



08-09-13
12-MED-04-0504
2457-01
K29654

MASTER CONTRACT

BETWEEN THE

**BOARD OF EDUCATION OF THE
WAYNE LOCAL SCHOOL DISTRICT
WARREN COUNTY, OHIO**

AND THE

WAYNESVILLE EDUCATION ASSOCIATION

JULY 1, 2012

TO

JUNE 30, 2015

PREFACE

The Wayne Local Board of Education and the Waynesville Education Association recognize each other as co-partners with a common goal of educating the students of the Wayne Local School District.

To this end, the parties agree to work as equal partners in support of the Wayne Local Schools Mission and Vision Statement and the established Eight Pillars Excellence.

OUR MISSION...

Wayne Local Schools, in partnership with the community, is to develop in a diverse student population the intellectual foundation for beneficial life-long learning, the necessary values for success, and the appropriate skills to be an informed, responsible, productive, and adaptive citizen.

OUR VISION...

All students will be provided the highest possible quality education in a safe, nurturing, and caring environment, where staff will demonstrate a deep and abiding respect for everyone. We will display a passion for excellence in all we do.

OUR EIGHT PILLARS OF EXCELLENCE ARE...

1. We will provide a meaningful, rigorous, and adaptive curriculum for each student, including: intellectual skills in written and spoken communication, mathematics, science, technology, social studies, problem-solving, and the tools for application of knowledge.
2. We will provide skills and appreciation for the fine arts, physical activities, languages, and leisure time activities for each student.
3. We will provide the example, leadership, information and training to help each student function in an honest, moral, and ethical manner in their family, community, and society.
4. We will provide a highly trained, knowledgeable, caring teacher in every classroom whose mission is to teach each student and to maintain an environment that will enable each student to learn, grow, feel worthy, and become successful.
5. We will provide a highly trained, sensitive, and motivated staff that will support and foster the mission and vision.
6. We will teach and demonstrate a respect and appreciation for diversity of culture.
7. We will provide a safe, clean, and attractive environment where learning is an enjoyable, desirable, and eagerly pursued activity.
8. We will involve parents and members of the community in their active role as stakeholders in the school district.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE ONE	RECOGNITION AND TEACHER REPRESENTATION 1
ARTICLE TWO	NON-DISCRIMINATION POLICY STATEMENT 1
ARTICLE THREE	ASSOCIATION RIGHTS 2
ARTICLE FOUR	SUPERINTENDENT ADVISORY COUNCIL..... 5
ARTICLE FIVE	PERSONNEL FILES 5
ARTICLE SIX	COMPLAINT PROCEDURE 6
ARTICLE SEVEN	REDUCTION OF TEACHING STAFF 6
ARTICLE EIGHT	PROTECTION OF TEACHING STAFF MEMBERS 8
ARTICLE NINE	SALARY NOTIFICATION, CONTRACT STATUS 9
ARTICLE TEN	TRANSFERS, VACANCIES AND NOTICE OF ASSIGNMENT 10
ARTICLE ELEVEN	EVALUATION 11
ARTICLE TWELVE	WORKING CONDITIONS 17
	Rules and Regulations 17
	Faculty Meetings 18
	Advisory Council 18
	Open House and School Sponsored Functions 18
	Planning Time 19
	Extra Duties 19
	Principal's Absence 19
	School Day, Work Year, Calendar 20
	Calamity Days 20
	Parental Observations 21
	Student Tuition Charge 21
	Job Sharing 21
	Continuing Contract Notification 21
ARTICLE THIRTEEN	GRIEVANCE PROCEDURE 21
ARTICLE FOURTEEN	LEAVES 24
	Sick Leave 24
	Sick Leave Bank 26
	Disability Leave 26
	Disability Retirement 27
	Personal Leave 27
	Sabbatical Leave 28
	Leave For Teaching Overseas 28
	Military Duty 28
	Jury Duty 28
	Absence to Testify in Court...Pursuant to Subpoena 28
	Leave Of Absence Without Pay 29
	Child Care Leave 29

	Professional Leave.....	29
	Service-Connected Injury Leave	30
	Family Leave Act.....	30
ARTICLE FIFTEEN	HEALTH EXAMINATIONS	30
ARTICLE SIXTEEN	SEVERANCE PAY	31
ARTICLE SEVENTEEN	INSURANCE PROGRAMS	31
ARTICLE EIGHTEEN	SALARIES	35
ARTICLE NINETEEN	NEGOTIATIONS PROCEDURE	42
ARTICLE TWENTY	DURATION AND IMPLEMENTATION	43
FORMS	STAFF ABSENCE FORM	45
	SICK LEAVE BANK APPLICATION.....	46
	SICK LEAVE BANK PHYSICIAN VERIFICATION.....	47
	EVALUATION FORMS.....	48
	MEMORANDUM OF UNDERSTANDING.....	49
	LETTER OF INTENT.....	52

MASTER CONTRACT

This master contract is between the Board of Education of Wayne Local School District of Warren County, Ohio, hereinafter referred to as the "Board," and the Waynesville Education Association, hereinafter referred to as the "Association".

ARTICLE ONE - RECOGNITION AND TEACHER REPRESENTATION

- 1.01 The Board recognizes the Association as the sole and exclusive professional negotiations representative of the teaching staff employed by the Board in the bargaining unit set forth in Section 1.02, for purposes of negotiations regarding wages, hours and other terms of employment as such terms are defined in Ohio Revised Code Chapter 4117.
- 1.02 As used in the master contract the term "teaching staff" is defined as and the bargaining unit covered by this master contract is defined as: all full-time and regular part-time (under regular teaching contract) certificated personnel employed by the Board, but excluding the Superintendent, all principals, assistant principals, all others for whom certification in supervision, pupil personnel, curriculum or administration is required by the State of Ohio, all substitute teachers, educational aides, and all non-certificated employees such as, but not limited to, custodians and maintenance employees, cafeteria-food service employees, bus drivers, clerical employees and all other employees for whom teaching certification is not a requirement under Ohio law.
- 1.03 The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the Wayne Local School District and as the employer of all personnel of this school system under state law. Nothing in this master contract shall be interpreted as a limitation or abrogation or delegation by the Board of any of its statutory authority. The Association further recognizes that the Board has the sole responsibility for the management and control of all public schools of whatever name or character in the district and is specifically delegated under the Ohio Revised Code with the responsibility of making the rules, regulations and policies by which the district will be governed.

ARTICLE TWO - NON-DISCRIMINATION POLICY STATEMENT

- 2.01 In accordance with and as limited by applicable law, the Board agrees to extend employment opportunity to qualified applicants on a non-discriminatory basis without regard to race, color, creed, sex, age, national origin, or handicap.
- 2.02 In accordance with and as limited by applicable law, no teaching staff member shall, on the basis of sex, be excluded from participation in, denied the benefit of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

ARTICLE THREE - ASSOCIATION RIGHTS

3.01 Recognition of the Association as the sole and exclusive professional negotiations representative shall entitle the Association these exclusive privileges:

- A. The privilege to post official Association bulletins of a non-political nature on existing faculty bulletin Boards in faculty lounges or areas reserved for faculty use in school buildings. The term "political nature" as used in this section does not refer to internal Association elections. A copy of each bulletin posted shall be furnished, in advance, to the Superintendent and the building principal. Any bulletin posted in a building must be clearly marked as having been posted by the Association.
- B. The privilege to use the email, intra-school mail system and mail boxes, provided, however, all materials placed by the Association or its representatives in the mail slot of any professional staff member in the building must be clearly marked as having been distributed by the Association.
- C. The privilege to make announcements with regard to Association business at regular faculty meetings; provided, however, such announcements should be made after the regular items on the agenda for such meeting are concluded.
- D. A copy of the official agenda and related attachments for each Board meeting. Such materials will be given to the President of the Association after distribution to the Board, but before the Board meeting.
- E. The privilege to use Board-owned copiers, computers and printers in the various school buildings; provided, however, such machines shall not be operated by teaching staff members at times which will interfere with their normal teaching duties and provided further that:
 - 1. A request is made and use is arranged for in advance,
 - 2. The use is strictly to service the legitimate business of the Association as it relates to the membership within the building.
 - 3. The purpose is for internal business use of the Association and is not for public distribution, and
 - 4. Supplies in connection with such equipment used will be furnished or paid for by the Association.
- F. The privilege to use school building facilities for Association meetings; provided, however, the conditions for such use shall be set forth in the Use of Building policy of the Board.
- G. The privilege to make a brief address at the new teaching staff members' orientation meeting and on the first and last teacher work day.

3.02 In accordance with and as limited by applicable law, the Association agrees to represent all teaching staff members in the bargaining unit without regard to race, color, creed, sex, age, national origin, handicap, membership in or non-membership in the Association.

- 3.03 A representative of the Association will be permitted to provide input to the Board during public meetings of the Board on any subject on the Board agenda for such meeting. If the Association desires to have a matter placed on the agenda of any Board meeting, the Association will notify the Superintendent at least six (6) days in advance of the Board meeting of its desire to do so, indicating the subject which it desires to discuss with the Board.
- 3.04 Recognition of the Association shall not prevent any teaching staff member or group of teaching staff members, from making a presentation to the Board, on a subject which cannot properly be raised as a grievance under this master contract, in accordance with the policies of the Board. A request to do so shall be presented in writing to the Superintendent at least six (6) days prior to a regularly scheduled Board meeting. The request shall include names of individuals requesting the opportunity to make a presentation and the topic to be presented.
- 3.05 The Association shall also be recognized as the representative of the teaching staff for the purpose of providing input to and communication with the Board and the Superintendent concerning Board policies and/or administration procedures which are not contained in this negotiated master contract; provided, however, nothing in this master contract shall restrict or preclude the Board and/or the Superintendent and/or any principal from changing or adopting any policy or procedure or teaching condition at any time except that such action by the Board and/or the Superintendent and/or a principal shall not affect, in any way, the terms of this master contract.
- 3.06 Association representatives will be released to attend the Association Representative Assembly of the State Association. Each representative shall be granted a maximum of two (2) days, but the total of all eligible representatives will not exceed a collective total of four (4) days. Additionally, the Association President will be provided with one day of paid release time, upon request, to attend to Association business.
- 3.07 The President of the Association and/or a designee shall have the right to visit schools. Either prior to or immediately upon the President's or designee's arrival at any school, the President and/or designee shall advise the principal of his/her desire to visit the school and secure the permission of such principal to make the visit. Such permission will not be denied but may be delayed if the visit, at the time desired, will, in the opinion of the principal, interfere with the normal teaching duties of the teaching staff member to be contacted. Visits that are made to discuss with the principal special problems of teaching staff members must be arranged in advance with the principal. As a general rule, all meetings with teaching staff members should be held either before school or after school when students are not present.
- 3.08 The Association building representative may call meetings of Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association building representative shall advise the principal of the meeting. No Association meeting may be scheduled during class time, in conflict with other previously scheduled meetings or at any time when the meeting will disrupt the work activity of any teaching staff member to be in attendance at the meeting.
- 3.09 Fair Share Fee
- A. Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit 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 contract. 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.

- B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
 - 1. All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
 - 2. Upon Termination of Membership during the Membership Year -The Treasurer of the Board 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.
- D. 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.
- E. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(3) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio.
- F. 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.
- G. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board 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 (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
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.

ARTICLE FOUR – SUPERINTENDENT ADVISORY COUNCIL

- 4.01 The Superintendent, Association President and one (1) representative from each building appointed by the Association President shall meet once a month or as otherwise agreed by the parties. The dates and time for said meetings shall be established at the start of the school year by the Association President and Superintendent.

The purpose of the meetings is to strengthen communication in regard to district-wide concerns and other issues of mutual concern. The Superintendent will also share any administrative or policy changes that are being anticipated and seek input from the members.

Additionally, the representative from each building shall report on the issues discussed and/or resolved at the respective faculty advisory council (FAC).

- 4.02 Matters which may be properly processed under the Grievance Procedure set forth in this master contract will not be considered proper subjects to be raised under this procedure.

ARTICLE FIVE – PERSONNEL FILES

- 5.01 The personnel file for a teaching staff member shall be maintained in the Board/Superintendent's office. Said file shall be considered confidential except for information which is considered "directory information."
- 5.02 During normal working hours and upon reasonable advance request, a teaching staff member shall be able to review his/her personnel file and shall have the right to have a representative with him/her while reviewing the file. The file shall contain a record of those who reviewed the file and the day of the review.
- 5.03 A teaching staff member shall be provided a copy at no cost and the opportunity to read and initial any document before it is placed in his/her personnel file. Upon refusal of the affected teaching staff member to sign or initial a document intended for placement in his/her personnel file, such document may be filed so long as the date of refusal has been noted on the document. The initials or signature of a teaching staff member does not constitute agreement with the content of the document.
- 5.04 A teaching staff member may attach a written reply and/or rebuttal to any material being placed in his/her personnel file. Such reply/rebuttal shall be submitted by the teaching staff member within thirty (30) days of the date the material to which it is to be attached was placed in the file.

- 5.05 Anonymous letters or materials shall not be placed in teaching staff member's file, nor made a matter of record.
- 5.06 No documentation may be used in any proceeding involving a teaching staff member unless such documentation has been made a matter of record by following the provisions of this article.

ARTICLE SIX – COMPLAINT PROCEDURE

- 6.01 Teaching staff members shall be informed of any complaint by a parent, student, citizen, and/or administrator which is directed toward them if such may become a matter of record. "A matter of record" shall be defined as a written complaint, letter of reprimand, or any document, to be included in the teaching staff member's personnel file.
- 6.02 Any complaints directed toward a teaching staff member by a parent, student or resident of the school district must be submitted in writing to the Superintendent or principal. The Superintendent or principal shall give a copy to the teacher. The following procedure should be followed in the interest of resolving such complaints:
- A. If requested by the teaching staff member, a meeting between the complainant, complainant's parent(s) if complainant is a student, appropriate administrators (principal and/or Superintendent), and teaching staff member will be held within ten (10) school days after the request.
 - B. If the complaint is unresolved at such meeting, the teaching staff member may request a meeting with the complainant(s) at the next appropriate administrative level. Such meeting shall be held within ten (10) school days of meeting outlined in Step A above.
 - C. If the complaint is unresolved at the administrative level when the teaching staff meets, the complainant or the Superintendent may appeal the matter to the Board.
 - D. All parties may have representatives of their choice present at all levels of this procedure.
 - E. If the utilization of this complaint procedure results in a final determination that the teaching staff member was not guilty of conduct which should be a matter of record and/or the complaint is withdrawn/dismissed, the complaint and the complaint resolution proceedings will not be made part of the teaching staff member's official personnel file.

ARTICLE SEVEN - REDUCTION OF TEACHING STAFF

- 7.01 If the Board determines that it is necessary to reduce the number of teaching staff members at either the elementary or high school level or in special programs, the Board, after considering the recommendations of the Superintendent, may make reasonable reductions as determined by the Board, in accordance with the following guidelines:

- A. Such reductions shall be made through normal attrition - resignations, retirements, terminations or nonrenewals - to the extent possible.

Length of continuous service in the district (seniority) shall commence on the date of the Board meeting at which the teaching staff member was hired. If two (2) or more teaching staff members have the same seniority date, placement on the seniority list shall be determined by:

Total number of days of teaching experience as a substitute teacher in the district; then by total number of days of teaching experience in another school district; then be broken by lot.

- B. Suspension of contracts shall first occur to non-tenured teachers (teachers holding limited contracts) of least continuous seniority in the area of certification affected in the Wayne Local School District.
- C. Suspension of contracts shall occur to tenured teachers (teachers holding continuing contracts) only after all non-tenured teachers in the given teaching field have been suspended. Suspension of tenured teachers, when necessary, shall occur in the same manner as non-tenured teachers above.
- D. Displacement rights shall be limited to areas of the teacher's present certification on file with the Superintendent at the beginning of each school year.
- E. Unpaid leaves of absence exceeding more than one hundred twenty (120) days, excluding military leave, shall not constitute an interruption in continuous service; however, the time that the teaching staff member was on leave will not be counted in total years of service in determining district seniority rights.
- F. Seniority shall be lost when a teacher resigns, retires, or is under a suspended contract due to a reduction for a full three (3) years and is not reemployed under such period.
- G. Teaching staff members whose contracts have been suspended because of staff reductions shall be given the right of recall in their area(s) of certification in inverse order of suspension of contracts. Replacement rights shall be limited to areas of the teaching staff member's certification on file with the Superintendent at the time of suspension or additional areas of certification obtained after the time of suspension of contract. Notification of recall shall be forwarded by certified mail, return receipt requested, to the teaching staff member. Failure of the teaching staff member to accept recall within fourteen (14) days of either the receipt of the recall notice or first day of attempted delivery of recall notice shall relieve the Board's obligation to recall. Teaching staff members shall be responsible for notifying the Superintendent's Office, in writing, of address changes to which the recall notice is to be mailed. The recall notice shall be mailed to the last address of record on the records of the Board. The obligation of the Board to recall teaching staff members whose contracts have been suspended because of staff reductions is limited to three (3) calendar years after the date of the original suspension. The date of the suspension shall be at the end of the contract year in which it occurs.

- 7.02 When staff reduction is anticipated and suspension of contracts is to be recommended by the Superintendent, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association at least ten (10) days prior to formal Board action

to consider the suspension of contracts. The Superintendent and the Association shall confer on the reasons for such reductions/suspensions.

- 7.03 A list shall be prepared and updated annually ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignments. A list shall be prepared and updated annually ranking all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignments. A copy of these lists shall be given to the Association President by December 1 of each year.
- 7.04 A teaching staff member who is notified that his/her contract is suspended due to a reduction in force may continue on the insurance plans for up to three (3) years following the date such teaching staff member leaves the active working payroll of the Board by paying the full 100% premium for such insurance to the Treasurer of the Board on a monthly basis.
- 7.05 For the 2012-2013, 2013-2014 and 2014-2015 contract years, the provisions and procedures contained in Article 7, Reduction of Teaching Staff, shall be utilized and all bargaining unit members' evaluations shall be deemed "comparable" as defined in Ohio Revised Code §3319.17.

ARTICLE EIGHT- PROTECTION OF TEACHING STAFF MEMBERS

- 8.01 The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher and principal to find a reasonable solution to the problem. The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the Faculty Council of each building. Written building procedures regarding discipline shall be presented to each teacher at the beginning of each school year.

8.02 **Physical Assault of a Teacher by a Student**

A physical assault by a student, parent, guardian, or other person(s) against a teacher engaged in the performance of his/her duties and in exercise of his/her lawful authority is considered a flagrant act of intolerable behavior calling for prompt and vigorous support of the teacher by school authorities. Giving due regard to the age and size of the offender, there is a clear and urgent necessity for using the strongest disciplinary measures. In case of physical assault the procedures to be followed shall include, but not be limited to, the following:

- A. A teacher who has been physically assaulted shall make an immediate report to the principal or his/her designee, or as soon as physically possible. The teacher shall make a written report to the principal before leaving school that day, or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students and/or other persons who were involved in the incident and witness to the assault.
- B. The principal shall notify the Superintendent regarding the assault. If the principal and/or teacher deem it necessary, the principal or his/her designee shall notify the police. In any case the teacher, acting in a personal capacity, may notify the police if he/she judges such notification to be warranted.

- C. The accused student or students shall be withdrawn from classes immediately and detained by the principal pending an investigation and decision with full consideration given to the probability of suspension and/or expulsion of guilty students and referral to the appropriate court. If and when a student may be permitted to return to classes, he/she will be transferred out of the assaulted teacher's class upon the teacher's request provided a suitable alternative class assignment can be made.
- D. The principal and/or his/her designee(s) shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent. Except for such information as may be privileged by law, a copy of the report will be furnished to affected teacher.
- E. In the event of a school related assault on a teacher, the Board attorney shall inform the teacher of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.
- F. If court action results, the teacher shall be granted leave of his/her professional duties with no loss for paydays in court or consultation as may be requested by counsel, the court, or law enforcement officers.
- G. Whenever a teaching staff member is absent from school as a result of physical injury caused by an assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence up to a full school year. The absence will not be charged to his/her sick leave. The Board will grant assault leave until he/she is able to resume his/her duties, or until the equivalent of a school year has passed. The salary would be reduced by the amount of any worker's compensation award and the Board is given the right to have the teacher examined by a physician.
- H. The Board and school administrators will cooperate in every reasonable way with teachers who sustain injuries from physical assault as cited above. It should be understood that, when a physical assault occurs, the teacher has the right to use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects within the control of the person for the purpose of self-defense, or for the protection of persons or property, as provided by the Ohio Revised Code. The teacher may also obtain assistance. It also should be fully understood that a teacher assaulted in the course of employment, as a member of the worker's compensation fund, has a right to file a claim with the state for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff.

ARTICLE NINE - SALARY NOTIFICATION, CONTRACT STATUS

- 9.01 Each teaching staff member will receive with his/her contract a memorandum from the Board indicating the following:
 - A. Name of employee
 - B. Type of contract (limited, continuing)
 - C. School year

- D. Annual salary
- E. Number of pay periods
- F. A statement of salary classification

Additionally, any teaching staff member receiving a supplemental contract for extra-duty assignment shall be advised of the following:

- A. Specified assignment
- B. Compensation
- C. School location of assignment

ARTICLE TEN - TRANSFERS, VACANCIES AND NOTICE OF ASSIGNMENT

10.01 Notice of Vacancy

Whenever a vacancy occurs in a position for which members of the teaching staff are qualified, the administration shall post notices of any such vacancies and/or promotional opportunities in each building in the district at a central location in the building for ten (10) working days. Additionally, notices shall be sent on the district-wide email. The notice shall include a description of the vacancy. Any teaching staff member who is interested in a vacancy shall notify the Superintendent either in writing or by the email.

10.02 Notice of Vacancy During Summer

Whenever a vacancy occurs during the summer months in a position for which members of the teaching staff are qualified, the administration shall issue notices in paycheck envelopes. Vacancies shall also be posted on the District email system and website. Such positions shall be posted for ten (10) calendar days. The notice shall include a description of the vacancy. Any teaching staff member who is interested in a vacancy shall notify the Superintendent either in writing or by email.

The ten (10) day calendar posting shall not apply to a vacancy created by a teaching staff member's resignation after July 10. Such vacancies shall be posted on the district's web site for five (5) calendar days. Any teaching staff member who is interested in a vacancy shall notify the Superintendent either in writing, by phone or by email.

10.03 Voluntary Transfer

- A. Teaching staff members who desire a change (transfer) in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. When filling vacancies and transfer requests, experience and seniority will be considered.
- B. Upon notification of having been refused a requested voluntary transfer, the teaching staff member shall, if he/she desires, have a conference with the Superintendent to discuss the transfer and/or the refusal of the transfer and the reason(s) for such action.

10.04 Involuntary Transfer

- A. An involuntary transfer is a change in an assignment which is not initiated by the teaching staff member. The Superintendent shall assign staff on the basis of the staffing needs of the district.
- B. A teaching staff member shall not be transferred for arbitrary or capricious reasons.
- C. A teaching staff member who is to be involuntarily transferred will be provided at least ten (10) workdays notice of the involuntary transfer, except in an emergency situation.
- D. Prior to an involuntary transfer, the teaching staff member will be notified and provided the opportunity to have a conference with the Superintendent to discuss the reasons for the involuntary transfer.

10.05 Notice of Assignment

- A. By the last workday of the current school year, all teaching staff members shall be given notice of their anticipated assignment for the ensuing school year.
- B. In the event of a change of the anticipated assignment, the teacher involved shall be notified of the change at least two (2) weeks before the start of the school year, except in emergency situations beyond the control of the Board.

10.06 In the event a teaching staff member is involuntarily transferred and/or is refused a requested voluntary transfer and the teaching staff member desires to protest such action, the teaching staff member may use the grievance procedure set forth in this agreement to protest such action.

ARTICLE ELEVEN - EVALUATION

11.01 Evaluation strategies are different depending on teaching experience and other factors. The following alternative evaluation procedures have been established to meet the varying needs of the members.

- A. Phase IA: Pre-Praxis/Entry Year. A first year teacher or any second year teacher who has not passed the Praxis testing.
- B. Phase IB. All experienced teachers new to Waynesville and those in their first, second or third year of teaching who has passed or is exempt from the Praxis testing.
- C. Phase II. A teacher holding a limited contract with more than three years of teaching experience.
- D. Phase III. Teachers holding a continuing contract.

11.02 PHASE IA PRE-PRAXIS/ENTRY YEAR EVALUATIONS: A first year teacher or any second year teacher who has not passed the Praxis testing.

- A. There shall be at least two formal evaluations in each school year. The first evaluation shall be completed by January 15. The second evaluation shall be completed by April 1.

- B. Each evaluation shall consist of at least two observations. Each observation shall be for a minimum of thirty (30) continuous minutes. A complete observation consists of a pre-observation conference, a thirty (30) minute or longer observation, and a post-observation conference.
- C. Pre-observation
1. An Entry Year teacher shall be required to complete the Class Profile and the Instruction and Reflection Profile before the first scheduled observation of each evaluation cycle. Such forms shall be submitted the day before the scheduled pre-observation conference between the teacher and the principal. The focus of such conference shall be to gather information regarding the Instruction and Reflection Profile and what will be expected during the scheduled observation. In addition, the teacher and principal shall discuss the questions outlined on the Pre-observation Interview document.
- D. Post-Observation
1. The teaching staff member will complete and return to the principal the written reflection by the start of the next school day after the observation. Within five (5) working days of the observation, the principal shall provide a completed copy of the Formative Observation Form to the teacher. Major deficiencies and suggestions for improvement will be examined by the principal in the next subsequent observation or summative evaluation, with progress noted.
 2. A post-observation conference shall be held within ten (10) working days after the observation. Both the teacher and principal will sign and date the observation form. The teacher will have the opportunity to attach a written response within five (5) working days after the observation conference.
- E. Evaluation
1. The teacher will receive a completed written summative Teacher Evaluation Document by January 15 and April 1. Such evaluation shall be summative of the teacher's performance during the formal observations and performance of other contractual responsibilities.
 2. Any area in which a specific written recommendation and direction for improvement is provided in the first summative evaluation shall be addressed in the final summative evaluation.
 3. A part of the evaluation may also include an examination of an artifact collection which is documents and/or examples to demonstrate efforts made in any of the domains. Such information will be provided at the request of either the teacher or the principal.
 4. The summative Teacher Evaluation shall include comments showing evidence for the principal's rating. In addition, specific written recommendations and direction for improvements shall be provided. Both the teacher and principal will sign and date the evaluation form. The teacher will have the opportunity to

attach a written response within five (5) working days after receipt of the evaluation.

11.03 PHASE IB: Any experienced teacher new to Waynesville and those in their second or third year of teaching who have passed or are exempt from the Praxis testing.

A. There shall be at least two (2) formal evaluations in each school year. The first evaluation shall be completed by January 15. The second evaluation shall be completed by April 1.

B. Each evaluation shall consist of at least two (2) observations. Each observation shall be for a minimum of thirty (30) continuous minutes. A complete observation consists of a pre-observation conference, a thirty (30) minute or longer observation, and a post-observation conference.

C. Pre-observation

1. At the request of the principal or teacher, a pre-observation conference shall be held. The focus of the conference shall be to gather information contained in the Pre-observation Planning Conference Form and what will be expected during the scheduled observation. This form shall be completed by the teacher no more than two times during the school year.

D. Post-observation

1. Within five (5) working days of the observation the principal shall provide a completed copy of the Classroom Observation Report and any other scripted notes or documents used by the principal to gather evidence for Domain 2 and 3. Specific recommendations and directions for improvement shall be provided. Any area in which a specific written recommendation and direction for improvement is provided shall be observed and addressed, with progress noted, in the next observation and/or summative evaluation.

2. A post-observation conference shall be held within ten (10) working days after the observation. Both the teacher and principal will sign and date the Classroom Observation form. The member will have the opportunity to attach a written response within five (5) working days after the observation conference. An essential component of the post-observation conference is the teacher's reflection on the lesson taught. The principal may add additional comments to the Classroom Observation form during or within one (1) day after the post-observation conference to address the teacher's reflection. Major deficiencies and suggestions for improvement will be examined by the principal in the next subsequent observation or summative evaluation, with progress noted.

E. Evaluation

1. The teacher will receive a completed written summative Teacher Evaluation Document by January 15 and April 1. Such evaluation shall be summative of the teacher's performance during the formal observations and performance of other contractual responsibilities.

2. Any area in which a specific written recommendation and direction for improvement is provided in the first summative evaluation shall be addressed in the final summative evaluation.
3. A part of the evaluation may also include an examination of an artifact collection which is documents and/or examples to demonstrate efforts made in any of the domains. Such information will be provided at the request of either the teacher or the principal.
4. The summative Teacher Evaluation Document shall include comments showing evidence for the principal's rating. In addition, specific written recommendations and direction for improvements shall be provided. Both the teacher and principal will sign and date the evaluation form. The teacher will have the opportunity to attach a written response within five (5) working days after receipt of the evaluation.

11.04 PHASE II: A teacher holding a limited contract with more than three (3) years of teaching experience.

- A. A teacher will be observed and evaluated in the year in which his/her limited contract expires, unless the principal desires to evaluate the teacher more often and notifies the teacher before the last day of school that he/she will be evaluated during the next school year.
- B. A member may request to be evaluated on a Phase III evaluation. Such request shall be made prior to September 15 and must be approved by the principal.
- C. There shall be at least two formal evaluations in each school year. The first evaluation shall be completed by January 15. The second evaluation shall be completed by April 1. However, the principal and member may mutually decide to waive the second set of required observations/evaluation. This decision will be made at the summative evaluation conference held on or before January 15.
- D. Each evaluation shall consist of at least two (2) observations. Each observation shall be for a minimum of thirty (30) continuous minutes. A complete observation consists of a pre-observation conference, a thirty (30) minute or longer observation, and a post-observation conference.
- E. Pre-observation
 1. At the request of the principal or teacher, a pre-observation conference shall be held. The focus of the conference shall be to gather information contained in the Pre-observation Planning Conference form and what will be expected during the scheduled observation. This form shall be completed by the teacher no more than two (2) times during the school year.
- F. Post-observation
 1. Within five (5) working days of the observation, the principal shall provide a completed copy of the Classroom Observation Report and any other scripted notes or documents used by the principal to gather evidence for Domain 2 and 3. Specific written recommendations and directions for improvement shall be

provided. Any area in which a specific written recommendation and direction for improvement is provided shall be observed and addressed, with progress noted, in the next observation and/or summative evaluation.

2. A post-observation conference shall be held within ten (10) working days after the observation. Both the teacher and principal will sign and date the Classroom Observation form. The teacher will have the opportunity to attach a written response within five (5) working days after the observation conference. An essential component of the post-observation conference is the teacher's reflection on the lesson taught. The principal may add additional comments to the classroom observation form during or within one (1) day after the post-observation conference to address the teacher's reflection. Major deficiencies and suggestions for improvement will be examined by the principal in the next subsequent observation or summative evaluation, with progress noted.

G. Evaluation

1. The teacher will receive a completed written summative Teacher Evaluation Document by January 15 and April 1, unless the second set of observations/evaluation is mutually waived by the principal and teacher. Such evaluation shall be summative of the teacher's performance during the formal observations and performance of other contractual responsibilities.
2. Any area in which a specific written recommendation and direction for improvement is provided in the first summative evaluation shall be addressed in the final summative evaluation.
3. A part of the evaluation may also include an examination of an artifact collection which is documents and/or examples to demonstrate efforts made in any of the domains. Such information will be provided at the request of either the teacher or the principal.
4. The summative Teacher Evaluation Document shall include comments showing evidence for the principal's rating. In addition, specific written recommendations and direction for improvements shall be provided. Both the teacher and principal will sign and date the evaluation form. The teacher will have the opportunity to attach a written response within five (5) working days after receipt of the evaluation.

11.05 PHASE III EVALUATIONS: Teachers holding a continuing contract

- A. A teacher with a continuing contract shall be evaluated once at least every three (3) years. A teacher shall be notified before the end of the preceding school year that he/she will be evaluated the next year. He/she may elect to be observed and evaluated on a Phase II evaluation process, as specified above, or elect to be evaluated on the Phase III evaluation process.
- B. The teacher electing the Phase III process shall assume responsibility for his/her evaluation and shall concentrate on the development and completion of a project that enhances his/her professional growth and contributes to the district and/or students.

- C. The Phase III evaluation process is designed to provide an experienced teacher with the autonomy to pursue professional growth through a wide variety of activities. These activities will be linked to the Standards for Professional Performance. The teacher may develop an individual plan or a plan with a colleague or colleagues. The activity/plan may extend beyond one school year. Such plan shall require written approval of the principal prior to implementation.
- D. The Phase III professional growth plan must be established and approved no later than October 1 of the year of the evaluation. Such plan shall be submitted on the Phase III Teacher Evaluation Plan document. Within five (5) working days after submitting the plan, the principal shall return the document indicating his/her decision of approval. If plans are not submitted or approved, the teacher shall be evaluated on the Phase II process.
- E. The teacher and principal shall mutually establish a method for evaluation that may or may not include classroom observations. Any observations will be consistent with the procedures established in Phase II. If observations are not part of the evaluation process, the teacher and principal shall schedule at least two (2) conferences throughout the school year to discuss the progress being made on the professional growth plan. Such conference dates and times must be completed by May 15, unless mutually agreed to extend into the next year, for teachers with continuing contracts and April 1 for teachers with limited contracts.
- F. By January 15, the principal may require a teacher to return to the Phase II evaluation process and shall provide the teacher with the reasons for this action. The second set of observations/evaluation shall then apply and be completed by April 1 as specified in Phase II above.

11.06 Guidance Counselor, Media Specialist, Nurse

- A. The evaluation processes and forms used for teachers do not lend themselves to the evaluation of other certified personnel, namely guidance counselors, media specialists, and school nurses. The following describes the evaluation of these employees.
 - 1. A separate observation and evaluation form will be used for guidance counselors, media specialists, and school nurses.
 - 2. Two (2) formal evaluations will be conducted in each year for members who are on limited contracts. The first evaluation will be completed by January 15 and the second evaluation will be completed by April 1.
 - 3. Each evaluation shall consist of a minimum of two (2) observations that last a minimum of thirty (30) minutes. These observations may actually be the evaluator observing the employee at work, or may be a formal conversation to discuss pertinent issues about the employees' work and job performance.
 - 4. The evaluator shall provide the employee with a written summary of his/her comments and observations within five (5) working days. Any noted deficiencies will be accompanied by specific suggestions for improvement.
 - 5. A post observation conference will be conducted within ten (10) working days after the observation. Both the employee and the evaluator will sign and date

the observation form. The employee shall have the opportunity to attach a written response with five (5) days after the observation conference.

6. The employee will receive a completed written summative evaluation document by January 15 and April 1. Such evaluation shall be summative of the employee's performance during the formal observations and performance of other contractual duties.
7. The summative evaluation shall include comments showing evidence for the evaluator's views about the employee's performance. Specific recommendations for improvement shall be provided for any noted deficiencies. Both the employee and evaluator will sign and date the evaluation form. The employee will have an opportunity to attach a written response within five (5) working days after receipt of the evaluation.
8. An employee on a continuing contract shall be evaluated in accordance to 1-7 above at least once every three (3) years.

11.07 General Provisions

- A. During the sessions on the first teacher day of each school year, the teaching staff members shall be informed and provided copies of the observation and evaluation forms to be utilized during the school year. The same forms shall be utilized by all principals.
- B. The time limit set in this Article will be followed under normal operating conditions, but in extraordinary situations may be extended by the Superintendent after consultation with the Association President.
- C. The teaching staff member will receive a copy of all formal evaluations and a copy will be placed in the personnel file of the teaching staff member.
- D. The evaluation procedure shall be completed prior to any recommendation for nonrenewal.
- E. The evaluation procedure established in this Article shall supersede and replace the procedures set forth in Ohio Revised Code 3319.111.

ARTICLE TWELVE - WORKING CONDITIONS

12.01 Rules And Regulations

- A. The administration (Superintendent and/or building principal) can adopt rules, regulations and procedures; provided, however, such rules, regulations and procedures shall not be contrary to any specific provision of this master contract or effect any changes in any provision of this master contract.
- B. Each building principal will provide each teaching staff member assigned to the building with that school's written rules, regulations and/or procedures. The student code of conduct shall be made available to all members with a copy posted in each lounge.

- C. If, during the school year, the administration (Superintendent and/or building principal) determines to adopt any new rules, regulations and/or procedures, or to change existing rules, regulations and/or procedures, such new or changed rules, regulations and/or procedures shall, at the time they become effective, be provided to each teaching staff member affected by such rule, regulation and/or procedure.

12.02 Faculty Meetings

- A. Faculty meetings are meetings which involve all teaching staff members assigned to a building for such purposes as school business, teacher-pupil relationship, assessment and/or for any other school-wide purpose identified by the principal or the Superintendent, or by the principal in cooperation with the teaching staff members.
- B. The principal may schedule and require attendance at two (2) regular faculty meetings per month. All teaching staff members shall attend meetings called by the administration as a regular part of their teaching duties. When possible, notices of such meetings shall be given to the teaching staff members at least two (2) days in advance. Emergency faculty meetings may be scheduled by the principal as dictated by extraordinary conditions, and attendance at such meetings may be required.
- B. Teaching staff members are expected to be regular and punctual in their attendance at meetings and to participate in all meetings. Teaching staff members shall not expect to be excused from attendance and participating in such meetings on a regular basis.

12.03 Advisory Council

- A. There shall be a Faculty Advisory Council (FAC) established in each building consisting of teaching staff members from within the building. The size of the council shall be a maximum of six (6).
- B. The membership and chairmanship of the council will be established by the faculty in September. Chairmanship shall be limited to the current building representatives.
- C. The Faculty Advisory Council shall meet, upon the request of either the building principal or the chairperson but no more often than once a month, with the building principal to discuss matters of concern within the building. The mutual agenda of matters to be considered at Advisory Council meetings shall be distributed to the building teaching staff at least twenty-four (24) hours before any regular meeting. When mutually agreed to, special meetings may be scheduled.

12.04 Open House And School Sponsored Functions

- A. The building principal at each school may schedule one fall school open house or parent orientation meeting during one of the first three (3) weeks of the school year. Except in the case of an emergency, a teaching staff member should not expect to be excused from such scheduled open house. Unexcused absence from a scheduled open house will be made a matter of record, which will be placed in the teaching staff member's personnel file. Participation in such open house may include, but shall not be limited to, meeting with parents and guardians of students and conducting programs as directed by the building principal.

- B. The Board and the Superintendent and the Association recognize the need for parent/teacher communication activities during the school year. Voluntary participation in such school sponsored functions is encouraged.

12.05 Planning Time

- A. Each elementary teaching staff member (K-5) shall have a minimum of 200 minutes of planning time during the week. For regular classroom teachers such time shall be provided, in part, when homeroom students are with special subject teachers (library, art, music and physical education) and, in part, during available time before and after the student day; provided, however, such time will not extend the normal work day.

For special subject teachers such time shall be provided, in part, during the student day and in part during available time before and after the student day; provided, however, such time will not extend the normal work day.

- B. Each middle school and high school teaching staff member (6-12) shall have one period each day as planning time or the equivalent of five periods of planning time each week.
- C. Planning time does not have to be used exclusively for planning, but may include parent telephone calls, parent conferences, meetings with the building principal, and other related tasks which facilitate teaching staff members' duties.
- D. No teaching staff member shall be required to cover for an absent teaching staff member during his/her planning time.

12.06 Extra Duties

- A. It is recognized that teaching staff members have the responsibility to occasionally perform extra duty work assignments both during and outside the recognized teacher duty day.
- B. In making assignments for extra duty, the building principal will take into consideration, among other factors, the teaching load of each teaching staff member, in order to equitably distribute all such assignments.
- C. Extra duty assignments will either be posted on the staff bulletin Board or distributed to the affected staff as such assignments are made or as changes occur.

12.07 Principal's Absence

It may be necessary from time to time for a building principal to be absent from the building, the principal shall notify the Superintendent of such absence and secure his/her permission to leave the building. In the event the Superintendent cannot serve for the principal, the principal shall designate one teaching staff member in the building to act in his/her capacity during absence. This procedure shall be applicable to the absence of building principals in the elementary and middle schools and the high school.

12.08 School Day, Work Year, Calendar

- A. The teacher's work year shall consist of one hundred eighty three (183) days.
- B. Normal working day for teaching staff members shall be seven (7) hours and fifteen (15) minutes in length, including a duty-free lunch period of at least thirty (30) minutes and a conference preparation period. Starting times and ending times in individual buildings may vary but all teachers will work a normal working day.
- C. Bus schedules and other individual building needs may dictate that teachers occasionally carry out other assignments beyond the school day of seven (7) hours and fifteen (15) minutes.
- D. A committee shall be formed to determine the best practices for professional development, collaboration and processing necessary paperwork for grades and report cards. The discussion shall include, but not be limited to, the advantages/disadvantages of late arrivals or early dismissal days. Once the committee has reached a consensus, a report shall be submitted to the Superintendent and the Association President for the development of any necessary contract/amendment language.

The committee shall consist of the following representation:

- One (1) member from the FAC in each building, appointed by the members of the FAC;
- One (1) member from the LPDC in each building, appointed by the members of the LPDC;
- The building principal from each building.

Additionally, the Superintendent and/or the Association President may attend any of the committee meetings.

12.09 Calamity Days

- A. In case of hazardous road conditions or severe, inclement weather, as determined by the Superintendent, either the starting of classes may be delayed or school closed for the day; in either event, as determined by the Superintendent.
- B. In the event of a school closing because of inclement weather or hazardous road conditions, teaching staff members will not be required to report for duty unless instructed to do so either individually or as part of a media announcement. The Superintendent shall not require teaching staff members to report for duty on such inclement weather days when it is unreasonable to expect that teaching staff members will be able to drive to work due to road conditions. It is the responsibility of each teaching staff member to listen for media announcements regarding school closings for the purpose of ascertaining whether teaching staff members are required to report for duty.
- C. In the event that the Board decides to make up days that teaching staff members are required to work, said members shall be paid their daily rate of pay for all such make-up days which extends the work year beyond one hundred eighty three (183) days.

12.10 Parental Observations

In the event that a parent wishes to visit or observe a classroom he/she shall make arrangements with the classroom teacher. Should the parent make such request with the principal, such arrangements will be made after consultation with the teacher.

12.11 Student Tuition Charge

Any teaching staff member who resides outside of the Wayne Local School District may enroll his/her child(ren) in the Wayne Local School District. Attendance of the teacher's child(ren) shall be free of any tuition charge provided the child does not require special education within the means of the Individuals With Disabilities Education Act. In the event it is determined that this provision would require the Wayne Local School District to accept children requiring special education who would not otherwise be eligible to attend Wayne Local Schools, then this provision shall be void and of no force and effect.

Additionally, should a teaching staff member who resides outside of the Wayne Local School District and enrolls his/her child(ren) elect to enroll his/her child(ren) in the post-secondary option, he/she will reimburse the district for any excess charge that is not provided by the state.

12.12 Job Sharing

If the Superintendent approves a job sharing assignment, the Association shall be provided a copy of the teaching staff members' proposed plan. If such plan alters any condition specified in the contract, the Association President's signature shall be required prior to implementation.

12.13 Continuing Contract Notification

In order to be considered for a continuing contract, a teaching staff member, including a teaching staff member who is employed under a multi-year limited contract, must notify his/her building principal by October 15 that he/she has met or will meet by the end of the school year, the experience and training requirements to be eligible for a continuing contract. Failure to provide such notification shall result in the issuance of a limited contract for a teaching staff member whose contract is renewed or the continuation of the teaching staff member's multi-year limited contract.

ARTICLE THIRTEEN - GRIEVANCE PROCEDURE

13.01 A "Grievance" is defined as any question or controversy between any teaching staff member or the Association with the Board and/or the administration concerning the interpretation, application of, compliance with, or noncompliance with the provisions of this master contract; provided:

A. If specific administrative agency relief of a quasi-judicial nature is provided for by the Statutes of the State of Ohio or the United States for review or redress of a specific matter (such as worker's compensation, unemployment compensation, E.E.O.C., Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.

- C. Any decision by the Board or any recommendation of the Superintendent to terminate or not to renew the contract of any teaching staff member, whether such teaching staff member is under a limited, limited supplemental, or continuing contract with the Board, may not be made the subject of a grievance and may not be processed as such. However, any teaching staff member whose contract is recommended for nonrenewal or termination shall have the opportunity for a conference with the Superintendent. The teacher shall have the right to representation at this conference. If the nonrenewal or termination process continues the teaching staff member shall be afforded an opportunity to be heard before a majority of the Board in executive session prior to taking any form action on his/her contract. The teaching staff member may be accompanied by a representative and submit any material he/she may deem necessary.

Any further appeals for nonrenewal shall be processed through the Ohio Revised Code 3319.11 and 3319.111. Appeals for termination of a continuing contract shall be processed through Ohio Revised Code 3319.16.

- 13.02 The limits in days under each section shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual agreement of the parties concerned if expressed in writing.
- 13.03 If any grievance is not initiated at Level Two within thirty (30) days after the teaching staff member knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.
- 13.04 Nothing required by this formal grievance procedure shall be construed as limiting the privilege of any teaching staff member having a complaint or problem to discuss the matter informally with the appropriate representative of the administration and having such matter adjusted without intervention and/or consultation of the Association; provided the adjustment is not inconsistent with the terms of this master contract.
- 13.05 The Association may designate one teaching staff member as its representative for processing grievances in each school building. Any teaching staff member may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the pupil contact duties or of faculty meetings involving the teaching staff members involved.
- 13.06 All grievances shall be processed as follows:
- A. Level One - Informal Procedure
- Grievances should first be discussed with the principal of the building in which the event or condition occurred giving rise to the grievance. Within seven (7) days of the discussion of the grievance by the parties, the principal will give an oral answer to the teaching staff member/Association. Dispositions of grievances at this level shall be without precedent to either the Board or the Association.
- B. Level Two - Formal Procedure
1. In the event the teaching staff member/Association is not satisfied with the disposition of the grievance at Level One, or if no timely decision has been

rendered by the principal, the grievance may be formally filed with the building principal. Such filing in writing shall be not later than thirty (30) days after the teaching staff member knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition.

2. The building principal shall hold a hearing on the grievance within seven (7) days after receipt of the written grievance and shall provide a written answer to the grievance. Such answer shall be forwarded to the teaching staff member/Association within seven (7) days of the hearing.

C. Level Three

1. In the event that the teaching staff member/Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) days after the hearing, the grievance may be appealed to the Superintendent by filing a notice of such appeal with the Superintendent. This notice of appeal must be filed within ten (10) days after the hearing.
2. The Superintendent or his/her representative(s) shall, within seven (7) days of the receipt of the grievance, conduct a hearing of the grievance. Within seven (7) days after the hearing, the Superintendent or his/her designee shall issue a written decision on the grievance along with the basis for such decision. Copies will be forwarded to the teaching staff member/Association.

13.07 In the event that the teaching staff member who filed the grievance is not satisfied with the disposition of his/her grievance at Level Three, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines to submit the grievance to arbitration, it may do so by filing a demand for arbitration with the American Arbitration Association (AAA) according to AAA rules. Such notice must be served within ten (10) days after the Level Three answer was issued. An arbitrator shall be selected in accordance with the rules of the AAA. The arbitrator so selected shall confer with the designated representatives of the Board, the administration, and the Association and hold hearings promptly and issue his/her decision after the close of the hearings. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this master contract. The arbitrator shall be without authority to add to, subtract from, or modify the terms of this master contract and may only issue his/her decision with respect to the limited issue presented to his/her. The arbitrator will, however, have the authority to determine arbitrability if such an issue exists. Provided the arbitrator has not exceeded his/her authority, as specifically limited in this master contract, and the decision and action of the arbitrator is not otherwise contrary to law, the decision of the arbitrator is binding on all parties. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association.

13.08 Right to Representation

Any teaching staff member may be represented by either the Association or any other teaching staff member in any grievance processed pursuant to the provisions of this master contract.

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

- 13.10 The Association, as such, shall have the right to utilize the grievance procedure if a grievance affects a group of teaching staff members or the Association. Such grievances shall be initiated at Level Two - Formal Procedure, by the Association or any individual within thirty (30) days after the officers of the Association or any individual officer of the Association knew, or with reasonable diligence should have known, of the event or condition upon which the grievance is based. In the event the grievance affects teaching staff members in more than one building, such grievance shall be filed with the Superintendent rather than any building principal at Level Two.
- 13.11 There shall be no reprisals taken against any teaching staff member who exercises his/her right to file a grievance under the terms of this master contract.

ARTICLE FOURTEEN - LEAVES

14.01 Definitions

- A. Immediate Family - The "Immediate Family" includes the father, mother, current spouse, child, (including stepchild), brother, sister, grandchildren, grandparents, and in-laws bearing any of these relationships, and any other person who is a permanent resident of the household of the teaching staff member.
- B. Other Relative - "Other Relatives" include uncle, aunt, cousin, niece, nephew, step-parents and in-laws bearing any of these relationships.
- C. Regular Earnings - The per diem compensation received by a teaching staff member excluding supplemental and extended time compensation, while working on the regular school day assignment.

14.02 Sick Leave

- A. A regular teaching staff member is entitled to an accumulation of one and one-quarter (1-1/4) days of sick leave for each calendar month, up to a maximum of fifteen (15) days per year.
- B. Each new regular teaching staff member of the school district shall be advanced five (5) days which may be used as sick leave at the beginning of the school year. Any teaching staff member who has exhausted his/her sick leave shall be advanced five (5) days of sick leave. These five (5) days are not in addition to the one and one-fourth (1-1/4) days prescribed under Paragraph (A). If a teaching staff member leaves the employ of the board prior to routinely earning the sick leave days that were advanced, he/she will be required to reimburse the board at the cost of his/her daily rate of pay.
- C. The maximum sick leave accumulation shall be 250 days.
1. No teaching staff member shall forfeit accumulated sick leave days during approved leaves of absence. Sick leave accumulation prior to a leave of absence shall be credited upon return.
 2. No teaching staff member will be granted additional sick leave during an unpaid leave of absence.

3. Previously accumulated sick leave of a teaching staff member who leaves the services of the Wayne Local School District shall be placed to his/her credit upon his/her re-employment within ten (10) years.
 4. A teaching staff member leaving the employment of the Wayne Local School District will be furnished with an accumulated sick leave certificate.
 5. All teaching staff members will be furnished with an accumulated sick leave statement periodically during the school year.
 6. A teaching staff member who transfers from the service of any public agency in the State of Ohio to that of Wayne Local School District shall be credited with the unused balance of his/her accumulated sick leave to the maximum days total accumulation allowed as set forth above.
 7. Part-time teachers shall be granted sick leave for the time actually worked, at the same rate as that granted full-time teaching staff members.
 8. A member who has reached the maximum accumulation at the beginning of the school year is entitled to use fifteen (15) days of sick leave before any sick leave is subtracted from his/her accumulation.
- D. Annual and accumulated sick leave days may be used for absence due to personal illness, illness due to pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to others, adoption of a preschool child, and for absence due to illness or injury in the teaching staff member's immediate family or death in the teaching staff member's immediate family, or death of other relatives.
1. In case of illness/injury of a teaching staff member's immediate family which requires five (5) or more consecutive workdays of absence, the member may be required to provide a statement from the family member's attending physician explaining the general nature of the illness/injury and a statement as to why it is necessary for the teaching staff member to attend to the family member.
 2. In case of illness/injury to the teaching staff member which requires five (5) or more consecutive workdays of absence, the member may be required to provide a physician's statement indicating an anticipated date of return.
 3. In cases related to recovery from childbirth a teaching staff member is entitled to use six (6) weeks of accumulated sick leave or eight (8) weeks if delivery involves a Caesarian section. In cases of an adoption of a preschool child, a teaching staff member is entitled to use four (4) weeks of accumulated sick leave. A doctor must provide written verification of the medical need for additional use of accumulated sick leave.
- E. If schools are closed by action of the Superintendent during a sick leave period, the teaching staff member shall not be charged with a sick leave day.

F. A teaching staff member who has sick leave absences greater than his/her total accumulated sick leave shall automatically be granted an advancement of sick leave, but shall not owe the school district more than five (5) days at any one time during the school year. If the teaching staff member should subsequently resign, be placed on a leave of absence, or become deceased before the advancement of used sick leave has been earned, such unearned leave days shall be deducted from the adjusted final pay or claim shall be made to the estate of the deceased teaching staff member.

G. In the event the sick leave absence is for over twenty (20) but less than sixty (60) consecutive school days, three (3) days notice of intent to return must be given. In the event the sick leave absence is for over sixty (60) consecutive school days, at least one weeks' notice of intent to return must be given; provided, however, if the teaching staff member intends to return at the commencement of a school calendar year, notice of such intent must be given no later than August 1 preceding the date of return.

H. Sick Leave Bank

The purpose of a Sick Leave Bank is to loan additional days to a teaching staff member who has a catastrophic experience with an injury, surgery, or illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave, and is not eligible for disability retirement under STRS.

Prior to October 1 of each school year, a teaching staff member may activate his/her participation in the Sick Leave Bank by contributing one (1) day of his/her accumulated sick leave. After this initial enrollment, an additional one (1) day will automatically be deducted from the teaching staff member's accumulated sick leave during the month of October of each year. Such days shall be placed in the Sick Leave Bank. Membership and subsequent deductions shall be continuous unless the teaching staff member notifies the Treasurer's office, in writing, between September 1 and September 15 that he/she cancels his/her membership.

A teaching staff member must be an active participant in order to be eligible to borrow sick leave days from the bank.

The maximum number of days that a teaching staff member can borrow for one (1) event is fifteen (15%) percent of the total number of days in the bank or fifteen (15) days, whichever is less.

The teaching staff member shall pay back the days he/she borrows at the rate of fifty (50%) percent of his/her annual accumulated sick leave at the end of the contract year, each year until the total number of borrowed days has been restored to the bank.

A Sick Leave Bank Committee consisting of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board shall oversee the functions of the Sick Leave Bank, including the approval and/or disapproval of all requests. The decisions of this committee shall be final and shall not be subject to the grievance procedure in Article Thirteen.

14.03 Disability Leave

A. A leave of absence without pay due to personal ill health or disability which prevents the teaching staff member from performing normal teaching duties due to sickness,

illness, accident, or personal maternity (includes the state of being pregnant, miscarriage, complications related to pregnancy, childbirth, and the recovery therefrom), or due to the ill health or disability of a member of the teaching staff member's immediate family (see Section 13.05) shall be granted. An application for such leave must be filed with the Superintendent or his/her designee, accompanied by a statement from the attending physician stating that the leave of absence is required, the nature of the disability from performing work, and the probably length of the disability. As permitted by Section 3319.141, Revised Code of Ohio, the teaching staff member may use his/her accrued and unused sick leave or unpaid disability leave, or any combination thereof.

- B. Disability leave shall be granted for the length of time necessary to satisfy the period of disability, but in no event for more than two (2) school years (except as provided in ORC 3307.44) in accordance with the application filed by the teaching staff member and the statement of the attending physician. An earlier termination of the leave shall be granted provided two (2) weeks' notice is given to the Superintendent. Any request for extension of leave for disability must be accompanied by a physician's statement described in paragraph A above.
- C. If granted a leave of absence for personal illness or disability based on a physician's statement, a medical release authorized by the attending physician shall be considered one of the conditions for returning to active duty.

14.04 Disability Retirement

In accordance with Ohio Revised Code 3307.44, a teaching staff member who qualifies as a disability retiree under the State Teachers' Retirement System and who was under contract at the time disability retirement was granted by the State Teachers' Retirement System and who has not resigned is deemed to be on leave of absence during the first five (5) years while on disability retirement. If disability retirement is terminated by the State Teachers' Retirement Board within this five (5) year period, the teaching staff member is entitled to be reinstated to active employment status by the first day of the next succeeding school year in his/her previous position and salary or to a position and salary similar thereto.

14.05 Personal Leave

- A. Each teaching staff member shall be authorized up to three (3) personal leave days per school year. Any unused personal days shall be converted to sick leave by September 1 of each school year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.
- B. Notification for personal leave should be given to the building principal at least 48 hours in advance unless circumstances make it impossible to do so; in which event, the teaching staff member must notify the building principal at the earliest possible time, but no later than the start of the school day on the day such absence is to occur. With the exception of an emergency, no more than ten percent (10%) of the teaching staff members in a building may use personal leave on the same day.
- C. Unless such absence results from an emergency, personal leave shall not be granted on the first or last day of school or on school days preceding or following a school holiday, school vacations, or a day that school is closed for a professional conference

(exclusive of parent/teacher conference days) or on a calamity make-up day unless otherwise approved by the Superintendent.

14.06 Sabbatical Leave

A teaching staff member who completed five years of service in the system may, with permission of the Board, be entitled to take a leave of absence with or without part pay, equal to the difference between the substitute's pay and the teacher's expected salary, for one or two semesters subject to the following restrictions:

- A. Application must be submitted at least ninety (90) calendar days prior to beginning of leave,
- B. A plan of study in education must be approved by the Superintendent,
- C. The applicant must provide evidence at the conclusion of the leave that the plan was followed and credit received,
- D. The employee must agree to work for the Wayne Local School District for one year following completion, and
- E. No more than one person per building may be on leave at one time.
This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

14.07 Leave for Teaching Overseas

Written request for leave of absence may be approved for exchange teaching in a foreign nation under the Federal Government's exchange teacher program or for overseas teaching of dependents of military personnel and may be granted by the Board. Said leave may be for up to two (2) school years and may be extended for a third year.

14.08 Military Duty

In accordance with the provisions of Section 3319.15 of the Ohio Revised Code, all teaching staff members who are members of the Ohio National Guard, Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service.

14.09 Jury Duty

After absence for jury duty, either reporting or serving, teaching staff member shall return payment received for such services to the Treasurer's office and at the next regular pay period receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

14.10 Absence to Testify in a Court/Administrative Proceeding Pursuant to a Subpoena

A teaching staff member who is required by the Board to testify in any court or administrative proceeding on behalf of the Board and/or in the interest of the Board pursuant to a subpoena

issued at the request of the Board shall be granted time off from regular teaching duties to so testify without loss of his/her regular salary for the day(s) of excused absence for this purpose.

14.11 Leave of Absence Without Pay

Pursuant to Section 3319.13, and upon written request of the teaching staff member, the Board shall grant up to two (2) consecutive school years leave of absence without pay where illness or disability as defined by the State Retirement Board is the reason for the request. Upon subsequent request, such leave may be extended by the Board.

14.12 Child Care Leave

A teaching staff member who delivers a child or adopts a child may request and shall be entitled to a leave of absence without pay for child care reasons to begin with the birth or the receipt of custody.

Application for child care leave shall be filed on the Leave of Absence Form and shall contain a statement on the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the term of the leave. In the case of miscarriage or abortion, the teaching staff member shall be entitled to reinstatement at the beginning of the next grading period, provided the teaching staff member requests reinstatement, in writing, filed with the Superintendent at least ten (10) days prior to the beginning of the next grading period. The teaching staff member shall be entitled to the same teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictates or the job is combined or eliminated. The teaching staff member shall be entitled to reinstatement at the expiration of the leave to a teaching position within his/her area of certification.

Child care leave applies to either of the adopting or natural parents (father and/or mother).

14.13 Professional Leave

Attendance at Professional Meetings:

- A. Application form, provided by the principal, shall be submitted to the principal at least ten (10) days prior to the date of the meetings. A written approval or rejection will be returned to the principal from the Superintendent's office within five (5) workdays.
- B. Attendance is limited to one person from a department or office at any one meeting except as approved by the local Superintendent.
- C. When the Board approves a trip for teaching staff members, the Board will reimburse the teaching staff member twenty-five cents (25¢) a mile or air tourist rates, whichever is cheaper for travel pay. Meal and lodging allowance shall be paid at a per diem rate of not more than seventy dollars (\$70) per day.
- D. Registration fees shall be legitimate expenses. When cost of meals is included in the registration fee, no other voucher for meals will be honored.
- E. Preference shall be extended to teaching staff members not having previously attended such meetings.

- F. Any teaching staff member requesting permission to attend any conference, convention, or a meeting may be absent for such purpose without loss of pay upon approval of the Superintendent or approval of the Board chairman, if such attendance is in the interest of the school and within the scope of the teacher's area of employment. No time will be deducted from emergency, personal, or sick leave.
- G. In addition to the above, professional leave may be used for the completion of assigned duties such as writing IEPs.

14.14 Service-Connected Injury Leave

- A. In the event of a service-connected occupational illness or injury occurring in the scope of a teaching staff member's employment and arising out of such employment by the Board, as determined by the Industrial Commission of Ohio, the teaching staff member may elect to be paid the difference in pay between Workers' Compensation benefits and his/her regular compensation with such difference being charged to the teacher's sick leave on a percentage or fractional basis. This will be accomplished by presenting evidence of the amount received from the Bureau of Workers' Compensation to the Treasurer of the Board, and thereafter the Treasurer of the Board will issue a check for such difference. Teaching staff members shall be expected to return to duty when able to resume duties and will be entitled to reinstatement under the same provisions as though returning from sick leave. The teaching staff member and his/her physician shall determine when the teacher returns to duty. The Board may require a certification from the teacher's physician that the teacher is able to resume teaching duties before being allowed to return to duty.

14.15 Family Leave Act

In accordance with the Family Leave Act, group health insurance benefits shall be continued to a maximum of twelve (12) weeks, on the same basis as when the teaching staff member is actively working, for a teaching staff member on paid or unpaid leave due to the birth or adoption of a child or to care for a newly born or adopted child; or in order to care for the spouse, son, daughter or parent of the teaching staff member because the spouse, son, daughter or parent has a serious health condition; or because of a serious health condition of the teaching staff member. The twelve (12) week period shall begin on the first day the teaching staff member takes leave under this provision. The twelve (12) week limitation shall not apply so long as a teaching staff member is on paid sick leave, but all time on paid sick leave shall count towards the twelve (12) weeks during which the teaching staff member is entitled to continuation of group health insurance benefits.

ARTICLE FIFTEEN - HEALTH EXAMINATIONS

- 15.01 Health examinations, vaccinations, and/or tests required by the Revised Code of Ohio, required by the Warren County Health Commissioner or required by the Board will be made available without cost to the teaching staff member by a health provider selected by the Board. If a teaching staff member elects to have a private examination, vaccination, and/or tests, the teaching staff member will pay the cost and provide a documented statement of satisfactory completion of the required examination, vaccinations, and/or tests to the Board.

ARTICLE SIXTEEN - SEVERANCE PAY

- 16.01 Teaching staff members who have taught in the Wayne Local Schools for five (5) years, and retires from the State Teachers Retirement System shall be entitled to severance pay as follows:
- 16.02 The formula for payment shall be:
- A. One-fourth (1/4) of accrued but unused sick leave credit up to a maximum of fifty-six (56) days severance pay.
 - B. However, should a teaching staff member retire during his/her first year of eligibility under the State Teachers Retirement System, he/she shall be issued severance pay based upon one-fourth (1/4) of accrued but unused sick leave to a maximum of sixty-two and one-half (62.5) severance pay.
 - C. A teaching staff member who elects not to retire during his/her first year of eligibility under STRS shall receive severance pay in accordance to A. above.
 - D. Sections B and C above shall remain in place through June 30, 2016, but will cease to exist effective July 1, 2016 (although Section A will continue as will the rest of the Article regarding Severance Pay).
- 16.03 Severance pay payment shall be calculated by multiplying the per diem rate of the teaching staff member's pay under the last salary notification issued by the Board to the teaching staff member by the total number of days as determined by the formula in Section 16.02. The teaching staff member's per diem rate shall be determined by dividing the teaching staff member's annual salary by the number of duty days (183).
- 16.04 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teaching staff member at that time. Such payment shall be made only once to any teaching staff member.
- 16.05 Severance pay shall be issued in two payments. The first payment shall be half of the teaching staff member's severance pay and issued prior to August 1 of the school year in which the member retired. The second payment shall be the other half of the teaching staff member's severance pay and issued in the calendar year immediately following the school year in which the teacher retired. Such payment shall be issued by March 1.
- 16.06 If a teacher staff member who is eligible for severance pay in accordance with the provisions of Section 16.02 above deceases, completion of the required form certifying eligibility shall be waived and any severance pay he/she is eligible to receive shall be paid to his/her estate upon receipt by the Treasurer of a certified copy of the death certificate.

ARTICLE SEVENTEEN - INSURANCE PROGRAMS

- 17.01 The Board shall provide health, dental and life insurance for teaching staff members who either 1) work at least half-time (eighteen hours per week) and work at least thirty-six weeks per year; or 2) have an annual contract with the Board or for whom coverage was provided during the 1999-2000 school year.

- 17.02 All insurance provided pursuant to this master contract shall be subject to the conditions set forth in any insurance contract secured by the Board: provided, however, if the Board elects to change carriers, any new insurance coverage secured shall be equivalent to the coverage, unless otherwise approved and ratified by the Board and the Association.
- 17.03 A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period. Election of participation in the plans, along with a selection of coverage of a family or single plan, shall occur at this time. Exception to the open enrollment period will be when a teaching staff member experiences a life altering event, such as a change in marital status, or a hardship situation as defined by the carrier.
- 17.04 For purposes of this Article, the effective date of the resignation of any teaching staff member shall be either: 1) the day prior to the commencement of the next school teaching year; or 2) the effective date of resignation as submitted on the teaching staff member's resignation notification, whichever date shall occur first.
- 17.05 All insurances shall continue while a teaching staff member is on active pay status, including any paid leave of absence with the Board assuming the premium payments as established above. In addition, insurances and premium payments shall continue when a teaching staff member is on an unpaid leave of absence of less than thirty (30) days. Exceptions shall be when a teaching staff member is on a leave under the Family Medical Leave Act in which case, said insurances and premium payments shall continue for the duration of the leave as stipulated by this law and Section 14.15 of this agreement.

17.06 Health Insurance Coverage (2012-13 school year and through December 31, 2013)

- A. The health insurance plan available to teaching staff members shall be a non-gatekeeper plan with a network and out-of-network level of benefits.
- B. The Board shall pay ninety-five percent (95%) of the premium for a single health insurance plan, eighty-five percent (85%) of the premium for an employee plus kids' plan or eighty percent (80%) of the premium for a family health insurance plan for all eligible teaching staff members.

For married couples both employed by the Board, the employees shall select either two (2) single plans, in which case the Board will pay ninety-five percent (95%) of the premiums for both plans, or one family plan in which case the Board shall pay one hundred percent (100%) of the premium.

- C. The teaching staff members share of the monthly insurance premium shall be processed through a Section 125A – IRC plan. In addition, teaching staff members may elect to participate in medical and dependent care reimbursement provided under Section 125 of the Internal Revenue Code.
- D. The plan shall include the following copays, deductibles and co-insurance.

Office Visit Copay: \$ 25.00
 Urgent Care Copay: \$ 50.00
 ER Copay: \$150.00

Coinsurance	In Network	90%
	Out of Network	70%
Deductible	In Network	\$100 – Single / \$200 – Family
	Out of Network	\$300 – Single / \$600 – Family
Max Out of Pocket	In Network	\$1,000 – Single / \$2,000 – Family
	Out of Network	\$2,000 – Single / \$4,000 – Family

17.07 Health Insurance Coverage (Effective January 1, 2014)

- A. Effective January 1, 2014, the Health Insurance Plan will be administered as a High Deductible Health Plan with a Health Savings Account (HSA) for all eligible teaching staff members (Section 17.01) who qualify under IRS rules. The plan will maintain the same covered services and benefits provided by the medical plan in effect immediately prior to January 1, 2014. The plan year shall run January 1st through December 31st.
- B. Deductible
1. The deductible for a single plan shall be \$2,000 per plan year.
 2. The deductible for an employee plus kids' plan shall be \$4,000 per plan year.
 3. The deductible for a family plan shall be \$4,000 per plan year.
- C. Preventative services as reasonably identified by the member's service provider shall be covered at one hundred percent (100%) and not subject to the deductible stated above.
- D. Once the deductible is reached, all insurance claims, including prescriptions will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.
- E. The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in Section B above subject to the lifetime maximum.
- F. Contribution to Deductible
1. The Board's contribution to a teaching staff member's Health Savings Account is as follows:
 - a. Single: \$1,000
 - b. Employee + Kids: \$2,000
 - c. Family: \$2,000
 2. The Board's full contribution shall be made by the first payroll in January.
 3. The Board will contract with a financial institution of its choice to establish the HSA Account which will include a debit card with no fees to teaching staff members.
 4. Teaching staff members may elect to contribute to their deductible through payroll deduction or lump sum as designated by the teaching staff member.
 5. The contribution rate for the Board is the amount applicable to a full-time teaching staff

5. The contribution rate for the Board is the amount applicable to a full-time teaching staff member (Section 17.01). Part-time teaching staff members shall receive a pro-rata contribution to the deductible based on the number of full-time equivalent hours.
6. Pro-Rata Contribution and Reimbursement:

If a teaching staff member leaves the employment with the Board prior to the end of any calendar year (December 31), he/she will be required to reimburse the Board a pro-rata share of the Board's contribution towards his/her deductible/health savings account. If a teaching staff member is aware that he/she may be leaving prior to December 31 of any year, he/she can make arrangements with the Treasurer's office to provide a pro-rata contribution towards his/her deductible.

Additional pro-rata reimbursement to the Board may be necessary if a teaching staff member alters his/her plan during the calendar year, such as changing from a family to single coverage, or alters working hours to less than full-time.

The Board's contribution will be adjusted, on a pro-rata basis, should a teaching staff member alter his/her plan during the calendar year, such as changing from a single to family coverage or increasing working hours to full-time.

7. Hardship Advancement:

The Board agrees to advance up to the full amount of the employee's deductible as a loan to the employee if the teaching staff member's deductible as a loan to the teaching staff member if the teaching staff member can demonstrate through documentation extreme hardship or exigent circumstances. A teaching staff member shall be required to provide a written request for a hardship application/advancement to the Superintendent and the Treasurer.

A teaching staff member shall be required to reimburse the Board the amount of advancement that was the teaching staff member's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt by the teaching staff member of the advanced funds. A decision by the Superintendent/Treasurer to deny a request for advancement shall be final and shall not be subject to challenge through the grievance process contained in this agreement.

G. PREMIUMS:

1. Effective January 1, 2014, the sharing of premiums shall be as follows:
 - Single: Board – 95% Teaching Staff Member – 5%
 - +Kids: Board – 90% Teaching Staff Member – 10%
 - Family: Board – 82.5% Teaching Staff Member – 17.5%
2. The premium sharing above is considered the base-line.

Effective January 1, 2015, and each year thereafter, if the health insurance premium increase is greater than eight percent (8%), the percentage of the teaching staff

member's share will be increased by the percent that the premium exceeded eight percent (8%) until the teaching staff member's share reaches a maximum of: Single – 5%; +Kids – 15%; Family – 20%.

If in any year after the teaching staff member's share exceeded the base-line negotiated amount, the premium increase is less than eight percent (8%), the teaching staff member's share will decrease by the percent that the premium increase is less than eight percent (8%) until the teaching staff member's share reaches the base-line of: Single – 5%; +Kids – 10%; Family – 17.5%.

- H. Teaching staff members enrolled in Medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said teaching staff members the High Deductible Health Plan (HDHP). The plan will pay for eligible claims up to the amount of the Board's normal contribution, the teaching staff member will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at one hundred percent (100%) by the plan for the balance of the plan year subject to the lifetime maximum.

17.08 Life Insurance

Life Insurance including accidental death and dismemberment in the amount of \$10,000 or the \$1,000 nearest the teaching staff member's annual salary, whichever is the greater, shall be provided with the Board paying the full amount of the premium.

17.09 Dental Insurance

The Board shall continue to provide the Delta Dental plan, or its equivalent, for teaching staff members and their dependents, paying the full amount of the premium.

17.10 Health Insurance Committee

- A. Members of the Health Insurance Committee shall include four (4) teaching staff members appointed by the Association President, two (2) non-certificated employees appointed by the WNEA President and two (2) representatives from the Board.
- B. The Health Insurance Committee shall meet for the remainder of the 2012-13 school year and into the 2013-14 school year to develop training sessions on topics related to a Health Savings Account. The intent is to provide teaching staff members with enough information about a HSA to assist with the transition in January 2014.

ARTICLE EIGHTEEN – SALARIES

18.01 Payroll

Payrolls for all teaching staff members shall occur at twenty-six (26) regular intervals. The schedule of payrolls shall be published by the Superintendent's office at the beginning of each school year.

18.02 Deductions

Normally, payroll deductions are made for federal income tax, state income tax, and city income tax (as required by law) and the State Teachers' Retirement System or School Employees' Retirement System. At the option of the teaching staff member, deductions may be made for insurance, Association dues, annuities, United Appeal, and credit union, as authorized, in writing, by the teaching staff member. However, no teaching staff member shall assign his/her salary or any portion thereof to secure a loan or guarantee payment of any bill or debt.

18.03 Association Dues

- A. Authorization for payroll deductions for membership dues in the Association and other organizations, including the National Education Association, the Ohio Education Association, and its affiliated organizations, shall be on an annual or continuing basis. In the event any teaching staff member desires to have dues voluntarily deducted from payroll, a voluntary authorization for the payroll deduction of such dues must be on file with the Treasurer of the Board prior to the first day of October. The total amount of deduction will be prorated into twenty (20) equal installments: provided, however, such payroll deduction authorization shall not be required as a condition of employment and, provided further, no voluntary authorization cards will be accepted by the Treasurer after the first day of October.
- B. The Association shall indemnify and save the Board, its officers, agents, employees, or representatives, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board, its officers, agents, employees, or representatives in reliance upon signed payroll dues deduction cards or written revocation of same furnished to the Treasurer of the Board by the Association or any teaching member.

18.04 Professional Development

- A. Teaching staff members of the Local Professional Development Committee shall be paid as follows on an annual basis:

Chairperson	\$500
Secretary	\$1,000
Members	\$300

If the committee determines to have co-chairpersons each shall be paid \$400.00.

- B. Teaching staff members participating in the entry year/mentor program shall be paid as follows on an annual basis:

Lead Mentor	\$1,500
Mentor	\$ 500

18.05 Salary Schedules

- A. The attached salary schedule shall be in place for the 2012-13, 2013-14 and 2014-15 school year. For each year of the contract, all eligible teaching staff members shall move to a vertical step on the salary schedule.

- B. For each year of the contract, any teaching staff member who is not eligible for movement to a vertical step on the salary schedule, will receive a one thousand dollar (\$1,000) stipend payable in a lump-sum payment.
- C. In lieu of a base salary increase for each year of the contract all teaching staff members will receive a five hundred dollar (\$500) stipend.

PAYMENT SCHEDULE

2012-13: Stipends will be paid within thirty (30) days after the Board approves the agreement.

2013-14: Stipends will be paid no later than January 31, 2014.

2014-15: Stipends will be paid no later than January 31, 2015.

- D. In addition to the salary specified in the yearly salary schedule the Board shall assume and pay an additional three percent (3%) of each teaching staff member's share of his/her required individual contribution to the State Teachers Retirement System. Such amount shall be in addition to the percentage contribution required by the Board in accordance with 3307.53 ORC.
- E. In the event that Ohio law prohibits the continuation of the additional three percent (3%) STRS "pick-up" as provided in paragraph D above, the base salary will be increased in an amount that will permit employees' base compensation to remain whole.
- F. For placement on the Masters+ Column of the salary schedule all hours must be taken at the graduate level and earned after the obtainment of the Master's Degree.
- G. Current teaching staff members who earn additional credit for advancement on the salary schedule shall submit an official transcript of credits to the treasurer by September 15th. The member shall be placed on the proper column of the salary schedule effective with the current school year. Members who submit transcripts by January 15th shall be placed on the proper step/column of the salary schedule, effective with the first pay in February. The coursework must be from an accredited institution approved by the Ohio Department of Education. Such list of institutions shall be made available to any member, upon request.

**WAYNE LOCAL SCHOOLS
SALARY SCHEDULE FOR TEACHERS
SCHOOL YEARS 2012-2013, 2013-2014, 2014-2015**

		<u>BA</u>	<u>TOTAL 150 SEM. HOURS</u>		<u>MASTERS</u>		<u>MA +15 SEM. HRS.</u>	
<u>STEPS</u>	<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>	
0	1.0000	\$34,986	1.0390	\$36,350	1.1220	\$39,254	1.1650	\$40,759
1	1.0390	\$36,350	1.0800	\$37,785	1.1650	\$40,759	1.2110	\$42,368
2	1.0800	\$37,785	1.1220	\$39,254	1.2110	\$42,368	1.2580	\$44,012
3	1.1220	\$39,254	1.1650	\$40,759	1.2580	\$44,012	1.3070	\$45,727
4	1.1650	\$40,759	1.2110	\$42,368	1.3070	\$45,727	1.3580	\$47,511
5	1.2110	\$42,368	1.2580	\$44,012	1.3580	\$47,511	1.4110	\$49,365
6	1.2580	\$44,012	1.3070	\$45,727	1.4110	\$49,365	1.4660	\$51,289
7	1.3070	\$45,727	1.3580	\$47,511	1.4660	\$51,289	1.5230	\$53,284
8	1.3580	\$47,511	1.4110	\$49,365	1.5230	\$53,284	1.5830	\$55,383
9	1.4110	\$49,365	1.4660	\$51,289	1.5830	\$55,383	1.6440	\$57,517
10	1.4660	\$51,289	1.5230	\$53,284	1.6440	\$57,517	1.7080	\$59,756
11	1.5230	\$53,284	1.5830	\$55,383	1.7080	\$59,756	1.7750	\$62,100
12	1.5230	\$53,284	1.6440	\$57,517	1.7750	\$62,100	1.8440	\$64,514
17	1.5730	\$55,033	1.6960	\$59,336	1.8310	\$64,059	1.9030	\$66,578
18	1.6342	\$57,174	1.6960	\$59,336	1.8310	\$64,059	1.9030	\$66,578
19	1.6979	\$59,403	1.6960	\$59,336	1.8310	\$64,059	1.9030	\$66,578
20	1.6979	\$59,403	1.7621	\$61,649	1.9026	\$66,564	1.9765	\$69,150
23	1.6979	\$59,403	1.8308	\$64,052	2.0072	\$70,224	2.0852	\$72,953

18.06 Supplemental Positions and Salary Schedule

- A. Supplemental Positions are dependent on having an adequate number of student participants and the cash position of the district.
- B. A head varsity coach is entitled to utilize a professional day to attend a clinic for the sport that he/she coaches. Additionally, a head varsity coach may utilize a personal day to attend a tournament game in his/her sports area in which his team is not competing.

A varsity assistant coach is entitled to use a personal day to attend a clinic or tournament game in his/her sports area.

- C. The Board may add positions during the life of this agreement based upon request by the administration and/or a teaching staff member. However, the WEA president shall be consulted as to the appropriate placement for any new position on the supplemental salary schedule.
- D. Payment for supplemental contracts shall be issued in checks separate from the teaching staff's regular paycheck. Said checks shall be distributed at the end of each season; however, a teaching staff member shall be issued a check for half of the contracted amount halfway through the season, if requested.

For those supplemental contracts that are full-year assignments, separate checks shall be issued for half the salary in January and then again in June.

- E. The following positions shall remain on the supplemental salary schedule. However, the supplemental contract shall not be provided/paid when class periods within the student day are schedule for the activity:

Newspaper	.0300
Yearbook	.0945

- F. Stipends

MS Book Club at \$500.00
HS Book Club at \$500.00
Percussion Marching Band \$3,500.00
Pianist/Accompanist \$1,500.00

**WAYNE LOCAL SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE**

G. In determining the amount of pay the percentage number shall be applied to the base pay of the salary schedule (BA Step 0) times 1.05 and rounded to the nearest whole dollar.

ART CLUB	ELEM	0.0150
ART CLUB	HS	0.0300
ART CLUB	MS	0.0150
ATHLETIC	ASSSTANT	0.0600
ATHLETIC	DIRECTOR	0.1800
BAND	MARCHING	0.0600
BAND	MARCHING	0.0350
BAND	PEP	0.0300
BAND	SUMMER	0.1300
BAND	FLAG	0.0381
BAND	PERCUSSION	0.0381
BASEBALL	RESERVE	0.0825
BASEBALL	VARSITY	0.1045
BASKETBALL	BOYS	0.1595
BASKETBALL	FROSH-BOYS	0.0825
BASKETBALL	FROSH-GIRLS	0.0825
BASKETBALL	GIRLS	0.1595
BASKETBALL	MS -B	0.0693
BASKETBALL	MS -B	0.0693
BASKETBALL	MS -G	0.0693
BASKETBALL	MS -G	0.0693
BASKETBALL	RES-BOYS	0.0935
BASKETBALL	RES-GIRLS	0.0935
CHEERLEADER	HEAD ADVISOR	0.0200
CHEERLEADER	VAR/FOOTBALL ADV.	0.0550
CHEERLEADER	JV FOOTBALL ADV.	0.0275
CHEERLEADER	VAR/BASKETBALL AD.	0.0650
CHEERLEADER	JV BASKETBALL ADV.	0.0375
CROSS COUNTRY	VARSITY	0.0950
DIGITAL DESIGN YR. BK.	HS	0.0300
SPRING MUSICAL	HS	0.0750
FALL PLAY	HS	0.0350
FOOTBALL	HEAD	0.1595
FOOTBALL	ASST	0.0935
FOOTBALL	ASST	0.0935
FOOTBALL	ASST	0.0693
FOOTBALL	ASST	0.0693
FOOTBALL	ASST	0.0470
FOOTBALL	FRESHMAN	0.0470
FOOTBALL	FRESHMAN	0.0470
FOOTBALL	MS - HEAD	0.0693
FOOTBALL	MS	0.0470
FOOTBALL	MS	0.0470
FOOTBALL	MS	0.0470

- G. In determining the amount of pay the percentage number shall be applied to the base pay of the salary schedule (BA Step 0) times 1.05 and rounded to the nearest whole dollar.

FRESHMAN ADVISOR	HS	0.0300
GOLF	VARSITY-BOYS	0.0950
GOLF	VARSITY-GIRLS	0.0950
HONOR SOCIETY	HS	0.0300
MARINE BIOLOGY	HS	0.0150
RECALL	HS	0.0300
SADD	HS	0.0300
SCIENCE FAIR	MS	0.0150
SENIOR	HS	0.0300
SOCCER	BOYS	0.1045
SOCCER	BOYS-ASST	0.0825
SOCCER	GIRLS	0.1045
SOCCER	GIRLS-ASST	0.0825
SOFTBALL	VARSITY	0.1045
SOPH ADVISOR	HS	0.0300
JR. ADVISOR	HS	0.0600
SR. ADVISOR	HS	0.0300
SPRING MUSICAL	VOCAL	0.0400
STUDENT COUNCIL	HS	0.0300
STUDENT COUNCIL	MS	0.0150
SUPPORTIVE PEER ADVISOR		0.0300
SWIM	VARSITY	0.1045
SWIM ASST	HS	0.0693
TENNIS	RESERVE BOYS	0.0750
TENNIS	VARSITY BOYS	0.0950
TENNIS	VARSITY GIRLS	0.0950
TRACK	BOYS	0.1045
TRACK	GIRLS	0.1045
TRACK	MS-B	0.0693
TRACK	MS-G	0.0693
TRACK ASST	HS	0.0693
TRACK ASST	MS	0.0693
VOLLEYBALL	MS HIGH-G	0.0693
VOLLEYBALL	MS HIGH-G	0.0693
VOLLEYBALL	RESERVE	0.0825
VOLLEYBALL	VARSITY	0.1045
WRESTLING	ASST	0.0662
WRESTLING	VARSITY	0.1045
WRITING CENTER	HS	0.0150

H. SUPPLEMENTAL REVIEW COMMITTEE

1. By January 1, 2013, the parties shall make appointments to serve on a Supplemental Review Committee. Four (4) teaching staff members shall be appointed by the Association President and three (4) individuals shall be appointed by the Superintendent.
2. The purpose of the Supplemental Review Committee shall be to:
 - a. Develop a rubric to determine placement of positions on the Supplemental Salary Schedule, including current positions and any newly created positions (both academic and athletic);
 - b. Determine parameters for the inclusion of supervisory positions/stipends for athletic teams and/or athletic events.
3. The Supplemental Review Committee shall complete their responsibilities and present their recommendations to both the Superintendent and Association President by April 30, 2013. The parties shall then negotiate necessary changes to the contract language and seek approval by the Association membership and the Board. Upon approval by both parties, any changes to Article 18.06 shall be included as an amendment to the negotiated contract.

ARTICLE NINETEEN - NEGOTIATIONS PROCEDURE

19.01 Request To Open Negotiations

Either the board or the Association shall have the right to negotiate amendments or modifications to this master contract. Notice of the desire to amend or modify this master contract must be served, in writing, not more than one hundred twenty (120) and not less than sixty (60) days prior to the expiration date or the end of the yearly extension period.

19.02 Tentative Agreement

After such negotiations, when agreement has been obtained on all issues, such agreement shall be reduced to writing, initialed by the spokesperson of each party and be presented to the Association for its approval within ten (10) days of the last bargaining session. Once this agreement has been approved by the Association, it shall be submitted to the Board for its consideration at its next regular meeting or at a special meeting but, in any case, no later than fifteen (15) days after ratification by the Association.

19.03

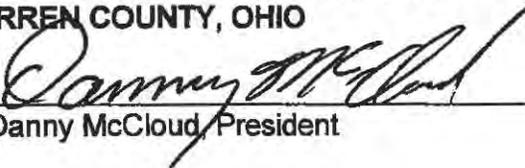
Impasse

In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first negotiation session, either party may declare impasse in writing on all issues being negotiated. The parties may mutually agree to withdraw from the impasse procedures any item which may be submitted later for ratification as part of a total package. Upon declaration of impasse, either party may call for the assistance of a mediator from the federal mediation and conciliation service. The impasse procedures of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator.

ARTICLE TWENTY - DURATION AND IMPLEMENTATION

- 20.01 This master contract shall be effective from 12:00 midnight, July 1, 2012, and shall continue in full force and effect until 12:00 midnight, June 30, 2015, and from year to year thereafter or until a successor master contract has been ratified by the Board and the Association.
- 20.02 This master contract shall serve as the base from which future negotiations shall commence.
- 20.03 If any provision of this master contract or any application of this master contract to any of the teaching staff members who are covered by this master contract is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this master contract shall continue in full force and effect. In such event, the parties to this master contract will meet to negotiate any necessary changes in this master contract regarding such conditions of employment found to be contrary to law.
- 20.04 In the event either party desires to exercise their right to reopen this master contract, it must serve notice of this desire to do so, in writing, on the other party not more than one hundred twenty (120) and not less than sixty (60) days prior to June 30, 2012, or (b) the date such reopening is desired, whichever is applicable.

**BOARD OF EDUCATION OF THE
WAYNE LOCAL SCHOOL DISTRICT
WARREN COUNTY, OHIO**

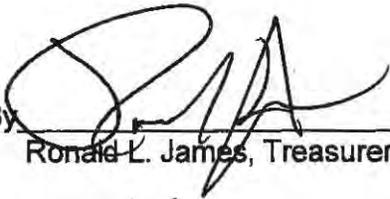
By 
Danny McCloud, President

By 
Patrick Dubbs, Superintendent

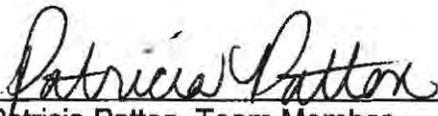
WAYNESVILLE EDUCATION ASSOCIATION

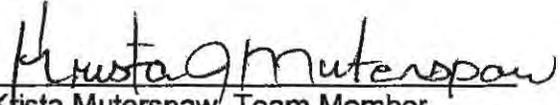
By 
Steve York, President

By 
Chip King, Team Member

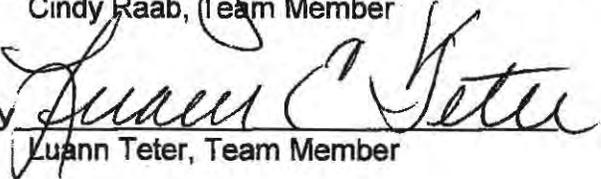
By 
Ronald L. James, Treasurer

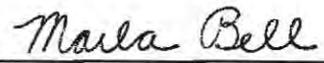
4/8/2013
Date

By 
Patricia Patton, Team Member

By 
Krista Muterspaw, Team Member

By 
Cindy Raab, Team Member

By 
Luann Teter, Team Member

By 
Marla Bell, OEA Consultant

**WAYNE LOCAL SCHOOLS
STAFF ABSENCE FORM**

Employee's Name _____ Date Submitted _____

CHECK TYPE OF LEAVE TO BE USED. ONE TYPE OF LEAVE PER FORM.

- _____ A. **SICK LEAVE**. (Falsification of Sick Leave will be Grounds for Termination.)
The undersigned says that he/she is hereby making application for the use of sick leave as provided in Revised Code 3319.141 (3319.14.1) and that the use of such sick leave is justified for appropriate reasons.

- _____ B. **PERSONAL BUSINESS LEAVE**

- _____ C. **JURY DUTY OR SUBPOENA**

- _____ D. **MILITARY DUTY**

- _____ E. **UNPAID LEAVE**

- _____ F. **INJURY OR DISABILITY LEAVE**

- _____ G. **ASSAULT LEAVE**

- _____ H. **PROFESSIONAL ABSENCE** (Assigned, Excused or Professional)

- _____ I. **VACATION LEAVE** (For 12 Month Employees)

- _____ J. **OTHER** – Specify _____

I am requesting _____ of leave on _____
Day(s) Hour(s) Date(s)

Signature of Employee _____
Signature of Superintendent,
Principal or Supervisor _____

CENTRAL OFFICE USE ONLY

_____ Accepted _____ Rejected Date _____ By _____

If rejected, state reasons and return to employee PRIOR TO THE DAY OF THE REQUESTED LEAVE _____

Signature of School Official

WAYNE LOCAL BOARD OF EDUCATION
SICK LEAVE BANK APPLICATION

DATE: _____

NAME: _____

NUMBER OF SICK LEAVE DAYS USED THIS SCHOOL YEAR: _____

NUMBER OF SICK LEAVE DAYS YOU CURRENTLY HAVE AVAILABLE TO YOU:

PROVIDE A BRIEF EXPLANATION AS TO THE REASON FOR YOUR REQUEST:

NUMBER OF DAYS YOU ARE REQUESTING FROM THE BANK: _____

SIGNATURE

WAYNE LOCAL BOARD OF EDUCATION

**SICK LEAVE BANK
PHYSICIAN VERIFICATION**

_____ is unable to perform his or her teaching duties
and requires extended sick leave because:

This patient has been under my care for the present illness for (length of time): _____

Physician's estimate of number of days needed for recovery: _____

Physician's Signature

I give my physician permission to release the above requested medical information.

Employee's Signature

NOTE:

ALL EVALUATION FORMS ARE INCLUDED AS PART OF THIS MASTER CONTRACT. HOWEVER, DUE TO THE NUMBER OF PAGES, THE ACTUAL DOCUMENTS ARE INCLUDED WITH THE ORIGINAL SIGNED MASTER CONTRACT ONLY. COPIES CAN BE FOUND IN THESE DOCUMENTS OR IN EACH BUILDING OFFICE.

**WAYNE LOCAL BOARD OF EDUCATION
AND THE
WAYNESVILLE EDUCATION ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by the Wayne School District Board of Education ("Board") and the Waynesville Education Association ("Association") for the purpose of addressing changes to Ohio law related to teachers' performance evaluations and reduction in force.

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement; and

WHEREAS, recent changes to Ohio law set forth in House Bill 153 and Senate Bill 316 require a modification to the current teacher performance evaluation system and further require the adoption of a standards-based teacher evaluation policy and, thereafter, to include such policy in the Collective Bargaining Agreement between the parties; and

WHEREAS, in order to facilitate the adoption of Board policy as required by law, an Evaluation Review Committee ("ERC") will be formed by the Board and the Association.

NOW, THEREFORE, BE IT AGREED UPON, by the Board and the Association as follows:

1. Composition of Committee

- a. The ERC shall be established no later than September 1, 2012.
- b. The ERC shall be comprised of three (3) representatives from the Association and three (3) representatives from the administration. The Association shall appoint its members and the Superintendent shall appoint the administration members.
- c. Members of the ERC shall continue to receive, at Board expense, training in the state-adopted evaluation framework model.
- d. The ERC shall be chaired jointly by an Association and administrative committee member.
- e. The ERC shall establish, by mutual agreement, a meeting calendar and timeline for completion of the ERC work in compliance with any time requirements set forth in this Memorandum of Understanding. At the initial meeting, the ERC will develop the guidelines by which the ERC will operate.
- f. The ERC may establish sub-committees to assist with their work and members of said sub-committees will be jointly appointed by the committee co-chairs.

- g. The Association and/or the administration may invite additional people/consultants of its choice to attend ERC meetings to provide additional information and/or input to the ERC regarding aspects of the evaluation policy and/or procedure.
- h. The Board will provide secretarial support and clerical assistance to the ERC.

2. Pilot Program

- a. Any changes to the evaluation policy recommended by the ERC, prior to final Board adoption, will be implemented initially as a Pilot Program during the 2012-13 school year.
- b. Participation in the Pilot Program shall be voluntary for members. To be eligible to participate in the Pilot Program, a volunteer must be a member of the Association and employed under a continuing contract.
- c. Participants in the Pilot Program will be provided an opportunity to be trained on the OTES Model; any cost associated with the training will be at the Board's expense.
- d. Association members will not be adversely affected due to their participation or non-participation in the Pilot Program or by the results of any evaluation done by the Pilot Program.
- e. All evaluators participating in the Pilot Program will be the certified administrators/principals employed by the Board and trained in the OTES Model and credentialed by the Ohio Department of Education.
- f. Any evaluations or documents created through the Pilot Program will not become part of a member's employment record or personnel file, provided the member makes a written request to exclude this information by July 1, 2013.

3. Recommendation to the Board

- a. At the completion of the Pilot Program, the ERC shall evaluate the Program and make a final recommendation to the Board on a standards-based evaluation system in compliance with Ohio law no later than June 20, 2013. This evaluation policy, where in conflict, shall supersede the evaluation procedure set forth in Article 11 of the Collective Bargaining Agreement, until such time that the parties finalize the evaluation procedure through negotiations.
- b. If necessary, and to the extent required by law, following the Board's adoption of the standards-based evaluation policy, the parties shall engage in bargaining to address the effects of the new teacher evaluation policy on

terms and conditions of employment including, but not limited to, the evaluation procedure. If there still remains disagreement as to the policy or its effects on terms and conditions of employment, the parties may exercise any and all rights in accordance with Chapter 4117 of the Ohio Revised Code.

- c. Despite reference to the OTES Model in this MOU, nothing requires the parties to establish an evaluation procedure that strictly mirrors the state procedure, except for those provisions required by law.

4. Presentation/Training

The ERC will be charged with the responsibility to develop a program to educate all staff on the new standards-based evaluation policy adopted by the Board and the evaluation procedure developed by parties.

5. Impact on Reduction in Force

For the 2012-2013, 2013-2014 and 2014-2015 contract years, the provisions and procedures contained in Article 7, Reduction of Teaching Staff, shall be utilized and all bargaining unit members' evaluations shall be deemed "comparable" as defined in Ohio Revised Code §3319.17.

IN WITNESS WHEREOF, the duly authorized representatives of the Wayne Local School District Board of Education and the Waynesville Education Association have executed this Memorandum on the dates opposite their signatures.

WAYNESVILLE EDUCATION ASSOCIATION

WAYNE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: Steve York 4/2/13
President Date

By: Donny McCork
President Date

By: Maria Bell
Maria Bell
OEA Labor Relations Consultant

By: [Signature]
Treasurer Date

Wayne Local Schools

Date: January 3, 2013

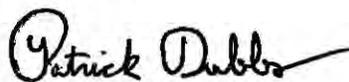
To: Marla Bell, OEA
Steve York, President WEA

From: Pat Dubbs, Supt. of Schools

Re: Planning Time Concerns

As a part of our master contract negotiations I have been asked to put in writing the intent for common teacher planning time. It is not the intent of the administration to take away individual planning time on a regular basis. Primarily common planning time allows teachers in the same grade level the opportunity to meet as needed with their colleagues. Administrators on a limited basis take advantage of the opportunity to meet with a group of grade level teachers all at the same time. Meaningful information and data can be shared face to face in this format; it also allows administrators to receive direct input from teachers on decisions that may impact schedules and/or instruction. Common planning time is not meant to eliminate the brevity of email communication or to replace traditional staff meetings before or after school. At times having strategic meetings with specific teachers can eliminate the need to hold staff meetings that may not pertain to the entire staff. Communication is a give and take process; I continue to encourage teachers to take advantage of established dialogue opportunities made available via F.A.C. and S.A.C. meetings. These monthly meetings encourage staff to work cooperatively with the administration to bring "balance" to topics such as planning and communication.

Sincerely,



Pat Dubbs
Superintendent of Schools