family premium and Fifty-Four Dollars (\$54.00) for a single premium.

B. Schedule of Benefits

The schedule of benefits, including prescription drug benefits, is in Appendix N.

6.03 TERM LIFE INSURANCE

A. Right to Coverage

Except as provided in Section 6.01A, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of Fifty Thousand Dollars (\$50,000) for each regular, full-time bargaining unit member now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

C. Right to Purchase Additional Coverage

The Board shall allow an eligible bargaining unit member to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be Fifty Thousand Dollars (\$50,000) or One Hundred Thousand Dollars (\$100,000), at the option of the bargaining unit member. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

6.04 DENTAL INSURANCE

A. Right to Coverage

Except as specified in Section 6.01A, above, the Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage

Services	PPO Dentists (In-Network)	Non-PPO (Out-of-Network)
<ul style="list-style-type: none"> • Post and Core • Bridge Repair • Implants • Missing Teeth 	<p>30% After Deductible</p> <p>Covered Not Covered</p>	<p>30% After Deductible</p> <p>Covered Not Covered</p>
Orthodontic Services <ul style="list-style-type: none"> • Examinations • Records • Tooth Guidance • Repositioning (straightening) of teeth 	<p>40% No Deductible</p>	<p>40% No Deductible</p>
Orthodontic Lifetime Maximum (per individual)	\$1500	
Orthodontic Age Limit	All Covered Persons (Child and Adult)	

Choosing a Dentist: You have the freedom to visit any dental provider. However, your Dentist choice Network Dentist or Non-Network Dentist can make a difference in the amount you pay. The choice is yours!

Filing a Claim: Claims should be submitted to Anthem Dental, P.O. Box 9274, Oxnard, CA 93031.

No Cost Share (NCS) means no deductible, copayment or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment including, but not limited to, benefits that reflect No Cost Share.

Limitations & Exclusions

This is not a contract. It is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms, and provisions of the Dental Certificate.

Limitations – Below is a partial listing of some of the limitations. Please see Certificate for full list:

- **Oral Evaluations:** Limited to two (2) per year.
- **Prophylaxis or Periodontal Maintenance Procedure:** Limited to two (2) treatments per year, singly or in combination.
- **Fluoride Treatments:** Limited to two (2) per year for children up to age 19.
- **X-rays:** Limited to one (1) set of full-mouth x-rays or its equivalent once every five (5) years. Periapical x-rays are limited to four (4) films per year.
- **Bitewing X-rays:** Limited to one (1) set of up to four (4) films twice per year to age 19 and once per year thereafter.
- **Sealants:** Limited to children under 16 years of age for permanent unrestored first and second molars. Treatment is limited to two (2) applications per tooth per lifetime.
- **Space Maintainers:** Limited to one (1) per quadrant per lifetime for children up to age 16. Includes all adjustments within six (6) months of placement.
- **Palliative Emergency Treatment:** Limited to two (2) per year.
- **Sedative Filling:** Limited to one (1) per tooth in any 24-month period.
- **Amalgam or Composite Resin Restorations (fillings):** Limited to one (1) per surface per tooth every 24 months.
- **Periodontal Scaling and Root Planing:** Limited to one (1) per quadrant every 24 months.
- **Periodontal Surgery:** Limited to one (1) per quadrant in any three (3) years.

- **Crown Lengthening:** Limited to one (1) per tooth per lifetime.
- **Root Canal Therapy:** Root canal therapy limited to one (1) initial treatment per both and one (1) retreatment per tooth – for permanent teeth only.
- **General Anesthesia:** Covered only when used in conjunction with covered oral surgical procedures.

Exclusions – Below is a partial listing of non-covered services. Please see Certificate for full list:

- Experimental or investigative procedures.
- Cosmetic dentistry.
- Procedures requiring appliances or restorations to alter, restore, or maintain occlusion.
- Harmful habit appliances.
- Charges for lost or stolen dentures or appliances or for a duplicate prosthetic device or appliance.
- Prescribed drugs, premedication or analgesia (includes nitrous oxide).
- Charges for the extraction of immature erupting third molars and nonpathologic asymptomatic third molars.
- Malignancies and neoplasms and the removal of tumors, cysts, and foreign bodies.
- Charges for tobacco counseling, oral hygiene instruction, dietary planning, or behavior management.
- Treatment for temporomandibular joint disorder (TMJ).
- Occlusal guards, adjustments.
- Hospital costs.
- Replacement of teeth missing prior to coverage under this Plan.
- Services or treatments that are not medically necessary.
- Charges for missing or cancelled appointments.
- Prosthodontic services unless specifically included under Covered Services.
- Orthodontic services unless specifically included under Covered Services.

6.05 INSURANCE COMMITTEE

The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the Association, the administration, and the classified employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program shall occur except through the negotiations procedure as provided for in Article II or under O.R.C. 4117.

ARTICLE VII. LEAVE PROVISIONS

7.01 SICK LEAVE

A. Accumulation

A bargaining unit member shall be allowed to accumulate Sick Leave credit to the maximum of three hundred four (304) days. Any member who retires under STRS and returns to employment in the District shall accumulate sick leave as

prescribed in this section of the Agreement, with the understanding there will be no carryover of sick leave from service that predates their STRS retirement. Members shall be eligible for all other leaves as prescribed under Article VII, Leave Provisions.

B. Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service or fifteen (15) days for each completed year of service.

C. Notification of Accumulated Days

A bargaining unit member shall receive accurate notification of his/her accumulated Sick Leave with each pay.

D. Advance

A bargaining unit member whose Sick Leave has been exhausted shall be credited with five (5) days of Sick Leave as provided for in O.R.C. Section 3319.08. These five (5) days or any portion thereof may be used at any time in case the member is unable to work because of any of the prescribed reasons for the use of Sick Leave and the member has not accumulated a sufficient amount of Sick Leave as provided for in O.R.C. Section 3319.08.

E. Use of Sick Leave

1. Sick Leave with pay (Appendix L) may be used for the following reasons:
 - a. For absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others;
 - b. For absence of the bargaining unit member due to illness, injury, or death in the immediate family of said member;
 - c. A bargaining unit member may use accrued Sick Leave for pregnancy, as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery.
 - d. For care of a spouse with a new born baby up to a maximum of five (5) days. If a member requires more than five (5) days, he/she will provide written documentation to the Superintendent upon return to work.
 - e. A maximum of two (2) days related to the birth of a child of an immediate family member.

- f. For death of an aunt or uncle up to a maximum of two (2) days. If a member requires more than two (2) days, he/she may use personal leave.
2. Sick Leave with pay may not be used for:
 - a. Child care;
 - b. Grandchild care.
3. Bargaining unit members will not be charged sick leave on non-work days.
4. Bargaining unit members utilizing sick leave shall not be required to give the reason, except that they are in compliance with 7.01 (E) (1). Notwithstanding this provision, a member may be required to provide reasons if there is an investigatory meeting because of suspected misuse, abuse, or unauthorized use of sick leave.
5. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.
6. Sick leave must be taken in minimum increments of $\frac{1}{4}$ (one-quarter) hour.

F. Immediate Family Defined

The “immediate family” shall be defined as follows:

1. spouse of the bargaining unit member;
2. children and grandchildren of the bargaining unit member or his/her spouse;
3. parents and stepparents of the bargaining unit member or his/her spouse;
4. brother(s) and sister(s) of the bargaining unit member or his/her spouse;
5. grandparents of the bargaining unit member or his/her spouse;
6. son-in-law and daughter-in-law of the bargaining unit member or his/her spouse; and
7. In the event of death, “immediate family” also includes aunts and uncles.
8. any person in loco of the above (e.g., anyone residing in the same home with the bargaining unit member or any relative who clearly stands in the same relationship with the member as any of those so specified). A member must provide a written description of the facts on the District absence report form supporting the in loco situation.

G. Sick Leave Pool

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from bargaining unit members.
2. Each year, during the month of September, each bargaining unit member who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form (Appendix G 1) and sending this form to the Treasurer. Upon request, the Association will be given written confirmation regarding the total number of dollars in the sick leave pool.
3. Once a member donates sick leave and Appendix G-1 is forwarded to the Treasurer, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the member who donated the sick leave and placed into the Sick Leave Pool.
4. A member may use the Sick Leave Pool if he/she has met all the following criteria:
 - a. All of his/her sick leave accumulation has been exhausted.
 - b. His/her absence is due to a life threatening illness or catastrophic accident, any of which must be certified by a doctor of the bargaining unit member.
 - c. His/her life threatening illness or catastrophic accident has disabled the individual from performing normal job duties for at least ten (10) consecutive workdays and the condition is anticipated to continue fifty (50) continuous workdays from the date of the qualifying condition. Written medical verification of the above shall be required by a licensed medical doctor.
 - d. The bargaining unit member has completed the Application to Use Sick Leave Pool (Appendix G-2).
 - e. The bargaining unit member has applied for, or will apply within thirty (30) days from the start of the Sick Leave Pool benefits, for STRS disability or private disability retirement where the medical prognosis is that the bargaining unit member will not return to work within a reasonably short time (normally within sixty (60) working days). The Board will provide assistance to the bargaining unit member in preparing the disability retirement application, when requested.
5. The Association President will review each new application and determine the eligibility of the applicant consistent with the criteria contained in Paragraph 4 above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing. (Appendix G-3)
6. In the case of a bargaining unit member who has been approved to participate in the Sick Leave Pool, days shall be granted in ten (10) day

increments up to fifty (50) days. Unused days shall be returned to the Sick Leave Pool. Upon mutual agreement of the Board and the Association, if the Sick Leave Pool falls below seventy-five (75) days, a time period in addition to the yearly September donation time period can be established in order to ask members to donate sick leave days to the Sick Leave Pool.

7. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.
8. The maximum number of Sick Leave Pool days that may be claimed by any one (1) bargaining unit member is fifty (50) days for each separate and distinct life threatening illness or catastrophic accident or long-term illness as certified by a doctor of the bargaining unit member.
9. When a member is approved for STRS disability retirement or for private disability insurance benefits during the fifty (50) day Sick Leave Pool period, he/she must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

7.02 PERSONAL LEAVE

A. Right to Leave

1. Bargaining unit members shall be eligible for three (3) days of unrestricted Personal Leave per school year.
2. Bargaining unit members will not be charged Personal Leave on non-work days.
3. Personal Leave must be taken in minimal increments of one-quarter (1/4) hour.
4. Members requesting personal leave shall not be required to give the reason.

B. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by the bargaining unit member completing and delivering to his/her Immediate Supervisor the prescribed form at least five (5) days in advance of the anticipated absence. If circumstances make advance notice impossible, the bargaining unit member shall notify the Immediate Supervisor of his/her intent to use Personal Leave as soon as practicable.

C. Restrictions

It is understood that a bargaining unit member will not use Personal Leave:

1. the first seven (7) teacher contract days or the last two (2) student days of the school year or the school day before/after an extended weekend or break. This does not include in-service Mondays.

2. Not more than ten percent (10%) of the bargaining unit members of any one (1) building or one (1) bargaining unit member (whichever is greater) may take such leave on any one (1) day. When the number of members eligible involves a fraction, the number will be rounded to the nearest whole number.
 3. A bargaining unit member utilizing Personal Leave is only subject to the restrictions in B, D.1 and D.2. A member is also restricted in the utilization of combined paid Personal Leave and unpaid days in that the member may not utilize more than two consecutive days of combined paid personal and unpaid leave.
 4. With the approval of the Superintendent, exceptions may be made to the restrictions set forth in D.1-D.3 above.
- D. A bargaining unit member who abuses Personal Leave will be subject to discipline, up to and including termination.
- E. Bargaining unit members will be paid one hundred fifty dollars (\$150.00) for any unused Personal Leave day(s) by the first regularly scheduled pay of July. Bargaining unit members who are less than full time will be paid for unused Personal Leave on a prorated basis. If a member desires to have unused Personal Leave converted to sick leave in lieu of receiving the one hundred fifty (\$150.00) reimbursement per unused Personal Leave day, they must submit a letter to the Treasurer's office by the last teacher workday.

7.03 PAID ADOPTION LEAVE

A. Adoptions in the United States

A bargaining unit member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. (Appendix L) Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a bargaining unit member will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a 12-month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the bargaining unit member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed thirty (30) days.

- C. Bargaining unit members will not be charged adoption leave on non work days.

7.04 JURY DUTY

- A. A bargaining unit member shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. The member may keep any payment received for jury duty. Documentation received from the court confirming jury duty actually served must be submitted with the absence form. (Appendix L)
- B. Time spent on jury leave will not be charged against any other leave provision.

7.05 LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Job Related Issue

Any bargaining unit member who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the Association or Board, the party obtaining the subpoena must give at least five (5) calendar days notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job-related. A copy of the subpoena, once served, will be included with the leave form in Appendix L.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons or subpoena issued because of a non-job related issue. If the teacher has exhausted his/her personal leave, and is summoned or subpoenaed for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the subpoena or summons.

C. Leave Not Covered

A bargaining unit member is not eligible for leave under this Section if the member is a party to the legal proceeding.

7.06 ASSAULT LEAVE

A. Right to Leave

A bargaining unit member who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave. (Appendix L)

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the member delivering to the Business Manager a signed Employee Report of Injury Form. (Appendix J)
2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as provided in Section 7.06E, below, a member on Assault Leave shall be maintained on full pay status during the period of his/her leave.
2. Leave granted under this Section shall not be charged against any other leave earned or earnable under O.R.C. Section 3319.141 or leave granted under other Sections of this Article.
3. Bargaining unit members will not be charged assault leave on non-work days.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred eighty (180) workdays.

E. Restrictions

1. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
2. The bargaining unit member must file a Workers Compensation claim with the Business Manager's office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
3. If a bargaining unit member is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the member to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the member's first medical verification, the Board may request, at the Board's expense, that the member see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.

4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. Section 3319.16.

F. Verbal Assault Leave

A bargaining unit member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police. The police report must be attached to the Employee Report of Injury Form. (Appendix J)

7.07 PROFESSIONAL LEAVE

A. Eligibility for Leave

Upon proper request, a bargaining unit member may be assigned to attend professional conferences designed to improve the member's effectiveness in his/her assigned teaching area(s).

B. Application for Leave

Application for Professional Leave shall be made by the member completing the form provided by the Board, and submitting it to the Superintendent/designee.

C. Restrictions

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of substitutes and the availability of funds within the Board's annual appropriation.

2. The number of bargaining unit members attending any particular conference may be limited, and priority generally will be given to a member who has not, previously, been assigned to attend conferences.

D. The professional leave form must be received in Central Office at least three (3) weeks prior to the date of the conference. Bargaining unit members will be notified at least one (1) week prior to the date of the conference of approval status.

7.08 PROFESSIONAL GROWTH LEAVE

A. Consistent with O.R.C. Section 3319.131, the Board and Administration shall maintain a Professional Growth Leave Policy. This policy shall state criteria for granting Unpaid Professional Growth Leave of up to one (1) year, and shall permit Unpaid Professional Growth Leave for bargaining unit members who have at least five (5) years teaching service in the District and who have not taken a Professional Growth Leave within the previous ten (10) years, providing:

1. No more than two percent (2%) of the bargaining unit may be absent on Unpaid Professional Growth Leave in any one year,

2. The Board shall not be requested to grant a leave unless, in the judgment of the Board and Administration, a satisfactory* substitute can be obtained.

3. The member may be required to return to teaching in the District at the end of the leave.

* "Satisfactory" generally shall mean "certificated/licensed" unless the Board is unable to find a certificated/licensed substitute actually qualified to teach a

particular course schedule (e.g., some certificated/licensed math teachers are not qualified to teach computer courses or advanced math, and similar situations).

7.09 UNPAID CHILD CARE LEAVE

A. Length of Leave

A member shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid Child Care Leave and the absence (if any) charged to Sick Leave under Sections 7.01(D) and 7.03 shall not exceed three hundred (300) work days. Unpaid child care leave shall start at the end of the use of Sick Leave (if any) and will expire no later than three hundred (300) work days from the date of birth or custody is received.

B. Eligibility for Leave

A bargaining unit member wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5) month of pregnancy or within four (4) months of pending adoption date. A bargaining unit member must be on active pay status for one (1) full school year to be eligible for the length of leave in Section 7.09(A). If a member fails to be on active pay status for one (1) full school year, he/she shall not exceed one hundred eighty-four (184) work days of unpaid child care leave.

C. Right to Return from Leave

1. A bargaining unit member who has elected not to take additional leave pursuant to Section 7.09(A) above, shall return to work as soon as the period of actual physical disability has ended. The member will notify the Superintendent, in writing, of the date of her expected return as far in advance as possible.
2. A member who uses an additional unpaid leave for child care pursuant to Section 7.09(A) above, shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While On Leave

A bargaining unit member who is absent on Unpaid Child Care Leave pursuant to Section 7.09(A) above, shall have the same rights, and only those rights, while on leave and upon return from leave as any other member who is absent on unpaid leave pursuant to O.R.C. Section 3319.13.

E. Insurance Coverage While On Leave

A bargaining unit member on Unpaid Child Care Leave may continue all insurance coverages provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the member to the Treasurer.

7.10 OTHER UNPAID LEAVES

The Board may, at its discretion, grant other leaves as are authorized by the Ohio Revised Code. A bargaining unit member under a continuing contract shall be entitled to one (1) unpaid day per school year subject only to the restrictions in 7.02 B, D.1.e, D.2, and E.

7.11 RIGHTS UPON RETURN FROM UNPAID LEAVE

Upon return from leave, a bargaining unit member shall have such rights to assignment and transfer as are conferred on all members by Articles XI and XII of this Agreement.

7.12 FAMILY AND MEDICAL LEAVE

A. An eligible bargaining unit member may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of a member's child and to care for the child up to age one (1);
2. The placement of a child with a member for adoption or foster care, up to a twelve (12) month period after the placement;
3. To care for the spouse, child, or parent of a member when that family member has a serious health condition (Form WH-380 F);
4. The member's inability to perform the functions of the position because of the member's own serious health condition (Form WH-380 E); and
5. For qualifying military situations arising when a bargaining unit member's spouse, son, daughter, or parent is on active duty or is called to active duty status (Form WH 384);

B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member (Form WH 385).

C. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including

any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.

- D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total of twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.
- E. For purposes of this section, a qualifying military situation arises when a member’s spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but not limited to, the following situations:
 - 1. Attendance at official military sponsored events,
 - 2. To provide or arrange for alternative child care or schooling,
 - 3. To make financial or legal arrangements to address the member’s address while on active duty,
 - 4. Counseling,
 - 5. Rest and recuperation, and
 - 6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his/her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retire list.

- F. To be eligible for FMLA Leave, the bargaining unit member must:
 - 1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months);
 - 2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
 - 3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.
- G. Sick leave taken in accordance with Section 7.01 shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.

- H. The Board shall maintain coverage under the group health plans and life insurance plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the bargaining unit member had continued to work and not taken leave. Payment of the member's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The member shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- I. The Board shall notify the member of FMLA eligibility within three (3) business days of learning of the need for FMLA Leave (Form WH 381 and WH-382).
- J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the bargaining unit member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The member and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the member does not attempt in good faith to reach agreement, the member will be bound by the second certification.
- K. Intermittent Leave and Reduced-Work Schedule
1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
 2. When medically necessary, a bargaining unit member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
 3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a member may take leave intermittently or on a reduced-work schedule only if the Board agrees.
 4. Where a member who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the teacher would be on FMLA Leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

- a. To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
- b. To transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When a member is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix H) that the member is able to resume the job functions for his/her position.
3. Should a member not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A member shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester if (1) the leave is of at least three (3) weeks duration, and (2) the return to employment would occur during the three (3) weeks period before the end of the semester.
2. If a teacher begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse/parent/child during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking leave until the end of the semester if (1) the unpaid FMLA leave is of greater than two (2) weeks

duration, and (2) the return to employment would occur during the two-week period before the end of the semester.

3. If a teacher begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse/parent/child with a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.
4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA Leave ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends. The teacher also accrues seniority while on this leave.

N. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

7.13 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

ARTICLE VIII. INDIVIDUAL RIGHTS

8.01 INDIVIDUAL CONTRACTS

A. Employment by Contract

1. The Board shall enter into a written teaching contract pursuant to O.R.C. Sections 3319.08, 3319.09, and 3319.11 for the employment and reemployment of a bargaining unit member.
2. When a new teaching contract is issued to a bargaining unit member in accordance with the Board's normal practices, the teaching contract shall incorporate the provisions of this Agreement and any successor Agreement by reference.

B. Limited Teaching Contract

The term of a limited teaching contract issued to a bargaining unit member who has completed four (4) or more years of continuous service in the District and satisfactory evaluations shall be for two (2) years.

C. Eligibility for Continuing Teaching Contracts

1. A bargaining unit member who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 30th of the school year in which the member becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A member who does not notify the Superintendent on or before September 30th will not be eligible for continuing contract consideration until April of the following year. This is in addition to Ohio Revised Code Section 3319.11(B).
2. Any bargaining unit member who meets the following criteria will be eligible for continuing contract consideration: A member qualified as described in division (B)(1) and (2) of Section 3319.08 of the Ohio Revised Code in effect at the time the member is requesting a continuing contract, who (a) within the last five (5) years has taught for at least three (3) years in the District (teachers first licensed on or after January 1, 2011 must also have held the license for at least seven (7) years), or (b) having attained continuing contract status elsewhere, has served two (2) years in the District. Proof of eligibility must be provided to the Superintendent no later than April 1. Currently, 3319.08 of the Ohio Revised Code states that a continuing contract shall be granted only to the following: (1) any member holding a professional, permanent, or life teacher's certificate; (2) any member holding a professional educator license who has completed the applicable one of the following:
 - a. If the bargaining unit member did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the original issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
 - b. If the member held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state Board of Education shall adopt.

D. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the member will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the member on or before April 30th. The parties agree the Board may bypass the procedures under Section 3319.11 I of the Ohio Revised Code and issue an

extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the member after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the member written notice of its affirmative action on the extended limited contract on or before April 30th, the member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The member is presumed to have accepted employment under the continuing contract unless the member notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

E. Supplemental Limited Teaching Contracts

1. A bargaining unit member assigned to perform an additional duty listed on the attached Supplemental Salary Schedule (Appendix D) shall be issued a supplemental contract prior to actually performing the duty.
2. The individual shall be paid at the rate(s) indicated on the Supplemental Salary Schedule (Appendix D) for performance of his/her assigned duty calculated using the BA-0 step on the base salary schedule.
3. A bargaining unit member may decline a supplemental duty assignment before signing a supplemental limited teaching contract.

8.02 NONRENEWAL OF LIMITED TEACHING CONTRACT

Any bargaining unit member who will be nonrenewed will be provided with written notice of nonrenewal on or before April 30. Any alleged procedural violations related to the nonrenewal process shall be governed solely by the grievance procedure set forth in Article III. This provision supersedes O.R.C. 3319.11 and 3319.111.

8.03 TERMINATION OF TEACHING CONTRACT

Termination of a limited or continuing teaching contract during its term shall be made only in a manner consistent with O.R.C. Section 3319.16. A teacher will not have the right to grieve the termination of a limited or continuing teaching contract under Article III; instead, the hearing and appeals process will be pursuant to O.R.C. Section 3319.16 and 3319.161.

8.04 DISCIPLINARY PROCEEDINGS

- A. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination. No bargaining unit member will be disciplined, discharged, demoted or suspended without just cause.
- B. Members shall be entitled to representation at all meetings where disciplinary action may occur. The administration and Association will make an effort to give prior notice to the administrator who scheduled the meeting and to the Association President of all individuals who may be in attendance at all meetings where disciplinary action may occur.

- C. An attempt will be made to notify the Association President, but the final responsibility for notification rests with the member. The member shall be informed of his/her right to such representation prior to the commencement of a meeting.
- D. If an oral reprimand is reduced to writing for inclusion in the member's file, the member shall be provided a copy and the member shall sign the file copy to indicate that he/she has read it. If the member wishes to respond, in writing, a copy of the response shall be attached to the written reprimand file copy.

8.05 SENIORITY

A. Seniority Defined

"Seniority" as used in this Agreement shall mean length of continuous service in the District as determined by the first day worked in a bargaining unit position.

B. Continuous Service Defined

1. As used in this Article, "continuous service" shall mean the time period of the bargaining unit member's continuous employment in the District, provided that the time spent absent on unpaid leave shall be deducted when computing continuous service. If a bargaining unit member was nonrenewed before April 30 of any year but, thereafter, was reemployed for the following school year, the non-renewal shall not be considered a break in service.
2. A bargaining unit member employed in a bargaining unit position in the District in the past for less than one hundred eighty-four (184) days in a school year, each one hundred twenty (120) days of employment in one (1) school year shall constitute one (1) school year.
3. A bargaining unit member employed in the past on an hourly basis, as a tutor in the District, shall be credited with one (1) year of seniority for seven hundred twenty (720) hours of employment in one (1) school year.
4. Seniority: A bargaining unit member who regularly works the full school year but less than a full school day shall receive full seniority credit if he/she is scheduled to work more than three (3) hours per day. Half-credit shall be given to members scheduled to work two (2) to three (3) hours per day. No credit shall be given members scheduled to work less than two (2) hours per day. Members on January 1, 1989, shall not lose seniority already accrued as of September 1, 1989, as a result of this provision.
5. Any retired teacher who is re-employed in the District will be considered to have had a break in service for purposes of seniority and their seniority shall begin to accumulate anew from their re employment date.

C. Seniority List

1. No later than September 30 of each year, the Superintendent will provide the Association President with a seniority list of all bargaining unit members employed by the Board. Included in this list shall be each member's date of hire, dates of any break in service, and limited or continuing contract status. The Superintendent will promptly notify the Association of any changes in the Seniority List after September 30.
2. A copy of the Seniority List will be posted in the Central Administration Office, so that it can be inspected by a bargaining unit member and Association representative during normal office hours.
3. Full-time contract teachers hired after July 1, 2011 shall maintain seniority rights over those hired under part-time contracts after July 1, 2011, regardless of the original date of hire.
4. If a part-time person hired before July 1, 2011 is granted a full-time position, the teacher shall maintain seniority as of original date of hire as a member. If a full-time position is reduced via a RIF or Job Share, the affected teacher shall maintain seniority as of original date of hire as a full-time member.

D. Tiebreaker Language

1. If two or more bargaining unit members have equal continuous service in the District as defined in Article 8.05(B), seniority will be determined by the earlier date of the Board meeting at which the teacher was first hired into the District. If two or more members were hired at the same Board meeting, seniority will be determined by first giving full-time members seniority over part-time members, and then by the roll of a die. The member who rolls the highest number will be placed on the list before the other member(s). The tiebreaker process using the highest number rolled will take place during the first week of employment.
2. Placement on the seniority list using the tiebreaker procedures is subject to other adjustments due to leaves of absence, break in continuous service, etc., consistent with Article 8.05.

8.06 PERSONNEL FILES

A. Right to Review

A bargaining unit member shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

B. Right to Have Representative Present

A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review.

C. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a bargaining unit member is intended to become a part of the member's file, it shall be reviewed by the Principal and the member involved and initialed by the member prior to being placed in the personnel file. After receiving the communication, the member shall sign it to acknowledge he/she has had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication. The member shall be afforded the opportunity to file a written reply which will be attached to the communication.

D. Right to Challenge Contents of File

1. A bargaining unit member will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.
2. The document(s) will then be reviewed by an appropriate member of the administrative staff.
3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in O.R.C. Section 1347.05 shall apply.

E. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the bargaining unit member has neither seen or had the right to challenge.

F. Personnel Files

In the event any person, other than the employee's Supervisor or other Administrator or Board member, seeks to review the personnel file of a bargaining unit member, the bargaining unit member shall be notified of the request. The notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review if applicable. If the member asks to be present at the time of the review, then to the extent practical, the review will be scheduled to avoid conflicts with classroom instruction.

G. Administrative Files

There will be only one official personnel file maintained on each bargaining unit member. Any items maintained by an administrator outside of the official personnel file must be submitted to the official personnel file within one year of the incident giving rise to the documentation; otherwise, the record maintained in an administrator's unofficial file will be destroyed consistent with the District's destruction of records, policy and procedures.

8.07 EVALUATION

A. Purpose and Procedure

1. The purpose of evaluation and observation is to:
 - a. Identify and document observed teacher competencies.
 - b. Establish a uniform, objective framework of observing and assessing teacher performance.
 - c. Commend exemplary teacher practices.
 - d. Identify areas for improvement and positive assistance.
 - e. Facilitate teacher/evaluator communication.
 - f. Provide a basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract nonrenewal or termination.
2. Procedures
 - a. Within thirty (30) days of a bargaining unit member's first workday, he/she shall be notified of the name of his/her evaluator.
 - b. Teachers new to the District shall be formally briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent/designee within thirty (30) working days of the first required teacher workday.
 - c. The evaluation of counselors and librarians shall be based on their performance of assigned duties, including classroom and group responsibilities.

B. Observation and Evaluation Cycles

1. Limited Contract Employees
 - a. New teachers, teachers whose limited contracts are up for renewal, teachers who have given timely notice for consideration of issuance of a continuing contract, and teachers whose last evaluation was unsatisfactory will be observed at least two (2) times before December 31 with a mid-term evaluation completed by February 1. They will be observed at least two (2) additional times between the midterm evaluation and their summary evaluation which is to be completed by April 1.
 - b. Teachers whose limited contracts are not up for renewal will be observed at least one (1) time before December 31, and at least one

(1) time between January 1 and their summary evaluation which is to be completed by April 1.

2. Continuing Contract Employees

- a. Teachers on continuing contract whose last administrative evaluation was satisfactory shall be observed at least one (1) time before their summative evaluation which is to be completed at least once every two (2) years by May 15.
- b. Teachers on continuing contract whose last evaluation was unsatisfactory shall be evaluated in the same manner as teachers on a limited contract whose last evaluation was unsatisfactory.
- c. The summary evaluations cited in 8.07B.2.a, above, shall reference the observations and progress of the teacher from the preceding year.

C. Classroom Observations

1. Classroom observations required by Section 8.07B, above, shall be for a duration of at least thirty (30) consecutive minutes.
2. Within five (5) days of each classroom observation, the evaluator shall prepare an observation report and schedule a conference to review and discuss it with the bargaining unit member. By mutual consent, the teacher and the Principal may waive this conference with a signature.
3. When evaluation and observation conferences are held, an attempt shall be made to have such conference uninterrupted and of sufficient length to discuss the observation.
4. Any teacher responsible for instruction in more than one (1) department/building shall be evaluated by no more than one (1) administrator. The bargaining unit member and/or the evaluator may request additional observations by another administrator or supervisor.
5. The requirement for classroom observations applies only to members whose principal duty is classroom teaching. Evaluations of other members, such as counselors and librarians, shall be based on their performance of assigned duties and may be based on observations that occur throughout the course of the counselors' and librarians' normal workday. The frequency of observations as reflected in the Formative Observation and Evaluation Forms (E 1 and E 3, respectively) and Summative Observation and Evaluation Forms (E 2 and E 3, respectively) will be consistent with Section 8.07(B) above.

D. Observations by Supervisors and Other Administrators

1. In specialty areas (e.g., Art, Music, Special Education, etc.), evaluators are permitted and encouraged to obtain information from supervisors and other administrators for use as input for the evaluation.
2. A bargaining unit member assigned to multiple buildings shall have his/her summative evaluation based on input from administrators of all buildings that member serves.
3. Any information provided by a supervisor and/or other administrator shall be in writing and a copy provided to the bargaining unit member, and may be reflected in written evaluation.
4. Evaluators may request observation information from other administrators when the evaluator has determined the bargaining unit member's classroom performance is unsatisfactory.
5. If a supervisor and/or other administrator provides written information to the formal evaluator about the classroom performance of a bargaining unit member, it shall be based on a classroom observation and shall be presented to the evaluator within five (5) days of such observation.

E. Formal Evaluation

1. A bargaining unit member will not be evaluated on the information received from another bargaining unit member or from a substitute teacher. This shall not, however, preclude a Head Coach from making a recommendation regarding the job performance, under a supplemental limited teaching contract, of an Assistant Coach. Information received from third parties (i.e., information received from a student, parent or staff member) will be investigated by the administration and discussed with the teacher. If the administration believes the information is accurate, relevant, and relates to the teacher's performance, it may be used for evaluation purposes. A "third party" does not include input from another administrator who directly observes a concern. The name of the administrator will be provided, along with the date of the observed concern.
2. The evaluator shall give the bargaining unit member a signed copy of the evaluation at least two (2) days prior to the evaluation conference.
3. The bargaining unit member shall sign the evaluator's copy of the evaluation solely for the purpose of acknowledging receipt of the evaluation and that a conference took place.
4. Within ten (10) days after the above conference, the bargaining unit member may file a written response to the evaluation with the Superintendent. The Superintendent will sign the member's copy of the response solely for the purpose of acknowledging receipt of the response. The response will be attached to and made part of the evaluation.

F. Performance Improvement Plans

1. Should unsatisfactory performance be recorded in the observation or evaluation of a teacher, the evaluator shall meet with the teacher to provide the teacher with specific, written recommendations for improvement. This meeting will occur within five (5) workdays of the observation or evaluation. The administrator shall provide assistance to the teacher as he/she attempts to remediate his/her deficiencies. The administrator shall direct positive assistance which may include, but is not limited to the following: classroom visitations, inside or outside the District; attendance at in-service sessions; and pairing with a mentor, if available. (See Appendix E 4)
2. Generally, the teacher shall have forty (40) school days in which to make corrections or improvements of any noted deficiencies after the evaluator has noted them to the teacher and has provided assistance as outlined in Section 8.07F.1, above. Where the school year permits, at least one (1) observation shall be conducted within forty (40) school days of the date of notification of the deficiencies to note the extent of progress. However, the teacher shall not be formally observed or evaluated the last ten (10) days of the school year.

G. General Provisions

1. The observation and evaluation instruments for classroom teachers or others, such as tutors and librarians are incorporated herein as Appendices E 1 and E 2.
2. The observation and evaluation instruments for guidance counselors are incorporated herein as Appendix E 3.
3. When, due to illness or other circumstances beyond an evaluator's control, an evaluator is unable to meet deadlines imposed by this Article, compliance with the deadline will be waived for a reasonable period of time under the circumstances, not to exceed fifteen (15) days. Alternatively, another designated Administrator may perform the function of evaluator.
4. This evaluation procedure does not apply to evaluations pertinent only to a bargaining unit member's performance of extra duties pursuant to a supplemental contract.
5. For the purpose of this Article "day" shall mean "workday."
6. Unless otherwise mutually agreed, an observation conducted as part of the formal evaluation shall not take place during the last workday preceding or the first workday following and recess period, the first day back to work after three (3) consecutive days of absence by a bargaining unit member being observed, or on the following days: Halloween, days on which parties are scheduled and field days. A teacher may be observed during the first ten (10) days of school by announced observation.

7. Any alleged violation of the procedural aspects related to evaluations of limited contract teachers shall be subject to the grievance procedure set forth in Article III. These evaluation provisions supersede O.R.C. 3319.111.

H. Evaluation Committee

1. In order to work collaboratively on the creation of a revised evaluation procedure that is consistent with ORC 3319.111 and 3319.112 and to define comparable evaluations, the Board and the Association shall convene an Evaluation Committee no later than November 15, 2012.
2. The Evaluation Committee shall consist of up to six (6) bargaining unit members and up to six (6) administrators. The Superintendent and Association President shall be responsible for appointing individuals to their respective teams. This number shall include the possible participation of Board counsel and/or the OEA/NEA Labor Relations Consultant.
3. The Evaluation Committee will be given a maximum of three (3) release days, to be scheduled by mutual agreement of the Evaluation Committee members.
4. By January 15, 2013 the Evaluation Committee shall make recommendations on a revised Evaluation Procedure and the definition of comparable evaluations to the Board and the Association negotiation teams. If the negotiation teams are unable to reach tentative agreement on a revised evaluation procedure that is consistent with ORC 3319.111 and 3319.112 and the definition of comparable evaluations by February 1, 2013, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS). If the parties are unable to reach an agreement or the tentative agreement is not ratified by the Association, the issues will be submitted to the American Arbitration Association (AAA) for final and binding arbitration utilizing AAA's expedited process. The arbitration decision must be issued no later than May 31, 2013.

8.08 NO REPRISAL

There will be no reprisal taken against a bargaining unit member by reason(s) of his/her membership in the Association or participation in lawful Association activities not inconsistent with this Agreement.

8.09 COMMUNICABLE DISEASES

- A. Bargaining unit members with communicable diseases will be entitled to leaves in accordance with other provisions of this Agreement and with law.
- B. Decisions concerning employment status of members with communicable diseases shall be made in accordance with law, including both nondiscrimination and public health laws.
- C. Based upon available medical information and applicable legal requirements, the Superintendent may assign the member to return to his/her usual place of employment unconditionally or to a work assignment under restrictive conditions or the Superintendent may seek to have the member utilize Sick Leave or be placed on a leave of absence. The Superintendent shall seek information from the

member's physician and appropriate public health official(s), and may, at the Board's expense, require the member to submit to a medical examination by a Board-designated physician.

8.10 OCCUPATIONAL SAFETY AND HEALTH

A. Notice of Violation

Before exercising his/her right under O.R.C. Section 4167.06, a bargaining unit member will contact the Principal or the Superintendent and review all existing facts. An Association representative shall be a party to the review. The parties shall discuss possible remedies to the safety or health concern.

B. Discrimination Claims

In the event a bargaining unit member wishes to or actually asserts a claim of discrimination for having filed an occupational safety or health violation as defined in O.C.R. Section 4167.13, the Superintendent shall have the right to a meeting with the Association in order to (1) review all existing facts and (2) to determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.

C. Internal Administrative Procedure

The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.C.R. Section 4167.10 without first having met with the Superintendent to review all existing facts and possible corrective measures. However, nothing in this Article shall preclude a member from rights guaranteed under the statute.

8.11 THIRD-PARTY COMPLAINTS

When a complaint is brought to the attention of the building administrator regarding a bargaining unit member and the administrator believes the complaint has merit, the building administrator will investigate and will share the complaint with the member. The notification to the member will include the nature of the complaint and the identity of the complainant, unless the investigation could be compromised by divulging the identities or, based on the administrator's best judgment, divulging the identity of the complainant would be counterproductive. Any complaints that are required to be kept confidential pursuant to law are not subject to this provision (i.e., child abuse complaints).

ARTICLE IX. WORK YEAR AND WORKDAY

9.01 WORK YEAR

A. Length of Work Year

1. The work year for a bargaining unit member shall be one hundred eighty-four (184) days, unless reduced by calamity days as provided in O.R.C. Section 3317.01. Members new to the District may attend up to two (2) additional days for orientation and in-service, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association.
2. Guidance counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected guidance counselors.

B. Make-Up Work Year

1. The work year shall contain a maximum of:
 - a. One hundred eighty (180) days for instruction, which shall include four (4) days on which classes are dismissed for one-half (1/2) day or two (2) full days for the purpose of effective individualized parent conferences in the elementary Grades PreKindergarten-Six (PreK-6) and one (1) full day for Grades Seven-Twelve (7-12); Kindergarten teachers who teach two (2) one-half day sessions on request will have an additional one (1) full day for conferences during regular work hours, with a substitute provided.
 - b. One (1) workday at the beginning of the work year during which a classroom teacher will not be assigned pupil contact or required to attend more than two (2) hours of building-level meetings;
 - c. One (1) records day at the end of the work year during which a classroom teacher will not be assigned pupil contact.
 - d. One (1) four (4) hour in-service day/curriculum day as provided in Sections 10.04E and 10.05I.
2. Conferences referenced in Paragraph B.1.a, above, may be scheduled by the Administrator during the school day or during the evening or for one-half (1/2) a day plus an evening.

C. School Calendar

The Superintendent will provide a proposed calendar to the Association President by November 30 of years in which calendars are being adopted. The Association then will have at least 30 days to give its comments and recommendations to the Superintendent before a proposed calendar is submitted to the Board for action.

9.02 WORKDAY

A. Minimum Duty Hours

The typical workday of a bargaining unit member will be no longer than seven and one-half (7-½) consecutive hours. The typical workday of members assigned to grades PreK-6 shall not start earlier than 8:00 a.m. nor end later than 4:00 p.m. The typical workday for members assigned to grades 7-12 will not start earlier than 7:15 a.m. nor end later than 3:15 p.m. The elementary student day will not exceed six (6) hours and thirty-five (35) minutes. The beginning and ending of the workday at a particular building will be established by the administration consistent with these parameters. Encore members may be assigned a duty either before or after the student day.

B. Flex Time Scheduling

By mutual agreement between the bargaining unit member and the appropriate Administrator, and reflected on the flex time form located on the intranet, the beginning and ending of the workday may be adjusted as long as:

1. There is no change in the length of the teacher's workday;
2. The new times do not conflict with the established student day except as provided in (d) below.
3. The teacher continues to make himself/herself available as needed during the normal workday for parent conferences and necessary hearings and meetings.
4. The high school administration may approve a flexible schedule at the request of a high school teacher that falls outside of the established student day (e.g., 0 to 6th period or 2nd to 8th period) where the flexible schedule meets the needs of the high school course offerings.
5. On Fridays, days of evening conferences, and days preceding holidays, a bargaining unit member will be excused fifteen (15) minutes after the last dismissal of the students in the grade level at which he/she is assigned.

C. Duty Free Lunch Period

Included in the workday of a bargaining unit member shall be a duty free lunch period of at least thirty (30) consecutive minutes.

D. Preparation Time

1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:

- a. Elementary – Two hundred ten (210) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than twenty (20) consecutive minutes.
- b. Middle School – One (1) regular class period.
- c. Senior High School – One (1) regular class period.

E. Traveling Teachers

1. Every effort will be made to limit building assignments of traveling teachers to two (2) buildings per day and to schedule adequate travel time between assignments, taking into consideration set up and tear down time in addition to travel time. In establishing the schedules for traveling teachers, the affected teachers will have input.
2. The traveling teacher's schedule will include the designated "home school" of the traveling teacher and the administrator responsible for evaluating the traveling teacher.

9.03 MEETINGS OUTSIDE OF THE WORKDAY

A. Meetings with Parents and Students

A bargaining unit member shall be available as needed beyond the above established workday for meetings with either students or parents. The member shall be responsible for arranging all student or parent conferences. Additional supplementary conferences will be conducted by a bargaining unit member as his/her professional judgment dictates.

B. Secondary Building Faculty Meetings

Bargaining unit members at the secondary level (grades 7-12) shall not be required to attend more than one (1) building faculty meeting per month. Each member will be required to attend such meeting not to exceed thirty (30) minutes outside the workday.

C. Evening Meetings

1. Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. All teachers shall be required to provide parents with a sign-up sheet to schedule parent-teacher conferences at the above meetings. A bargaining unit member is to file copies of conference reports in the pupil's office cumulative folder.
2. Guidance Counselors will not be required to attend more than five (5) evening meetings per school year.

D. IEP Meetings

To the extent possible, IEP meetings shall be held during the workday with class coverage provided for participating bargaining unit members. In the event an IEP meeting cannot be scheduled during the workday, members who are required to attend outside the workday shall be compensated at the curriculum rate.

9.04 MEETINGS WITHIN THE WORK DAY

A bargaining unit member shall not be expected to attend more than one (1) meeting per week during the workday. Except for emergencies, these meetings shall be scheduled at least two (2) days in advance. Meetings related to students (IEP, 504, and RTI) and the monthly faculty meetings are excluded.

9.05 ENCORE SCHEDULES

Encore bargaining unit members shall receive their tentative schedules for the following school year by June 1. The tentative schedule will include the assigned school, including the home school, for traveling members.

ARTICLE X. WORKING CONDITIONS

10.01 SUBSTITUTE TEACHERS

Substitutes will be provided as needed in all subjects and grades in the curriculum, providing properly certified/licensed and qualified personnel are available. The Administration will exert all reasonable effort to maintain adequate substitute lists.

10.02 PREPARATION OF REPORTS

A. Report Cards

Report cards for students will be recorded on a District-approved reporting tool and sent home with pupils in accordance with the calendar adopted for the school year.

B. Interim Reports

Parents of pupils in Grades One (1) through Twelve (12) will be given administratively approved interim reports each grading period if the pupil is not averaging passing work during the grading period. Bargaining unit members also are encouraged to communicate with the parent whenever appropriate.

C. Preparation of Electronic Reports/Progress Book

The Administration and Association shall work collaboratively to implement any changes in the electronic reporting system. All bargaining unit members shall be offered proper and adequate training before any changes in the electronic reporting systems are implemented. Members shall have access to computers, during the workday, to complete required reporting. The window for submitting electronic reports/progress book will close at noon the third workday following the close of the grading period.

10.03 STUDENT/TEACHER ASSIGNMENT

A. Placement

If the Administration places student/teachers, they will be placed only with supervisory teachers who agree to accept a student/teacher assignment.

B. Supervisory Teacher List

1. All bargaining unit members shall be eligible for a student/teacher if they meet the following requirements:
 - a. Three (3) years of teaching service.
 - b. One (1) year at their present teaching position.
2. All teachers who meet the above requirements shall automatically be on the Supervisory Teacher's List unless they inform the Superintendent, in writing, by September 1 of each year that they do not wish to be on the list.

C. Student/Teacher Reimbursement

Any stipends or vouchers received by the District from the college or university sponsoring the student/teacher will be considered taxable income paid by the District to the supervising teacher.

D. Notice of Policy

The Administration agrees to notify the universities and colleges desiring to place students in the District of this policy.

E. Voluntary Acceptance

A bargaining unit member may decline a student/teacher placement at the time it is offered.

10.04 INCLUDED STUDENTS

A. Placement

1. The names of students who are included from special education classes into the regular classroom will be provided to the receiving teacher at least two (2) days before placement. The two-day notice requirement will be waived for students transferred in from other districts with IEPs providing for inclusion, provided that the teacher will be advised that the student is a special education student as promptly as possible.
2. Teachers will be given a tentative class roster, with special education students identified, at least one (1) week prior to the beginning of each semester.

B. Conferences

1. Classroom teachers and educational service personnel shall be invited to participate in the IEP/504 process for students to whom they are providing instruction. At the request of the regular classroom teacher, a conference will be held with the special education teacher to examine the IEP.
2. A copy of the student's IEP/504 will be provided to the classroom teacher(s) on request at the start of the school year and whenever the IEP/504/504 is changed. The current IEP/504 for each student will also be available to the classroom teacher in the school office and through the special education teacher. It is understood that an IEP/504 is a confidential document and teachers will take appropriate steps to maintain that confidentiality.

C. Support Services

The Board will provide support services, including physical support, mandated by the IEPs/504s, and may provide additional services. When a classroom teacher has an inequitable share of included/IEP/504 students requiring a high level of support, appropriate additional support services will be provided. Such additional support services may include one or more of the following: 1) additional planning time in lieu of a duty period; 2) aide(s) assigned to assist the teacher in performing duties; 3) assistance from LD tutors in the classroom when tutors are not individually tutoring other students; 4) other appropriate support.

D. Collaboration

When necessary, the administration may require/authorize collaboration time for special education and classroom teachers outside of the normal workday. Such authorized time will be paid at the curriculum rate.

E. In-Service Day

A four-hour in-service/curriculum day will be scheduled at the beginning of the school year. This day will be part of the one hundred eighty-four (184) day work year. In-service topics will be designed to provide appropriate instruction of practical value to the bargaining unit member. On in-service day afternoons, classroom teachers with responsibility for included/IEP students may, when approved by the administration, meet with special education teachers for collaboration purposes. Authorized collaboration time will be paid at the curriculum rate per Section 10.04D.

F. Special Education IEPs

Special education teachers, tutors, or speech therapists who have the responsibility of developing and writing Individual Educational Programs (IEPs) shall be given one (1) release day each year for the purpose of writing the IEPs. An additional release day may be authorized by the Director of Student Services due to extraordinary circumstances.

10.05 PROFESSIONAL DEVELOPMENT

A. Responsibilities of the Professional Development Committee (“PDC”)

The PDC is responsible for implementing, coordinating and evaluating effective professional development activities for all staff. This includes:

1. Assist in planning and evaluation of District in-service day(s).
2. Serve as liaison(s)/spokesperson(s) for their grade level/building, sharing information, ideas, securing feedback.
3. Assist with staff development activities conducted at the building level.

B. The PDC

The PDC shall be composed of seven (7) members: an elementary administrator, the Director of Curriculum and Instruction, and five (5) teachers appointed by the Association President.

C. Term of Office

The term of office for committee members shall be one (1) year.

D. Chairperson

The PDC Chairperson shall be determined by a majority vote of the committee members. The Chairperson will be responsible for coordinating the activities of the PDC, including preparing an agenda for and scheduling meetings and maintaining the “Redbook.”

E. Decision Making

The PDC will be trained in team building skills and consensus decision making and will operate by consensus.

F. Training

PDC members will receive paid release time to attend training specific to professional development and compliance with Ohio’s standards for effective professional development.

G. Meetings

The PDC will meet monthly throughout the school year (ten times).

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Compensation

Bargaining unit members on the PDC will be paid a supplemental of five percent (5%) of the base. If a bargaining unit member serves as the Chairperson, that member will be paid a supplemental of seven percent (7%).

J. Required Professional Development Activities

1. Twelve (12) hours per year will be allocated to professional development. At least four of those hours will be during the District-wide in-service day in October. The remaining eight (8) hours can be comprised of “Redbook” hours or a combination of an additional four (4) in-service hours during the January in-service day and four (4) “Redbook” hours. The PDC has the authority to determine whether the professional development needs of the district require the January in-service day be utilized for professional development in place of four (4) “Redbook” hours. Any teacher who does not complete the requisite professional development hours will receive a corresponding dock in pay.
2. Bargaining unit members may complete the equivalent amount of hours (four (4) or eight (8) contact hours) from approved District programs outside of the school day. These hours will be in lieu of a work day (8 hours) or half work day (4 hours) within the 184-day work year. The Professional Development Committee (PDC) will be responsible for approving those professional growth activities in accordance with the

procedures established by the PDC. The PDC will also be responsible for developing the District offerings. Accumulated contact hours in increments of less than four (4) will not constitute a full or partial day for purposes of substituting the scheduled in service days. The PDC will be responsible for verifying attendance and completion of hours. Any member who is presenting within the District will be awarded “double” the amount of clock hours for their presentation time. Hours accumulated for a given school year (to a maximum of 8 hours) may be completed between May 1 and April 30. Any bargaining unit member who does not meet this in service requirement for a given school year on or before April 30 will be subject to payroll deduction commensurate with the amount of time missed.

K. Bylaws

The PDC will maintain bylaws for the governance of the PDC.

10.06 RESIDENT EDUCATOR

A. Program

Resident educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

B. Mentors

Bargaining unit members wishing to serve as mentors may submit an application. Members selected into the mentor “pool” will receive training [up to a maximum of three (3) days] during the summer. Training required to become a mentor is stipulated in the job description. Members selected as mentors will be reimbursed at the greater of five hundred dollars (\$500.00) or the ODE reimbursement rate in effect for the given school year. The mentor job description delineates mentor responsibilities.

10.07 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

Pursuant to O.R.C. Section 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans and continuing education units and/or other equivalent activities related to classroom teaching and/or the area of licensure.

B. Term of Office

The term of office for committee members shall be three (3) years.

C. Composition and Selection

The LPDC shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

D. Chairperson

The Committee Chairperson shall be determined by majority vote of the committee members.

E. Decision Making

The choice of how to operate for decision-making purposes shall be discussed by the LPDC. The LPDC will make the choice to either operate by: majority vote or consensus. Prior to the implementation of whichever mode is chosen, the LPDC will be trained in team building skills. Once the decision of operation is made, that shall be the mode of operation for the LPDC.

F. Training

LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Paid release time shall be granted for training within the workday. Attendance at specific training meetings is subject to administrative approval under Section 7.05B, herein, but approval shall not unreasonably be denied. Such training may constitute an appropriate "equivalent activity" for committee members' own professional development plan. If training occurs outside the regular workday or work year, members shall be compensated for hours involved, including travel time.

G. Appeals Process

The LPDC shall retain an internal appeals process.

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Meetings

The LPDC shall meet as often as its members deem necessary to complete their work. An annual meeting schedule providing for at least six meetings spaced throughout the school year shall be posted in each building no later than September 10, and additional meetings may be scheduled as needed.

J. Compensation

Bargaining unit members on the LPDC (not Chairperson) will be paid a supplemental of five percent (5%) of the Base. The Chairperson will be paid a supplemental of seven percent (7%) of the Base.

10.08 RESPONSE TO INTERVENTION (RTI) TEAM

A. Purpose

The purpose of the RTI Team, which is comprised of bargaining unit members selected by the administration and employed under a supplemental contract, is to collaborate about and communicate the needs of students, evaluate how to meet those needs, and to monitor how those needs have been met through the (RTI) process. The Administration shall not use student's progress or lack of progress for evaluation or discipline purposes.

B. Training

RTI team members will receive training to the RTI process.

C. Meetings

The RTI team will determine the frequency of meetings at the building level and will further determine when and which regular education teachers will be invited to participate in the meetings. This is in addition to any district-wide RTI meetings. Where the RTI team determines it is appropriate, the individual(s) who will be implementing any Tier III interventions may be in attendance at that student's RTI meeting.

D. Compensation

RTI team members will be compensated per Appendix D.

10.09 CLASS SIZE

Subject to economic considerations and the availability of facilities and qualified staff, reasonable attempts will be made to continue to maintain class sizes appropriate to the grade in the elementary and course content in the secondary. The Administration will make a good faith effort to maintain class sizes of no more than twenty-six (26) students per class in grades K-6.

10.10 MASTER TEACHER

A. Definition

A Master Teacher is a teacher who demonstrates excellence inside and outside the classroom through consistent leadership, focuses on maximizing student learning, and strives for distinguished teaching and continued professional growth. The Master Teacher program is a voluntary professional growth opportunity for teachers of the District.

B. Eligibility

Bargaining unit members who meet the following criteria are eligible to apply to become Master Teachers:

1. Members who have a valid license/certificate;

2. Members who have taught a minimum of seven (7) years;
3. Members who work a minimum of one-hundred twenty (120) days during the school year; and
4. Members who work under a teaching contract.

A teacher certified through the National Board for Professional Teaching Standards (NBPTS), Ohio teachers of the year, and Presidential Award for Excellence in Math and Science Teaching recipient is inherently eligible for Master Teacher status.

C. Master Teacher Consortium

The District will remain in the Medina County Teacher Consortium unless the Superintendent and Association agree otherwise. The Association President shall appoint a volunteer teacher member(s) to the consortium. When the meetings occur during the workday, the teacher(s) shall receive release time to meet with the consortium.

D. Master Teacher Committee

1. If the parties agree to leave the above consortium then a District Master Teacher Committee shall be established to oversee the Master Teacher Program. The Committee's responsibilities shall include the following:
 - a. Facilitate the application process;
 - b. Confirm candidate's eligibility;
 - c. Review Master Teacher applications; and
 - d. Determine the District's Master Teachers.
2. The Committee shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Participation is voluntary.
3. Committee members shall be properly trained. Training will occur within the workday and release time will be granted.
4. The Committee shall meet as often as its members deem necessary to complete their work. Meetings will occur within the workday and work year.

ARTICLE XI. ASSIGNMENT AND CHANGES OF ASSIGNMENT OF PERSONNEL

11.01 VACANCY

A. Vacancy Defined

1. Unless the provisions of Article XII (Reduction In Staff) are implemented, a vacancy in a bargaining unit position shall exist when:
 - a. A bargaining unit member dies;
 - b. A bargaining unit member resigns;
 - c. A bargaining unit member retires;
 - d. A bargaining unit member has his/her limited teaching contract nonrenewed or terminated;
 - e. A bargaining unit member is promoted;
 - f. A bargaining unit member goes on a leave for a full school year; or
 - g. A new position is created with the bargaining unit.
2. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins.

B. Posting of Vacancy

1. Any administrative or bargaining unit vacancy or new position shall be communicated to all bargaining unit members via the District email and posted on the District website within ten (10) days of the date on which the vacancy arose.
2. A copy of the notice of vacancies shall be mailed to the Association President at the time it is posted.
3. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) workdays during the regular school year or fifteen (15) calendar days during the summer months, provided that vacancies arising after July 10 may be filled ten (10) days after posting.
4. Part-time bargaining unit members who are not selected for a full-time vacancy may request a conference with the interview team chair to discuss the specific reasons for the decision.

11.02 TRANSFER

A. Transfer Defined

1. Grades 7-12: Transfer means reassigning a bargaining unit member to a different building or subject area.
2. Grades 4-6: Transfer means reassigning a bargaining unit member to a different building, subject area, or grade level.

3. Pre-K-3: Transfer means reassigning a bargaining unit member to a different building or grade level.

These definitions of transfer exclude elementary specialists, counselors, and tutors, who will instead be consulted about changes in their building assignment(s) on an individual basis prior to the changes being finalized.

B. Voluntary Transfer

1. A bargaining unit member who desires to transfer into a vacancy or new position shall complete an electronic assignment preference form on or before March 1. For vacancies that are posted after March 1, interested members may submit an internal application form within time frames set forth in 11.01 B.4.
2. The Superintendent/designee will review and consider voluntary transfer requests for a vacancy before filling the vacancy by other means. If a bargaining unit member's transfer request is denied, he/she will receive the reasons in writing on request. Such reasons shall not be subject to the grievance process, and the reasons for the denial shall be considered confidential.
3. When a vacancy is posted pursuant to Section 11.01A, above, a bargaining unit member who is considering requesting the transfer will be given, on request, an opportunity to meet with the Principal of the building where the vacancy exists so that he/she can be informed about the vacancy and determine if he/she wants to request a voluntary transfer.
4. A bargaining unit member with seniority and appropriate certification/licensure will be given first consideration over other internal candidates in filling vacancies via a voluntary transfer.
5. Bargaining unit members' requests for voluntary transfers will be determined prior to considering nonbargaining unit member candidates.
6. If a bargaining unit member who has requested a voluntary transfer to a vacancy is not going to be transferred, that member will receive written notice when the decision is made.
7. The process for handling voluntary transfer requests is reflected in Appendix M.

C. Involuntary Transfer

1. Notice of an involuntary transfer known by the Administration as of June 20 will be given or sent to an affected bargaining unit member prior to July 1. Necessary involuntary transfers after July 1 will be handled on an individual basis as they arise. Absent extraordinary circumstances, involuntary transfers will not occur after July 15.
2. Before giving notice of an involuntary transfer, the Superintendent/designee, will contact the member affected and afford him/her an opportunity to discuss the proposed transfer. The bargaining unit member will be given sufficient information to determine if the transfer qualifies under Section 11.02C.3. Upon request, the member will be given the written reason(s) for the proposed transfer. If, after making a good faith effort, the Superintendent/designee, is unable to contact the member, then notice of the transfer may be sent.

3. When making an involuntary transfer which is unrelated to abolishment of the bargaining unit member's present position, or performance of the member to be transferred, or to that member's relationship with students, parents or building administration, the Superintendent will avoid transferring a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year.
4. A bargaining unit member will be notified at the time a decision is made to involuntarily transfer that member.
5. A bargaining unit member who is involuntarily transferred may request to be given notice of openings in which the member has expressed an interest. The written request for notice must also identify those teaching positions in which the teacher has an interest.

D. Miscellaneous Provision

The reasons for a voluntary or involuntary transfer decision will not be arbitrary or capricious.

11.03 AUTHORITY

By law, the authority to assign and transfer is vested solely in the Superintendent. The judgment of the Superintendent in exercising this authority may be limited only by the principle that it may not be exercised in an arbitrary or capricious fashion.

ARTICLE XII. REDUCTION IN STAFF

12.01 NEED TO REDUCE STAFF

If, after the effective date of this Agreement, the Board decides to effect a planned reduction in the number of bargaining unit members, for reasons specified in O.R.C. Section 3319.17 and/or because of financial inability to maintain the current programs, then the reduction will be achieved in the following manner.

12.02 METHOD OF REDUCTION

A. Attrition

The number of bargaining unit members affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practicable for a member who retires or resigns or whose limited contract is not renewed for reasons other than the planned reduction in the number of bargaining unit members.

B. Suspension of Teaching Contract

Within each area of certification affected, reduction not achieved by attrition shall be accomplished first by suspending the teaching contract of bargaining unit

members with limited teaching contracts and, second by suspending continuing teaching contracts. Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected) the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

C. The definition of comparable evaluations will be determined in accordance with Article 8.07(H).

D. Right to Bump

A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill (teacher to teacher/tutor to tutor).

12.03 NOTICE OF REDUCTION IN STAFF

The Board shall send written notice of contract suspension by certified mail, return receipt requested. Alternatively, the Board may have the contract suspension notice personally delivered to an affected bargaining unit member. Notices to affected members shall be sent at least sixty (60) days in advance of the layoff. Further, at least ninety (90) days in advance of the effective date of a layoff and before Board action on the layoff is taken, written notice of a possible layoff will be sent or delivered to the Association President.

12.04 RIGHTS WHILE ON SUSPENSION

A. Right to Substitute

1. A bargaining unit member whose teaching contract has been suspended by reason of a Reduction In Staff will be called to substitute, within his/her area of certification, before someone is called who does not hold a suspended teaching contract.
2. A bargaining unit member whose teaching contract has been suspended by reason of a reduction in staff will be given preference in long-term substitute assignments within his/her area of certification.
3. The refusal of a bargaining unit member, whose teaching contract has been suspended by reason of a reduction in staff, to accept an offer to substitute shall not waive his/her recall rights under Section 12.05, below, nor his/her right to preference in future assignments as a substitute.
4. Rights conferred by this Section 12.04A are subject to certification requirements and availability of the bargaining unit member when called. However, if no certified substitute is available, then a bargaining unit member on the Recall List will be offered the opportunity to substitute before the position is offered to another substitute who lacks proper certification.

B. Right to Insurance Benefits

1. Insurance coverage(s) shall be continued for a bargaining unit member whose teaching contract has been suspended by reason of Reduction In Staff upon his/her payment of the premium(s).
2. The premium(s) will be payable at the beginning of each month at the Treasurer's Office.

12.05 RECALL

A. Recall Defined

For purposes of this Section, "recall" means the right to be offered a position within the bargaining unit member's area of certification before the position is filled by hiring a person not already employed by the Board or by recalling a bargaining unit member with the same teaching contract status and with less continuous service in the District where the teachers on recall have comparable evaluations.

B. Right to Recall

1. A bargaining unit member whose continuing teaching contract was suspended shall have unlimited recall rights as provided in O.R.C. Section 3319.17 and shall be recalled based on area of licensure before a member with a limited teaching contract.
2. A bargaining unit member whose limited teaching contract was suspended, who keeps the Board informed of his/her address, email address, and phone number(s) shall have recall rights of two (2) years after the effective date of the suspension of his/her contract.

C. Notice of Recall

A notice of recall shall be made by certified mail in addition to any other arrangements made by the bargaining unit member.

D. Waiver of Recall Rights

A bargaining unit member who does not accept an offer of recall within fifteen (15) calendar days following the date the certified notice is sent shall be deemed to have waived his/her recall rights.

E. Part-Time Positions

Refusal or acceptance of less than a full-time bargaining unit position shall not affect continued recall rights.

12.06 RESTORATION OF BENEFITS

All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract, including unused accumulated Sick Leave, will be restored

to him/her upon his/her return to active employment. He/She will be placed on the proper step of the salary schedule according to his/her experience and education. A member will not receive increment credit for time spent on suspension nor will such time count toward the fulfillment of the requirement of acquiring tenure.

12.07 EFFECT OF THIS ARTICLE

This Article shall take precedence over any rights to reassignment in regard to any other provision of this Agreement.

12.08 POSITIONS

For purposes of applying Sections 12.02 through 12.07, above, the Board and Administration reserve the right to define positions and identify which positions will be affected. For example, if the Board has half-time work available in two (2) subjects (e.g., French and Spanish, or English and History), the Board would determine whether there are two (2) part-time positions available or only a single position requiring dual certification.

ARTICLE XIII. JOB-SHARING

13.01 JOB-SHARING

- A. The job-sharing team is composed of two (2) currently employed classroom teachers who share one full-time position.
1. Job-sharing arrangements will be for an entire school year.
 2. The total number of job-sharing teachers shall not exceed ten (10) teachers, i.e., five (5) pairs per year.
 3. Applications for job-sharing teachers must be submitted not later than March 1 of the prior school year. (Appendix K) The administrator's response approving or denying the application will be provided no later than May 1. Each teacher shall assume the responsibility for finding his/her job-sharing partner. No teacher shall be required to job-share. Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan, showing in detail all particulars with respect to the job sharing arrangement proposed by them, including (i) the duties to be shared by them and the manner in which all duties are to be shared, (ii) the responsibilities to be shared by them and the manner in which they are to be shared, and (iii) how they proposed to handle matters such as resignations, layoffs, pregnancy, unpaid child leave, and similar situations, which may arise in the course of the job sharing arrangement.
 4. Each teacher shall acquire one (1) year seniority for each year of job-sharing work providing each teacher works a minimum of 120 days per year.

5. Job-sharing teachers shall receive a pro-rata share of salary and leave benefits (e.g., sick leave, personal leave).
6. The schedule to be worked by job-sharing teachers shall be determined by the administration with input from the teachers involved.
7. A teacher with documented professional difficulties shall not be eligible for job-sharing.
8. Job-sharing applications will be considered annually. If one or both members wish to return to full time at the start of a new school year, they must continue job-sharing until a full-time position for which they are certified becomes available. If one member wishes to continue job-sharing, he/she must find a partner or resume a full-time teaching position.
9. Job-sharing teachers who teach in the morning must attend all morning meetings. Job-sharing teachers who teach in the afternoon must attend all afternoon meetings. Job-sharing teachers must attend all required evening meetings where requested, including IAT or IEP meetings. In addition, both must attend in-service days and field trips.
10. Not being able to job-share during a particular school year does not prevent a teacher from requesting a part-time assignment. However, once a teacher has entered into a contract for a part-time position, he/she is only guaranteed that percentage of employment in future years.
11. Members of the job-sharing team may substitute for each other at the normal substitute pay rate. If that member is not available to substitute, one will be called from the substitute list. For extended leaves of absence, the substitute (or job-sharing team member, if available) will continue to be paid at the normal substitute pay rate, with no additional benefits.

ARTICLE XIV. ELECTRONIC INSTRUCTION OCCURRING OUTSIDE OF THE
WORKDAY

Electronic instruction outside of the workday includes, but is not limited to, instruction provided via various forms of technology, including online classes, distance learning and virtual learning, all of which would occur outside of the workday. In the event electronic instruction courses outside of the workday are being considered, any impact upon terms and conditions of employment arising out of the potential courses to be taught via electronic instruction will be resolved on a case by case basis by the Association, the affected teacher(s) who are willing to teach the courses, and the administration. The resolution for each situation will not be precedent setting and will be reflected in a memorandum of understanding. If the parties are unable to reach agreement, the electronic instruction course outside of the workday will not be offered.

ARTICLE XV. EFFECTS OF AGREEMENT

15.01 DEFINITION OF TERMS

A. Days Defined

When used in this Agreement, “days” shall mean calendar days exclusive of all holidays when the Central Office of the Board is closed.

B. Superintendent Defined

Unless otherwise indicated, the term “Superintendent” when used in this Agreement is understood to mean the Superintendent/designee.

C. Treasurer Defined

Unless otherwise indicated, the term “Treasurer” when used in this Agreement is understood to mean the Board Treasurer/designee.

15.02 NONDISCRIMINATION

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation or policy relating to the terms and conditions of employment of a member on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status. The Board shall comply with applicable Ohio Law covering employment of a physically handicapped member.

15.03 CURRENT BOARD POLICIES

The Board shall maintain policy books and keep them current at all times. The Board shall be receptive to recommendations for additions or revisions to these policies that are in the best interests of the community. The current written policies will be made available to a bargaining unit member by placing them in the public library and making them available on-line.

15.04 IMPLEMENTATION

The Association and the Board will take such action as necessary to implement the Agreement.

15.05 SEVERABILITY

A. Provision Contrary to Law

If any provision(s) of this Agreement or any application thereof is contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. Renegotiation of Provision

Upon request of either the Association or the Board, within ten (10) days after a provision is found or determined to be contrary to law, the parties will meet solely for the purpose of negotiating the provision(s) affected.

15.06 AGREEMENT REPRODUCTION AND DISTRIBUTION

A. Reproduction

The Board will be responsible for the reproduction of the Agreement.

B. Distribution

1. Within sixty (60) days of ratification by the Association and the Board, each bargaining unit member shall receive a copy of this Agreement.
2. The Association President shall be provided with ten (10) additional copies of the Agreement.

15.07 MANAGEMENT RIGHTS

This Agreement represents the entire agreement between the parties, and no other agreements not specifically contained herein are in existence. The Board and Administration reserve all rights and powers under O.R.C. 4117.08I.

ARTICLE XVI. DURATION AND RATIFICATION

16.01 DURATION

Except as otherwise specified in this Agreement, the Articles of this Agreement shall become effective at 12:01 a.m. July 1, 2012, and remain in full force and effect until 12:00 midnight June 30, 2014.

16.02 CERTIFICATION OF TENTATIVE AGREEMENT

Tentative agreement on the foregoing Agreement between the parties is attested to on this ____ day of October, 2012 by the representative of the parties whose signatures appear below.

FOR THE ASSOCIATION

FOR BOARD:

Team Spokesperson

Team Spokesperson

Association President

Superintendent

Team Member

Team Member

Team Member

Team Member

Team Member

16.03 CERTIFICATE OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

By: _____
Its President

By: _____
Its President

By: _____
Its Bargaining Team Chairperson

By: _____
Its Superintendent

By: _____
Bargaining Team Member

By: _____
Its Treasurer

By: _____
Bargaining Team Member

FOR THE ASSOCIATION

Mark A. P. [Signature]

Team Spokesperson

Mark A. P. [Signature]

Association President

Peter J. Swann

Team Member

Jamara R. Stiver

Team Member

Robert Earle

Team Member

Teri H. Mackey

Team Member

[Signature]

Team Member

FOR BOARD:

Susan C. [Signature]

Team Spokesperson

Dale Fortner

Superintendent

DSIDBe

Team Member

Steve Brady

Team Member

Paula Canterbury

Team Member

Pepper Bates

Team Member

[Signature]

Team Member

16.03 CERTIFICATE OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

By: *Mark A. P. [Signature]*

Its President

By: *Peter J. Swann*

Its Bargaining Team Chairperson

By: *Jamara R. Stiver*

Bargaining Team Member

By: *Robert Earle*

Bargaining Team Member

By: *Teri H. Mackey*

Bargaining Team Member

[Signature]

By: *Chuck P. [Signature]*

Its President

By: *Dale Fortner*

Its Superintendent

By: *DSIDBe*

Its Treasurer

By: *Paula Canterbury*

Bargaining Team Member

By: *[Signature]*

Bargaining Team Member

APPENDIX A

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS, and WEA _____

ADDRESS _____ PHONE _____

SCHOOL _____ PRINCIPAL _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: _____

_____ INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE:

Describe the issue to be resolved and cite the Article(s) of the Agreement allegedly violated.

ACTION REQUESTED:

Have you discussed this with your Immediate Supervisor?

Yes _____ No _____

If, YES, what action has been taken so far?

Grievant

Copy to the Association President

Use back or attachments as necessary.

Wadsworth School District
Teacher Salary Schedule
2012-2013 and 2013-14
School Years

Years	Bachelor		Bach 150		Masters		Masters +15		Masters +30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	\$ 37,332 202.89	1.050	\$ 39,199 213.04	1.110	\$ 41,439 225.21	1.165	\$ 43,492 236.37	1.205	\$ 44,985 244.48
1	1.050	\$ 39,199 213.04	1.095	\$ 40,879 222.17	1.160	\$ 43,305 235.35	1.215	\$ 45,358 246.51	1.255	\$ 46,852 254.63
2	1.090	\$ 40,692 221.15	1.140	\$ 42,558 231.30	1.210	\$ 45,172 245.50	1.265	\$ 47,225 256.66	1.305	\$ 48,718 264.77
3	1.130	\$ 42,185 229.27	1.185	\$ 44,238 240.43	1.260	\$ 47,038 255.64	1.315	\$ 49,092 266.80	1.355	\$ 50,585 274.92
4	1.170	\$ 43,678 237.38	1.230	\$ 45,918 249.56	1.310	\$ 48,905 265.79	1.365	\$ 50,958 276.95	1.405	\$ 52,451 285.06
5	1.210	\$ 45,172 245.50	1.275	\$ 47,598 258.69	1.360	\$ 50,772 275.93	1.415	\$ 52,825 287.09	1.455	\$ 54,318 295.21
6	1.250	\$ 46,665 253.61	1.320	\$ 49,278 267.82	1.410	\$ 52,638 286.08	1.465	\$ 54,691 297.24	1.505	\$ 56,185 305.35
7	1.290	\$ 48,158 261.73	1.365	\$ 50,958 276.95	1.460	\$ 54,505 296.22	1.515	\$ 56,558 307.38	1.555	\$ 58,051 315.50
8	1.330	\$ 49,652 269.85	1.410	\$ 52,638 286.08	1.510	\$ 56,371 306.37	1.565	\$ 58,425 317.52	1.605	\$ 59,918 325.64
9	1.370	\$ 51,145 277.96	1.455	\$ 54,318 295.21	1.560	\$ 58,238 316.51	1.615	\$ 60,291 327.67	1.655	\$ 61,784 335.79
10	1.410	\$ 52,638 286.08	1.500	\$ 55,998 304.34	1.630	\$ 60,851 330.71	1.685	\$ 62,904 341.87	1.725	\$ 64,398 349.99
11	1.450	\$ 54,131 294.19	1.545	\$ 57,678 313.47	1.680	\$ 62,718 340.86	1.735	\$ 64,771 352.02	1.775	\$ 66,264 360.13
12	1.490	\$ 55,625 302.31	1.590	\$ 59,358 322.60	1.730	\$ 64,584 351.00	1.785	\$ 66,638 362.16	1.825	\$ 68,131 370.28
13	1.530	\$ 57,118 310.42	1.635	\$ 61,038 331.73	1.780	\$ 66,451 361.15	1.835	\$ 68,504 372.31	1.875	\$ 69,998 380.42
14			1.680	\$ 62,718 340.86	1.830	\$ 68,318 371.29	1.885	\$ 70,371 382.45	1.925	\$ 71,864 390.57
15			1.725	\$ 64,398 349.99	1.880	\$ 70,184 381.44	1.935	\$ 72,237 392.59	1.975	\$ 73,731 400.71
16					1.930	\$ 72,051 391.58	1.985	\$ 74,104 402.74	2.025	\$ 75,597 410.85
18	1.570	\$ 58,611 318.54	1.770	\$ 66,078 359.12	1.980	\$ 73,917 401.72	2.035	\$ 75,971 412.88	2.075	\$ 77,464 421.00
21	1.590	\$ 59,358 322.60	1.840	\$ 68,691 373.32	2.030	\$ 75,784 411.87	2.105	\$ 78,584 427.09	2.145	\$ 80,077 435.20
24	1.610	\$ 60,105 326.66	1.860	\$ 69,438 377.38	2.080	\$ 77,651 422.01	2.135	\$ 79,704 433.17	2.175	\$ 81,197 441.29
27	1.630	\$ 60,851 330.71	1.880	\$ 70,184 381.44	2.130	\$ 79,517 432.16	2.185	\$ 81,570 443.32	2.225	\$ 83,064 451.43

Wadsworth School District
Small Group Teacher Salary Schedule
Effective 2012-13 and 2013-14
School Years

Years	INDEX	FY 2013 and 2014	
		SALARY	
0	1.000	\$27,224	<i>147.95</i>
1	1.050	\$28,585	<i>155.35</i>
2	1.095	\$29,810	<i>162.01</i>
3	1.140	\$31,035	<i>168.67</i>
4	1.185	\$32,260	<i>175.33</i>
5	1.230	\$33,485	<i>181.98</i>
6	1.275	\$34,710	<i>188.64</i>
7	1.320	\$35,935	<i>195.30</i>
8	1.365	\$37,160	<i>201.96</i>
9	1.410	\$38,385	<i>208.62</i>
10	1.455	\$39,610	<i>215.27</i>
11	1.500	\$40,835	<i>221.93</i>
12	1.545	\$42,060	<i>228.59</i>
13	1.590	\$43,285	<i>235.25</i>
18	1.800	\$49,002	<i>266.32</i>
22	1.840	\$50,091	<i>272.24</i>
25	1.860	\$50,636	<i>275.19</i>

Wadsworth School District
Hourly Tutor Rates
Effective 2012-13 and 2013-14
School Years

Bachelors			
Years	INDEX		FY 2013 and 2014
0	1	\$	20.11
1	1.038	\$	20.87
2	1.076	\$	21.64
3	1.114	\$	22.40
4	1.152	\$	23.17
5	1.19	\$	23.93
6	1.228	\$	24.69
7	1.266	\$	25.46
8	1.304	\$	26.22
9	1.342	\$	26.99
10	1.38	\$	27.75
11	1.418	\$	28.51

Bachelors 150			
Years	INDEX		FY 2013 and 2014
0	1.038	\$	20.87
1	1.081	\$	21.74
2	1.124	\$	22.60
3	1.167	\$	23.47
4	1.21	\$	24.33
5	1.253	\$	25.20
6	1.296	\$	26.06
7	1.339	\$	26.93
8	1.382	\$	27.79
9	1.425	\$	28.66
10	1.468	\$	29.52
11	1.511	\$	30.38

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2012-2014

<u>ACTIVITY</u>	<u>Exp. 0-3 % of Base</u>	<u>Exp. 4-6 % of Base</u>	<u>Exp. 7-9 % of Base</u>	<u>Exp. 10+ % of Base</u>
ADVISORS – Grade 12 Class	5.00%			
Grade 12 Assistant	3.00%			
Grade 11 Class	4.00%			
Grade 11 Assistant	2.00%			
Grade 10 Class	1.00%			
Grade 9 Class	1.00%			
Grade 8 Class	1.00%			
Grade 7 Class	1.00%			
Academic Challenge Middle School	1.00%			
Academic Decathlon	4.00%			
Fishing Club	5.00%			
Intervention Assistance Team (IAT) Chair	3.00%			
IAT Member (#determined by building principal)	2.00%			
Hub Bus Ramp	4.00%			
Bus Duty	2.00%			
LPDC Chair	7.00%			
LPDC Member	5.00%			
Media Communications Event Coordinator	6.00%			
Mentor	Greater of \$500.00 or State reimbursement			
National Honor Society	5.00%			
Newspaper CIS	2.00%			
PDC Chair	7.00%			
PDC Member	5.00%			
Pep Club	3.00%			
Peer Tutor Advisor Middle School	5.00%			
Power of the Pen	2.00%			
S.A.D.D. High School	2.00%			
S.A.D.D. Middle School	1.00%			
Student Council High School	6.00%			
Student Council Assistant High School	4.00%			
Student Council Elementary	1.50%			
Student Council MS	1.50%			
Student of the Month	1.00%			
V.O.F.T.	1.00%			
Vocational Clubs ¹ (when State mandated)	1.00%			
Science Fair	3.00%			
ANNUAL	10.00%			
BAND DIRECTOR – High School	34.00%			
Assistant Band Director (HS/MS)	14.00%			
BASEBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
Reserve Coach	7.00%	7.35%	8.05%	8.75%

¹ Vocational Club Advisors will attend at least one (1) Saturday meeting for regional competition where/when applicable to activity and at least one (1) Saturday meeting for State qualifiers where/when applicable to activity.

APPENDIX D

<u>ACTIVITY</u>	<u>Exp. 0-3 % of Base</u>	<u>Exp. 4-6 % of Base</u>	<u>Exp. 7-9 % of Base</u>	<u>Exp. 10+ % of Base</u>
Freshman Coach ²	7.00%			
BASKETBALL (Boys') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9 th Grade Coach	10.00%	10.50%	11.50%	12.50%
8 th Grade Coach	8.00%	8.40%	9.20%	10.00%
7 th Grade Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Girls') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9 th Grade Coach	10.00%	10.50%	11.50%	12.50%
8 th Grade Coach	8.00%	8.40%	9.20%	10.00%
7 th Grade Coach	7.00%	7.35%	8.05%	8.75%
CHEERLEADERS – High School				
Varsity/J.V./Fall	4.00%	4.20%	4.60%	5.00%
Varsity/J.V./Winter	5.00%	5.25%	5.75%	6.25%
Freshman: Fall	2.50%	2.63%	2.88%	3.13%
Freshman: Winter	3.00%	3.15%	3.45%	3.75%
Middle School - Fall	2.00%	2.10%	2.30%	2.50%
- Winter	2.50%	2.63%	2.88%	3.13%
CROSS COUNTRY – Varsity Coach (Boys')	10.00%	10.50%	11.50%	12.50%
Varsity Coach (Girls')	10.00%	10.50%	11.50%	12.50%
Middle School (Boys'/Girls')	8.00%	8.40%	9.20%	10.00%
Middle School Assistant	7.00%	7.35%	8.05%	8.75%
CROSSING GUARD SUPERVISOR ELEM.	1.00%			
DEPARTMENT HEADS	3-6 Team	7-9 Team	10 & More Team	
High School Business, English,	5.00%	8.00%	11.00%	
Foreign Language, Guidance, H.P.E., Math,	[Each teacher in the Department three (3)			
Science, Social Studies, Special Education,	periods a day counts in total.]			
Vocational				
FACULTY MANAGER				
Middle School Athletic Director	7.00%			
Fall HS Faculty Manager	5.00%			
Winter HS Faculty Manager	5.00%			
FLAG CORP/AUXILIARY UNIT	8.00% for Fall & 9.00% Winter			
FOOTBALL – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistants	13.00%	13.65%	14.95%	16.25%
Reserve Coaches	13.00%	13.65%	14.95%	16.25%
9 th Grade Head Coach	12.00%	12.60%	13.80%	15.00%
9 th Grade Assistant	11.50%	12.08%	13.23%	14.38%
8 th Grade Head Coach	10.00%	10.50%	11.50%	12.50%
8 th Grade Assistant	9.50%	9.98%	10.93%	11.88%

² Contingency: Must have at least 15 freshman baseball players; if less than 15 players 3.5%.

APPENDIX D

<u>ACTIVITY</u>	<u>Exp. 0-3 % of Base</u>	<u>Exp. 4-6 % of Base</u>	<u>Exp. 7-9 % of Base</u>	<u>Exp. 10+ % of Base</u>
Middle School Assistant ³	9.50%	9.98%	10.93%	11.88%
GOLF – Varsity Coach (Boys/Girls)	10.00%	10.50%	11.50%	12.50%
Reserve Coach	6.00%	6.30%	6.90%	7.50%
GYMNASTICS – Varsity Coach	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
INTRAMURALS – Elementary	2.00%			
Middle School	2.00%			
High School	4.00%			
NATIONAL FORENSIC – Head Coach	15.00%	15.75%	17.25%	18.75%
Assistant Coach – Debate	13.00%	13.65%	14.95%	16.25%
Assistant Coach – All Events	10.00%	10.50%	11.50%	12.50%
NEWSPAPER – Senior High (Bruin)	10.00%			
Middle School	3.00%			
PLAYS ⁴ – High School Play	14.00%	x1.05%	x1.15%	x1.25%
High School Musical	20.00%			
Middle School Play	11.00%			
Middle School Musical	14.00%			
SOFTBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
Reserve Coach	7.00%	7.35%	8.05%	8.75%
SOCCER – Varsity Boys’ Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys’ Assistant	8.00%	8.40%	9.20%	10.00%
Reserve Boys’ Coach	8.00%	8.40%	9.20%	10.00%
9 th Grade Boys’ Coach	8.00%	8.40%	9.20%	10.00%
Varsity Girls’ Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls’ Assistant	8.00%	8.40%	9.20%	10.00%
Reserve Girls’ Coach	8.00%	8.40%	9.20%	10.00%
9 th Grade Girls’ Coach	8.00%	8.40%	9.20%	10.00%
SWIMMING – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
TENNIS – Varsity Boys’ Coach	10.00%	10.50%	11.50%	12.50%
Reserve Boys’ Coach	6.00%	6.30%	6.90%	7.50%
Varsity Girls’ Coach	10.00%	10.50%	11.50%	12.50%
Reserve Girls’ Coach	6.00%	6.30%	6.90%	7.50%
TRACK – Varsity Boys’ Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys’ Assistant	8.00%	8.40%	9.20%	10.00%

³ Contingency: Must have at least 45 middle school football players in grades 7-8 participating.

⁴ The above percentages shall be divided between the participating Directors. The distribution of these funds must be determined in advance of the performances and in time for Board action on the supplemental contracts. The experience factors of the Supplemental Salary Schedule shall be applied on an individual basis to the portion of the total percentage apportioned to each Director. Contemplates a total of six (6) productions.

APPENDIX D

<u>ACTIVITY</u>	<u>Exp. 0-3 % of Base</u>	<u>Exp. 4-6 % of Base</u>	<u>Exp. 7-9 % of Base</u>	<u>Exp. 10+ % of Base</u>
Assistant (Boys/Girls)	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	8.00%	8.40%	9.20%	10.00%
TRACK – Middle School				
Head Boys' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Boys' Coach	7.00%	7.35%	8.05%	8.75%
Head Girls' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Girls' Coach	7.00%	7.35%	8.05%	8.75%
VOCAL MUSIC DIRECTOR	6.00%			
VOLLEYBALL (Girls')				
Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9 th Grade Coach	8.00%	8.40%	9.20%	10.00%
8 th Grade Coach	8.00%	8.40%	9.20%	10.00%
8 th Grade Assistant	7.00%	7.35%	8.05%	8.75%
WEIGHT ROOM SUPERVISOR – Per Season	5.00%	5.25%	5.75%	6.25%
WRESTLING				
Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant ⁵	10.00%	10.50%	11.50%	12.50%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9 th Grade Coach	8.00%	8.40%	9.20%	10.00%
8 th Grade Coach	8.00%	8.40%	9.20%	10.00%
8 th Grade Assistant	7.00%	7.35%	8.05%	8.75%

The Board is willing to permit changes in the Supplemental Salary Schedule during the term of the Agreement, providing that all such changes must be suggested by either the Association or the Board and are agreeable to both parties.

All contracts issued for the life of this agreement will be paid at eighty-five percent (85%) of the amount reflected in Appendix D. All supplementals will be restored with the exception of Fall Faculty Manager for the 2012-13 school year. Department Head and the new bus duty supplemental contracts will be prorated for the number of days of the contract date for the 2012-13 school year. The eighty-five percent (85%) adjustment is retroactive to July 1, 2012.

⁵ Contingency: Must have at least 35 varsity wrestlers in grades 10-12 participating in program.

WADSWORTH CITY SCHOOLS
Formative Observation Form

APPENDIX E-1

Teacher _____ **School** _____ **Grade** _____

Lesson Observed _____ **Date & Time of Observation** _____

RATING SCALE
M = Meets/Exceeds Expectations I = Improvement Needed U = Unsatisfactory N = Not Applicable/Observed Any I or U rating will be noted in the summary. Additionally, any U rating will require Appendix E-3 to be completed.

Domain A: Organization

- _____ A1: Knowledge of Content
 - a. Demonstrates an understanding of the content previously learned, the current content, and the content that remains to be learned.
 - b. Knowledge of prerequisite relationships.
 - c. Knowledge of content-related pedagogy.

- _____ A2: Knowledge of Students
 - a. Knowledgeable of students' functioning levels.
 - b. Perceptive of the environmental factors that influence the students' performances.

- _____ A3: Appropriate Learning Goals for Students
 - a. Correlates appropriate instructional objectives which implement the courses of study/standards.
 - b. Provides a program responsive to students' capabilities and needs, which may include interventions.

- _____ A4: Teaching Methods, Instructional Materials, and Assessments
 - a. Provides clear plans with proper instructions for materials used and daily schedule, (substitute folder/grade book.)
 - b. Creates and selects appropriate assessment strategies.
 - c. Uses classroom performance and test data to revise instruction.
 - d. Uses district recommended instructional/technology materials.
 - e. Provides manipulatives and materials as needed.

Summary for Domain A:

Suggestions for Domain A:

Domain B: Learning Environment

- _____ B1: Classroom Environment
 - a. Maintains a pleasant classroom climate; safe and functional.
 - b. Arranges the classroom to maximize opportunities for student learning.
 - c. Uses positive reinforcement.
 - d. Communicates expectations for classroom behavior, rules and classroom procedures, and both positive and negative consequences.
 - e. Models safe practices including the proper and safe use of equipment.
 - f. Utilizes displays, bulletin boards, charts and/or materials related to safety, discipline, instruction, and achievement, where applicable.
 - g. Manages transitions.

- _____ B2: Rapport with Students
 - a. Encourages students, through the classroom discipline plan, to accept responsibility for their own behavior.
 - b. Encourages relationships that are professional, respectful, and friendly.

- c. Respects the individual's rights.
- d. Implements rules and procedures consistently, demonstrating self-control in difficult situations.

_____ B3: Learning Expectations
 a. Communicates learning expectations based on district curriculum goals and adopted courses of study.

Summary for Domain B:

Suggestions for Domain B:

Domain C: Instruction

- _____ C1: Communicating Clear Goals and Procedures
 a. Presents a variety of activities to spark student interest.
 b. Provides clear, explicit directions.
 c. Communicates objectives of the lesson.
- _____ C2: Content Presentation
 a. Appropriately uses a variety of instructional techniques.
 b. Employs a variety of materials and resources.
 c. Utilizes effective questioning strategies.
 d. Provides students with intervention opportunities.
 e. Provides accurate information.
- _____ C3: Assessment of Student Comprehension
 a. Provides individual student tasks appropriate to their ability/achievement level.
 b. Stimulates and challenges students to use higher-level thinking skills.
 c. Elicits frequent responses for active participation in student learning.
 d. Assesses learner performance through a variety of formal and informal techniques.
 e. Incorporates past learning, monitors student understanding, provides feedback.
 f. Maintains accurate records.
- _____ C4: Classroom Management
 a. Demonstrates the ability to work with individuals, small groups, and large groups.
 b. Modifies techniques and materials as teaching/learning situations require.
 c. Uses time efficiently.

Summary for Domain C:

Suggestions for Domain C:

Comments (by Evaluator or Evaluatee):

OVERALL OBSERVATION: _____ SATISFACTORY _____ UNSATISFACTORY

Signature of Evaluator _____ Date _____

Signature of Evaluatee* _____ Date _____

* The Evaluatee's signature indicates neither approval nor disapproval.

WADSWORTH CITY SCHOOLS

Summative Observation Form

APPENDIX E-2

Teacher _____ School _____ Date _____

RATING SCALE

M = Meets/Exceeds Expectations I = Improvement Needed U = Unsatisfactory N = Not Applicable/Observed
Any I or U rating will be noted in the summary. Additionally, any U rating will require Appendix E-3 to be completed.

Domain A: Organization

- _____ A1: Knowledge of Content
- Demonstrates an understanding of the content previously learned, the current content, and the content that remains to be learned.
 - Knowledge of prerequisite relationships.
 - Knowledge of content-related pedagogy.
- _____ A2: Knowledge of Students
- Knowledgeable of students' functioning levels.
 - Perceptive of the environmental factors that influence the students' performances.
- _____ A3: Appropriate Learning Goals for Students
- Correlates appropriate instructional objectives which implement the courses of study/standards.
 - Provides a program responsive to students' capabilities and needs, which may include interventions.
- _____ A4: Teaching Methods, Instructional Materials, and Assessments
- Provides clear plans with proper instructions for materials used and daily schedule substitute folder/grade book.)
 - Creates and selects appropriate assessment strategies.
 - Uses classroom performance and test data to revise instruction.
 - Uses district recommended instructional/technology materials.
 - Provides manipulatives and materials as needed.

Summary for Domain A:

Suggestions for Domain A:

Domain B: Learning Environment

- _____ B1: Classroom Environment
- Maintains a pleasant classroom climate; safe and functional.
 - Arranges the classroom to maximize opportunities for student learning.
 - Uses positive reinforcement.
 - Communicates expectations for classroom behavior, rules and classroom procedures, and both positive and negative consequences.
 - Models safe practices including the proper and safe use of equipment.
 - Utilizes displays, bulletin boards, charts and/or materials related to safety, discipline, instruction, and achievement, where applicable.
 - Manages transitions.
- _____ B2: Rapport with Students
- Encourages students, through the classroom discipline plan, to accept responsibility for their own behavior.
 - Encourages relationships that are professional, respectful, and friendly.

- c. Respects the individual's rights.
- d. Implements rules and procedures consistently, demonstrating self-control in difficult situations.

B3: Learning Expectations

- a. Communicates learning expectations based on district curriculum goals and adopted courses of study.

Summary for Domain B:

Suggestions for Domain B:

Domain C: Instruction

C1: Communicating Clear Goals and Procedures

- a. Presents a variety of activities to spark student interest.
- b. Provides clear, explicit directions.
- c. Communicates objectives of the lesson.

C2: Content Presentation

- a. Appropriately uses a variety of instructional techniques.
- b. Employs a variety of materials and resources.
- c. Utilizes effective questioning strategies.
- d. Provides students with intervention opportunities.
- e. Provides accurate information.

C3: Assessment of Student Comprehension

- a. Provides individual student tasks appropriate to their ability/achievement level.
- b. Stimulates and challenges students to use higher-level thinking skills.
- c. Elicits frequent responses for active participation in student learning.
- d. Assesses learner performance through a variety of formal and informal techniques.
- e. Incorporates past learning, monitors student understanding, provides feedback.
- f. Maintains accurate records.

C4: Classroom Management

- a. Demonstrates the ability to work with individuals, small groups, and large groups.
- b. Modifies techniques and materials as teaching/learning situations require.
- c. Uses time efficiently.

Summary for Domain C:

Suggestions for Domain C:

Domain D: Professionalism

- _____ D1: Efficiency
 - a. Turns in office correspondence promptly and accurately.
 - b. Performs duties promptly.
 - c. Provides accurate data to school/district as required.
 - d. Is able to substantiate grades/reports with appropriate documentation.

- _____ D2: Relationships
 - a. Cooperates with other professionals and the administration.
 - b. Utilizes support staff appropriately.
 - c. Informs appropriate personnel of school-related matters.
 - d. Shares ideas and experiences through communication networks.

- _____ D3: Professionalism
 - a. Demonstrates positive attitudes toward the profession.
 - b. Attendance is dependable and punctual (barring extenuating serious illness/injury).
 - c. Maintains professional behavior.
 - d. Appearance is professional.
 - e. Participates in district and building-level professional activities.
 - f. Keeps current with developments in the field.
 - g. Uses discretion in handling confidential information.

- _____ D4: Communicating with Parents/Guardians
 - a. Participates in conferences with parents.
 - b. Shares ideas with parents about how to improve student success.
 - c. Is responsive and available to parents.
 - d. Responds promptly to parental concerns.
 - e. Solicits parental input.

Summary for Domain D:

Suggestions for Domain D:

Comments (by Evaluator or Evaluatee):

OVERALL EVALUATION: _____ **SATISFACTORY** _____ **UNSATISFACTORY**

Signature of Evaluator _____ Date _____

Signature of Evaluatee* _____ Date _____

* The Evaluatee’s signature indicates neither approval nor disapproval.

WADSWORTH CITY SCHOOLS

Summative Observation Form

APPENDIX E-3

RATING SCALE				
M = Meets/Exceeds Expectations	I = Improvement Needed	U = Unsatisfactory	N = Not Applicable/Observed	
Any I or U rating will be noted in the summary. Additionally, any U rating will require Appendix E-3 to be completed.				
Formative Evaluation (<i>check one</i>):	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
Summative Evaluation (<i>check one</i>):	1 <input type="checkbox"/>	2 <input type="checkbox"/>		

Counselor _____

School(s) _____

- ____ 1. The professional school counselor assumes responsibility for developing, planning, and implementing a school counseling program appropriate to the needs of the students within that school.
- ____ 2. The professional school counselor teaches guidance lessons effectively.
- ____ 3. The professional school counselor encourages staff involvement to ensure the effective implementation of the guidance curriculum.
- ____ 4. The professional school counselor, in collaboration with parents and teachers, helps students establish goals and develop and use planning skills.
- ____ 5. The professional school counselor demonstrates accurate and appropriate interpretation of testing data and the presentation of relevant, unbiased information.
- ____ 6. The professional school counselor counsels individual students and groups of students with identified needs/concerns.
- ____ 7. The professional school counselor consults effectively with parents, teachers, administrators and other relevant individuals.
- ____ 8. The professional school counselor implements an effective referral process with administrators, teachers, and other school personnel (i.e., clothing/JFS/therapeutic counseling).
- ____ 9. The professional school counselor provides support for other programs.
- ____ 10. The professional school counselor has completed the counselor principal agreement and has discussed it with the administrator/principal.
- ____ 11. The professional school counselor's major responsibility is to the students.
- ____ 12. The professional school counselor implements intervention activities appropriate to his/her own school.
- ____ 13. The professional school counselor uses a master calendar to plan activities throughout the year.
- ____ 14. The professional school counselor knows how to collect and process data.

WADSWORTH CITY SCHOOLS
School Counselor Evaluation

- ____15. The professional school counselor collaborates with teachers, parents, and the community to promote the academic success of students.
- ____16. The professional school counselor promotes equity and access for students.
- ____17. The professional school counselor works to close the achievement gap.
- ____18. The professional school counselor encourages collaboration among all school staff.
- ____19. The professional school counselor demonstrates positive relationships.

ADMINISTRATOR COMMENTS:

COUNSELOR COMMENTS:

Administrator's Signature

Date: _____

Counselor's Signature

Date: _____

WADSWORTH CITY SCHOOLS

NOTICE OF UNSATISFACTORY PERFORMANCE/Performance Improvement Plan

The following item was identified as an area for immediate attention:

Specific recommendations for improving performance:

Additional Administrator and/or Teacher comments:

Signature of Teacher

Date

Signature of Evaluator

Date

Results:

APPENDIX F

SMALL GROUP TEACHERS AND TUTORS

PART ONE: SALARIED SMALL GROUP TEACHERS

The Board shall maintain the salaried full-time Small Group Teacher positions for so long as the incumbent employees (as of July 1, 2009) fill those positions. As the positions become vacated through attrition or otherwise, they will not be filled.

Salaried, full-time Small Group Teacher shall be employed on limited contracts of one (1) or two (2) years duration. They shall be eligible for continuing contract status as Small Group Teacher, provided that their continuing contract status shall not apply outside of the Small Group Teacher classification.

Persons employed in the salaried full-time Small Group Teacher positions shall be paid a salary in accordance with their training and experience on the negotiated Small Group Teacher Salary Schedule (Appendix C-2). The full-time Small Group Teachers may elect to enroll in the Board's insurance plans. Insurance benefits for Small Group Teachers will be the same provisions as for classroom teachers. Seniority rights, layoff and recall rights, and job bidding rights shall be restricted to the Small Group Teacher classification. Further, the work year and length of the workday for salaried tutors shall be the same as the work year and workday for classroom teachers, including a 30-minute duty free lunch. Small Group Teachers shall have two hundred (200) minutes of planning time during the workday each week. Except as otherwise provided in this Section, provisions of the Collective Bargaining Agreement shall apply to Small Group Teachers as they apply to classroom teachers.

PART TWO: HOURLY TUTOR

- A. Contracts: Except for tutors holding a salaried full-time position pursuant to Part One, above, LD and other tutors shall be employed on an hourly, as needed basis. They shall not be eligible for limited or continuing teaching contracts. Hourly tutors shall be reemployed only if the Board affirmatively acts to reemploy them for the following school year.
- B. Hourly Rate: Persons employed as hourly tutors shall be paid an hourly rate in accordance with their training experience on the negotiated Hourly Tutor Rate Schedules (Appendix C-3). Tutors shall be paid their hourly rate for each hour scheduled with students, regardless of student attendance, and for each hour required to attend meetings with Administrators, teachers or parents. Hours scheduled shall be rounded to the next highest quarter (1/4) hour for pay purposes. Pay will be biweekly.
- C. Other Rights
 - 1. The right to file grievances as to matters covered by this Appendix (Article III).
 - 2. Payroll deductions (Sections 4.01 and 5.03).
 - 3. Severance (Section 5.05)
 - 4. Mileage reimbursement (Section 5.06).
 - 5. No reprisals (Section 8.08).
 - 6. Nondiscrimination (Section 14.02).
 - 7. Disciplinary proceedings (Section 8.04).
 - 8. The right to leaves on a prorated basis as provided in Sections 7.01-7.13.

APPENDIX F

9. The rights afforded to Traveling Teachers (as applicable) (Section 9.02 D).
10. To the extent practical, the Administration will attempt to provide continuity in student scheduling.
11. Work Year/Workday: The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period. The maximum scheduled workday for secondary tutors shall not exceed seventy-five percent (75%) of the workday for secondary teachers; the maximum workday for elementary tutors shall not exceed seventy-five percent (75%) of the workday for elementary teachers.
12. Tutors will be evaluated at least two (2) times each year by a Special Education Supervisor, Principal or other designated Administrator. Tutors will be notified no later than September 15 of who their evaluator will be. Evaluation of tutors shall be based on performance of assigned duties. Ohio Revised Codes 3319.11 and 3319.111 rights and procedures shall not apply.
13. Layoff/Recall
 - a. In the event the Board reduces the number of LD tutors employed in the District, the reduction will be accomplished first by attrition and then by laying off LD tutors in order of seniority in the District, with the least senior tutors laid off first. An LD tutor shall have recall rights to a LD tutor position for twenty-four (24) months from the day of layoff. Recall will be in order of seniority, with the most senior tutor receiving the first offer of reinstatement where the tutors have comparable evaluations. Tutors shall receive at least 60-calendar days' notice of layoff. They shall have fourteen (14) calendar days to respond to a recall notice.
 - b. In the event the Board reduces the number of non-LD tutors employed in the District, the reduction will be accomplished first by attrition and then by laying off non-LD tutors in order of seniority in Wadsworth, with the least senior tutors laid off first where the tutors have comparable evaluations. A non-LD tutor shall have recall rights to a non-LD tutor position for twenty-four (24) months from the day of layoff. Recall will be in order of seniority, with the most senior tutor receiving the first offer of reinstatement where the tutors have comparable evaluations. Tutors shall receive at least 60-calendar days' notice of layoff. They shall have fourteen (14) calendar days to respond to a recall notice.
14. Tutor Hired for a Non-Tutor Bargaining Unit Position
 - a. If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of tutoring experience that consisted of at least eight hundred forty (840) seven hundred twenty (720) hours in any school year.
 - b. However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by January 1, 1992) or for seniority purposes for reduction in force. Seniority for reduction in force shall begin to accrue upon transfer to the new position.
15. Insurance: Tutors may enroll in Board insurance plans at their own expense, subject to eligibility requirements for such plans. The Board shall not be required to pay any portion of the tutor's premium expense.
16. Planning Time: Tutors working at least fifty percent (50%) will receive one hundred (100) minutes of planning time per week.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL DONATION FORM

If you would like to donate a sick day, please complete the form below and forward it to the Wadsworth Education Association (WEA) President or your building representative by October 1st. The donation is irrevocable.

Thank you for caring for the needs of a fellow teacher.

SICK LEAVE POOL DONATION FORM

I, _____, wish to donate
(Please print your name)
one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

Signature

Date

Building

This form should be sent directly to the WEA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WEA President. Days are used for catastrophic/life-threatening situations only.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPLICATION FORM

If you would like to use sick days, please complete the form below forward it to the Wadsworth Education Association (WEA) President.

SICK LEAVE POOL APPLICATION FORM

I, _____, wish to use _____ days
(Please print your name) (Print number)

of sick leave from the Wadsworth City Schools' Sick Leave Pool.

Signature

Date

Building

Attach your doctor's certificate to this form.

(Leave is for illness only. Days may be used for catastrophic or life-threatening situations only.)

***Please note that the** leave must be applied for and used in increments of 10 days with a maximum of 50 days.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPROVAL FORM

_____ has requested _____ days of sick
(Name of Teacher) (No. of Days)
leave from the Sick Leave Pool. As _____ has met
(Name of Teacher)
each of the criteria set forth in Section 7.01(F)(4) of the Agreement, the
request is approved.

(Signature of WEA President)

Date: _____

Verification of Eligibility for Processing:

(Signature of Superintendent)

Date: _____

WADSWORTH CITY SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____
(Employee) and have determined that he/she is able to resume all the essential job functions of
his/her position and so is eligible to return to work in the Wadsworth City School District.
The following limits exist or accommodations are necessary to resume his/her essential job
functions

Health Care Provider (Please print or type)

Signature

Telephone Number Date

Return this form to:

Treasurer
Wadsworth Board of Education
360 College Street
Wadsworth, OH 44281

WADSWORTH CITY SCHOOL DISTRICT
NOTIFICATION OF PERSONAL AND UNPAID LEAVE USAGE

Teacher's Printed Name: _____

Type of Leave Requested: Personal Unpaid (continuing contract employees only)

Date of Form Submission _____
Month Day Year

Date(s) of Personal/Unpaid Leave Use _____
Month Day Year

TIME PERIOD REQUESTED: FROM: _____ TO: _____

HOURS REQUESTED: All Day _____ Other _____

Hours/Days Used Previously: Personal _____ Unpaid _____

This Notification of Personal/Unpaid Leave Use Form shall be provided to the bargaining unit member's immediate supervisor at least five (5) days in advance of the anticipated absence. If circumstances make advance notice impossible, the bargaining unit member shall notify the immediate supervisor of his/her intent to use personal/unpaid leave as soon as practicable.

Personal Leave and Unpaid Leave are subject to the restrictions in Sections 7.02D.1-3 of the WEA Master Agreement.

I understand that abuse of Personal Leave will result in discipline up to and including termination.

Teacher's Signature Date

Principal's Acknowledgment Date

Approved Requires Superintendent's Approval

Superintendent's Date
Approval of Leave Requested During Restricted Time Period

**WADSWORTH CITY SCHOOL DISTRICT
EMPLOYEE REPORT OF INJURY**

(To be completed for work-related accidents or incidents of physical or verbal assault)*

Part I: Injured Employee's Statement

I, _____, certify that on _____, 20____, at _____ (a.m./p.m.),
I sustained the following injury: _____

Date of Occurrence _____ Place of Occurrence: _____

Circumstances leading up to the occurrence: _____

In the case of a physical or verbal assault, describe the person(s) inflicting the assault: _____

Have you had any previous work-related accidents? Yes No If yes, when? _____

Name(s) of witnesses to the incident: _____

To whom did you report the incident? _____

Date and time reported: _____

Hospital and/or doctor rendering treatment: _____

In the case of a physical or verbal assault, date the police report was filed: _____
(Please attach a copy of the police report.)

Date of This Report: _____
Signature of Employee

FORWARD TO PRINCIPAL OR SUPERVISOR

PART II: PRINCIPAL OR SUPERVISOR'S STATEMENT

Injury was reported on _____, 20____. Medical treatment (was / was not) required
(circle one).

Employee was sent to: _____
(State name and address of doctor and/or hospital)

Did employee require time off? Yes No

Dates of absence: _____ Date returned to work: _____

Principal or Supervisor signature

FORWARD TO BUSINESS MANAGER'S OFFICE

* A verbal assault is defined as a threat of physical injury that is direct, specific, and plausible.

WADSWORTH EDUCATION ASSOCIATION

APPLICATION FOR JOB-SHARING POSITION

If you would like to job-share, please complete the form below and forward it to the Superintendent's office.*

JOB-SHARING APPLICATION FORM

I, _____, wish to apply for
(Please print your name)
a job-sharing assignment for the school year beginning in _____

_____. I will job-share with

(Please print your partner's name)

Signature of Applicant

Date

Building

*Not later than March 1 of the prior school year, each participating member must individually complete and submit this Job Sharing Application Form and a Job Sharing Plan in accordance with Section 13.01 A.3.

**WADSWORTH CITY SCHOOLS
LEAVE VERIFICATION / REQUEST FORM**

Print Name _____

Building _____

I hereby request approval for leave as specified below (*check appropriate box*):

- Association** (*3 days advance notice*) (Section 4.02)
- Sick** (Section 7.01)
- Paid Adoption** (Section 7.03)
- Jury Duty** (Section 7.04)
- Summons/Subpoena** (Section 7.05)
- Assault** (*also attach completed Employee Report of Injury Form*) (Section 7.06)
- Unpaid Child Care** (Section 7.09)
- Military** (Section 7.13)

Dates / Times:

From: _____ To: _____

Total Hours (*1/4 hour increments*): _____

I certify that my use of leave is in compliance with Article VII of the Agreement and that any misuse of leave will result in discipline up to and including termination.

Signature _____

Date _____

Signature of Building Principal _____

Approval (as applicable)

Yes _____

Date _____

No _____

Date _____

Superintendent _____

Approval (as applicable)

Yes _____

Date _____

No _____

Date _____

OFFICE USE ONLY

Substitute Obtained _____

Date Request Received _____

Yes No

Date _____

Copy Treasurer's Office _____

Voluntary Transfer Requests

Criteria for Interviewing/Teaching a Lesson

1. A significant change of levels:
 - a. K-4 to 5-12
 - b. 5-6 to K-4
 - c. 5-6 to 7-12
 - d. 7-8 to K-6
 - e. 7-8 to 9-12 if subject area change
 - f. 9-12 to 7-8 if subject area change
 - g. 9-12 to K-6
2. Special Education classroom to a typical classroom setting
3. Typical classroom setting to Special Education classroom
4. Any other transfer that requires a significant change in teaching duties

Additional information regarding requests:

- Transfer within a building could require a meeting with the current principal.
- Transfer to another building could require a meeting with the receiving principal.
- At times, last minute changes are needed, based upon unexpected openings. Transfers may be given without the above protocol, if necessary.
- Candidates that have been interviewed previously may not be subject to the above guideline.
- A tutor wishing to move to a teaching position is NOT considered a transfer.
- A part-time teacher wishing to move to a full-time teaching position is NOT considered a transfer.

Note: If a teacher would like to be considered for one of the above transfers requiring an interview, but would like to opt out of the process and be considered on merit and past performance, the teacher can indicate this.

Positions for which Member would like to be considered for transfer in order of preference:

1. _____
2. _____
3. _____
4. _____

Name

Date