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**WYNFORD LOCAL SCHOOLS**

# **NEGOTIATED AGREEMENT**

**BETWEEN**

**THE WYNFORD CLASSIFIED EMPLOYEES**

**AND**

**THE WYNFORD LOCAL BOARD OF  
EDUCATION**

A blue ribbon graphic that is wider on the left and tapers to a point in the center, then widens again on the right. The text "2014-2017" is printed in black on the right side of the ribbon.

**2014-2017**

## INDEX

	Page
I. Preamble .....	1
II. Principles .....	1
Objectives .....	1
Right To Join Or Not To Join .....	2
Rights Of Minorities And Individuals .....	2
Good Faith .....	2
Management Rights .....	2
III. Recognition .....	3
IV. Scope Of Negotiations .....	4
V. Negotiation Sessions .....	4
VI. Procedure For Conducting Negotiations .....	4
Submission Of Issues .....	4
Agenda .....	4
Representatives .....	5
Negotiation Procedures .....	5
Caucus .....	6
Access To Information .....	6
Progress Report .....	6
VII. Agreement .....	7
VIII. Disagreement .....	7
Advisory Panel .....	7
IX. Provision Contrary To Law .....	8
X. Duration, Implementation, Publishing Agreement .....	8
XI. Additional Language To Agreement .....	9
ARTICLE I. Procedure For Grievance .....	9
ARTICLE II. Personal Leave .....	14
ARTICLE III. Sick Leave .....	15
ARTICLE IV. Maternity/Paternity Leave .....	17
ARTICLE V. Leave Of Absence .....	18
ARTICLE VI. Reduction In Force .....	23
ARTICLE VII. Salary And Fringe Benefits .....	26
ARTICLE VIII. Insurance Program .....	30
ARTICLE IX. Paid Holidays .....	36
ARTICLE X. Severance Pay .....	36
ARTICLE XI. Mileage .....	36
ARTICLE XII. SERS Pick-Up .....	37
ARTICLE XIII. Paid Vacation .....	37
ARTICLE XIV. Free Dependent Tuition .....	38
ARTICLE XV. Bus Driver Recruitment .....	38
ARTICLE XVI. Direct Deposit .....	39

ARTICLE XVII.	Pay Docks .....	39
ARTICLE XVIII.	Duration of Agreement .....	40
ARTICLE XIX.	Liability Protection .....	41
ARTICLE XX.	Evaluation and Contracts .....	44
ARTICLE XXI.	Better Line Of Communication Between Board Administration And Staff.....	45
ARTICLE XXII.	Posting .....	45
ARTICLE XXIII.	Administering Medication .....	46
ARTICLE XXIV.	Bus Driving Procedure, Extra-curricular .....	46
	Signatures .....	48
	Forms .....	49
	Grievance report form .....	49
	Sick leave bank .....	51
	Trip mileage report—substitute/non-school day.....	52
	Trip mileage report—regular drivers/school day .....	53
	Transportation request .....	54
	Unused personal leave to sick leave form .....	55
	Bus drivers – extra curricular.....	56
	Spousal Carve-Out.....	57
	New Employee Salary Schedule .....	58
	Supplemental Salary Schedules .....	59
	Insurance .....	63
	SuperMed Plus.....	63
	Traditional Dental Benefits-Standard Plan .....	65
	Traditional Dental Benefits-Enhanced Plan .....	67
	Vision.....	69



## NEGOTIATED AGREEMENT

Between the Wynford Board of Education and the Wynford Classified Staff

### I. PREAMBLE

Recognizing that providing a high quality education for the children of the Wynford Local School District is the paramount aim of this school district, and that good morale in the classified staff is necessary for the best education for the children, we do hereby declare:

1. The Board of Education, under law, has the final responsibility of establishing the policies for the district.
2. The Superintendent and his staff have the responsibility of carrying out the policies established.
3. The classified staff has the responsibility of providing the best possible environment to the students. The Wynford Board of Education also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the classified staff to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

### II. PRINCIPLES

- A. Objectives: Attainment of objectives for the educational program of the Wynford School District requires mutual understanding and cooperation among the Board of Education, the Superintendent and the classified staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.

- B. Right To Join Or Not To Join: The Board of Education further recognizes that classified personnel have the right to join, or not to join, any organization for their personal or economic improvement. Membership in any organization shall not be required as a condition of employment, nor shall any person be assessed any fee or be required to give financial support to any organization of which such person is not a member.
- C. Rights Of Minorities And Individuals: The legal right inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting classified personnel are in no way abridged in this agreement. Furthermore, nothing contained in this document shall deny the right of the individual person or minority classified employee organization to present their views and recommendations to the Board of Education, provided that negotiations shall be conducted only with the recognized classified organization.
- D. Good Faith: Both parties agree to conduct negotiations in “Good Faith”. “Good Faith” requires that the recognized classified employee organization and the Board be willing to react to each other’s proposals with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, along with either rejecting or offering a counter proposal, the party must give reasons for said action. “Good Faith” does not mean that either negotiation team is given authority to make final commitment for the Board or the classified employee organization.
- E. Management Rights: The Board shall retain all the rights, powers, duties, and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate; provided, however, that such policy rules and regulations shall not be in contravention of a lawful term of this agreement.

### **III. RECOGNITION**

The Wynford Board of Education, in order to recognize a classified employee's organization as exclusive representative of classified personnel, requires satisfactory evidence that the organization is, in fact, one that represents 55% of such employees. Such evidence shall be in the form of a membership list, which shall include an identification of the officers of said organization. Such membership list must be filed with the Superintendent of Wynford Local School District on or before November 15<sup>th</sup> of each school year. By virtue of such satisfactory evidence submitted by the Classified Employee Organization does represent 55% of the classified personnel in the district, the Board hereby recognizes the Classified Employee Organization as the official negotiating agent for all classified personnel exclusive of administration and supervisory personnel under regular contract employed by the district. The organization shall continue in effect as long as the Organization's paid membership contains at least 55% or more of the total employees in the negotiating unit.

Exclusions:

For the purpose of this agreement, the following individuals are excluded from the bargaining unit:

- A. All supervisors
- B. Substitutes
- C. Central office personnel (assistant treasurer/payroll; secretary to the superintendent/Board of Education; accounts payable position).
- D. Bus mechanic.
- E. Food service.

#### **IV. SCOPE OF NEGOTIATIONS**

Issues pertaining to salary, fringe benefits, hours and other such items, which are mutually agreed to by both parties, shall be negotiated.

#### **V. NEGOTIATION SESSIONS**

During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the agreement, except by mutual consent of both parties.

#### **VI. PROCEDURE FOR CONDUCTING NEGOTIATIONS**

- A. Either the Board or the Wynford Classified Employees (WCE) may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the WCE shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the WCE.
- B. Submission of Issues: Issues proposed for negotiations shall be exchanged in writing between the Board of Education, through its designated representative, and the president of the recognized classified employee organization on or before January 15<sup>th</sup> of any one year. A mutually accepted meeting date shall be set no more than fifteen (15) days following such request.
- C. Agenda: The first item of business at each and every bargaining session shall be the establishment of a mutually agreeable time, date, and place of the next session between said teams. The second item of business at the

first bargaining session shall be the exchange of items requested for negotiation. New items shall be added after the first session if mutually agreed to by the recognized classified employee organization and the Wynford Board of Education bargaining teams. All negotiations shall be conducted in executive sessions exclusively between said representatives unless both parties mutually agree to waive this provision.

- D. Representatives: The Board or designated representative(s) of the Board (such as superintendent, treasurer or principal) will meet with representatives of the recognized classified employee organization (classified staff members employed by the Wynford Board of Education) to negotiate in good faith. There shall be no more than six (6) representatives on each team; nor shall more than four (4) non-participating observers representing each team be permitted to attend a single session. Either team may call upon professional and lay consultants for assistance in matters dealing with negotiations. Such professional and lay consultants will serve as non-participating observers during the negotiation process and shall not be seated at the negotiations table. The expense of such consultant shall be borne by the party requesting them.
- E. Negotiation Procedures: Designated representative(s) of the Board shall meet at mutually-agreed-upon places and times with representatives of the recognized classified employee group for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach an agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraphs A and B above, such additional meetings shall be held as the parties may require to reach an agreement on the issue(s) or until an impasse is reached. As the parties tentatively agree

to each item, it shall be reduced to writing and shall be initialed by each party.

- F. Caucus: Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus unless extended time is mutually agreed upon.
- G. Access To Information: Upon request by the recognized classified employee organization, the Board shall supply, within ten (10) school days, all public information, financial or otherwise relative to the operation of the school district. Also upon request by the recognized classified employee group, the Board agrees to furnish, in a reasonable period of time, such other information as will assist the recognized classified employee organization in developing intelligent, accurate, and constructive proposals on behalf of the staff members, the student and the educational programs. Recognized classified employee organization agrees to furnish all available information on its proposals to the Board's negotiating team to support the development of the aforementioned programs for the school district. However, personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be developed as part of a proposal or as otherwise may be released by the respective parties. The charge to the recognized classified employee organization shall not exceed the actual copying machine cost per page.
- H. Progress Reports: Periodic written progress reports may be issued during negotiations to the public provided that any such release shall have the prior approval of both parties.

## **VII. AGREEMENT**

As tentative agreement is reached on each issue, it shall be so noted and initialized by each party. When consensus is reached covering the areas under discussion, the entire proposed agreement shall be reduced to writing as a tentative agreement and submitted to the recognized classified employee organization for ratification. If ratified by the recognized classified employee organization, it shall be submitted to the Board for ratification. If approved, both parties shall sign the agreement. The official policy may be changed only through renegotiation.

## **VIII. DISAGREEMENT**

Advisory Panel: In the event an agreement is not reached by negotiation after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse, and thereby creating an Advisory Panel of three (3) persons within ten (10) days of said declaration. One member shall be designated by the Board, one member by the recognized classified employee organization, and these shall select a third person. The third person, who shall act as chairperson, shall be named by the first two appointed members. If the two cannot agree on the third, the third person shall be selected from the list or lists of arbitrators from the American Arbitration Associations in accordance with their voluntary rules and regulations. The Advisory Panel shall act as fact-finders, conferring with both parties and making recommendations for settlement of the issue(s) in question. Each party will pay the expenses of its own representative on the Advisory Panel. However, the expenses of the chairman will be shared equally by the Board and the recognized classified employee organization. The recommendations of the Advisory Panel shall be submitted to the negotiators for consideration. If agreement is not reached within ten (10) days, or a mutually agreed upon date, it shall be submitted to the recognized classified employee organization for action and the Board for action within ten (10) days after being submitted. Said report shall be made public after the action of both parties. If the

two parties agree on the panel's recommendation for settlement, it shall be approved in accordance with Article VII Agreement.

## **IX. PROVISION CONTRARY TO LAW**

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

## **X. DURATION, IMPLEMENTATION, AND PUBLISHING OF THE AGREEMENT**

- A. Duration: This agreement shall be effective for a three (3) year term beginning July 1, 2014 to June 30, 2017, both dates inclusive. For the purpose of this agreement, a school year shall be defined as that time between July 1<sup>st</sup> and June 30<sup>th</sup>, inclusive.
- B. Re-Opener: A meeting to re-open this contract to discuss wages, hours and other terms and conditions of employment may be requested by either party. The first meeting for such purpose shall be held within ten (10) business days of the request, and additional meeting(s) will be scheduled as needed by mutual consent of both parties.
- C. Implementation: When notice is given as provided above, the negotiation process shall begin in accordance with the provisions of this contract.
- D. Printing and Providing Copies of the Contract: The Board will provide a copy of this contract to each classified employee and additional copies as requested by the association.

## **XI. ADDITIONAL LANGUAGE TO AGREEMENT**

The policy statements and regulations attached hereto in the form of articles are made a part of this document, and shall be in the future negotiated in conformance with the procedures described above; provided that such articles constitute the entire agreement between the parties and any document, agreement, memorandum, salary schedule or any other previously negotiated item shall be void.

### **ARTICLE I PROCEDURE FOR GRIEVANCE**

#### **A. Definitions:**

1. A grievance is a claim whereby one or more classified employee(s):
  - a. Allege an infringement or privation of his or her personal, professional, or other rights under the terms of this contract;  
or
  - b. Allege a misinterpretation or misapplication of Board Policy or administrative rules and regulations; or
  - c. Allege a misrepresentation, misapplication or violation of any provision of Statute.
2. An “aggrieved person” is the person(s) making the claim.
3. A “party of interest” is the aggrieved person(s) and any person(s).

#### **B. Purpose and Objectives:**

1. The primary purpose of this procedure shall be to obtain at the lowest administration level and in the shortest period of time, equitable solutions to grievances that may arise from time to time. Both the Board of Education and the classified employee

organization agree that grievance proceedings shall be handled in a confidential manner.

2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the organization, provided that the adjustment is not inconsistent with the terms of this agreement.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the time table specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One – Before submission of a written grievance, the aggrieved person shall first discuss such grievance with his immediate supervisor. If such grievance is not initiated within ten (10) calendar days following the act or condition, which is the basis of said grievance, the grievance shall no longer exist. (See Grievance form Appendix A1)

4. Level Two – If informal discussion does not resolve the grievance to the satisfaction of the employee, aggrieved party shall have the right to lodge a written grievance with such employees, building principal or immediate supervisor. If said grievance is not submitted within fourteen (14) calendar days following completion of Level One, said grievance no longer exists.

Written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of facts upon which the grievance is based and a reference to the specific provision of the agreement, contract, statute, board policy or written administrative rule, regulation, evaluation, or reprimand already violated, misinterpreted or misapplied shall be included. Copy of such grievance shall be filed with the Superintendent and with the Organization President.

Classified employees shall have the right to request a hearing before the building principal or supervisor. The hearing is to be conducted within seven (7) calendar days after receipt of the request. The aggrieved person shall be advised in writing of the time, place and date of the hearing and shall have the right to representation at such meeting. The building principal shall take action on the written grievance within seven (7) calendar days after conclusion of the hearing. Action taken and reasons for the action shall be reduced to writing and copies sent to classified employee and Superintendent.

5. Level Three – If action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the classified employee or if no response is received after submission of the grievance to the principal or supervisor, such classified employee may appeal in writing to the Superintendent or his designated

representative. Failure to file appeal within seven (7) calendar days from date of receipt of written disposition shall be deemed a waiver of right to appeal. The Superintendent shall take action on appeal of grievance within fourteen (14) calendar days after conclusion of hearing. Aggrieved person shall have the right to be represented at the hearing by counsel, and/or representative of the Organization. The Superintendent shall also have the right to legal representation at such meeting. Action taken and reasons for the action shall be reduced to writing and copies forwarded to certified employee, building principal and immediate supervisor.

6. Level Four – If action taken by the Superintendent does not resolve the grievance to the satisfaction of the aggrieved, such classified employee may submit the grievance to an Advisory Panel within seven (7) calendar days, which will be formed and financed according to the provisions of the Professional Negotiations Document, except that the aggrieved shall select one of the panel if the association does not choose to represent or support the aggrieved.

Written briefs describing the position of each party shall be submitted to the Advisory Panel at the time of the third member's appointment. Both parties shall select a representative to the Advisory Panel, which shall not be an employee of the school district. The chairman of the panel shall be selected from a list of names submitted by both parties. Each side shall reject names on that list in turn until one remains – that person being agreeable to both parties. The Advisory Panel shall have authority to hold hearings and to confer with any person deemed advisable in seeking to effect recommendations for resolving the grievance within thirty

(30) calendar days following appointment of the third member. The panel shall report in writing its finding of fact, reasoning, and conclusions on the issues submitted.

D. Right of Employees to Representation

1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the Administration or of the Board against any aggrieved person, any party in interest or any Grievance Representative.
2. An employee may be represented at all stages of the grievance procedure by himself, or with, at his option, a grievance representative selected by the Organization.

E. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
2. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents, will be prepared jointly by the Superintendent and the Organization and given appropriate distribution by the Organization to facilitate operation of the grievance procedure. Costs of same to be borne jointly by the Board of Education and the classified employee organization.

## ARTICLE II PERSONAL LEAVE

1. Employees shall be granted 3 personal days.
2. Personal leave is intended to be used only for personal business which cannot be conducted at any time than during the school day.
3. Personal leave shall be unrestricted. If an employee plans to take a day without pay (dock pay), the employee must obtain approval from the Board or the Board's designee (Superintendent).
4. Notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the case of emergencies, the request shall be completed upon return of the employee and must have approval of the immediate supervisor.
5. Personnel leave requests must be processed through Employee Kiosk.
6. Unused personal leave may be carried over to the next year, to a maximum of five (5) days. Unused personal leave can be converted to sick leave. Classified employees can receive payment for up to three (3) unused personal leave at the following rates:
  - 3 days: \$300.00
  - 2 days: \$200.00
  - 1 day: \$100.00
7. Leave may be taken prior to or following a holiday pending consent of supervisor, and superintendent.
8. The request submitted will be reviewed and approved or rejected by the Superintendent. In the latter case, the reason for the rejection shall be stated. In case of an emergency, the entire transaction may be transacted by telephone or in person and done through Employee Kiosk after the fact. The proper form must be completed upon return of the employee.

9. All personal days must be used before using any dock days.
10. Personal leave cannot be used to cover days that an employee is incarcerated or days that an employee cannot work due to the suspension of a license.
11. All less than full-time classified employees will be reimbursed on a pro-rated basis based on hours worked compared to a full-time employee in the same job classification. For example, a three hour employee will receive  $\frac{1}{2}$  of the reimbursement of that for a full-time employee; \$150.00 for three unused personal days, \$100.00 for two unused personal days and \$50.00 for one unused days of personal leave.
12. Any employee desiring the unused personal days to be converted to sick leave must notify the Treasurer by June 15. Otherwise a bonus payment shall be included in the second paycheck in July following the school year in which personal leave was not used. (See Appendix A6)

### **ARTICLE III SICK LEAVE**

1. Any employee who is employed by the Board shall be entitled to fifteen (15) days of sick leave with pay per school year, for each year under contract, and will be accredited at a rate of one and one-fourth ( $1 \frac{1}{4}$ ) days per month. There is no limit to unused sick leave accumulation. Employees shall be notified by the Treasurer of the Board of the total accumulated days of sick leave on their regular pay stubs or direct deposit form.
2. Current employees who have exhausted their accumulated sick leave shall be credited with sick leave in accordance with ORC 3319.141, not more than five (5) days annually. Such credited leave will be deducted from the final pay of an employee, at his/her per diem rate if the employee leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the school-provided insurance

premiums of any employee who has exhausted his/her sick leave accumulation and the five (5) days advance and who remains on active contract status with the district.

3. Employees may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious disease, which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Regarding illness or injury, the employee's immediate family shall include: spouse, children, parents, or sibling. It may also apply to anyone who has clearly had a relationship to the employee with approval of the Superintendent. Regarding death, the employee's immediate family shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence
4. The previously accumulated sick leave of an employee new to the Wynford Local School District who has been separated from public service shall be placed to his/her credit upon his/her employment with the Board, provided that such employment takes place within ten years of the date of last termination from public service. An employee who transfers from another school district, or other public agency to the Wynford School District shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of sick leave accumulation permitted by the Board.
5. Sick leave requests shall be processed through Employee Kiosk.
6. Sick leave shall not be charged for days on which schools are not in session due to calamity, disease, epidemic, hazardous weather conditions, damage to school building, or other temporary circumstances due to utility failure rendering the school building unfit for school use unless an employee is required to work on such a day.

7. Five (5) days of sick leave will be advanced to a new employee until such time that the employee has earned five days. Five days of sick leave shall not be advanced after that time unless approved by the Superintendent.
8. Sick Leave Transfer: In the event that the Association President and Superintendent agree that a bargaining unit member who has a serious illness or injury needs additional sick leave, bargaining unit members can directly contribute unused, accumulated sick leave to the ill or injured member. However, the maximum sick leave contributed to the employee from all the other employees shall not exceed sixty (60) days and will be deducted from the contributing employees' accumulated sick leave. Application of this provision shall be on a case-by-case basis and bargaining unit members are limited to one (1) approved request per fiscal year.
9. Adoption Leave: Sick leave may be used for the adoption of a child.

#### **ARTICLE IV MATERNITY/PATERNITY LEAVE**

1. Leave privileges: In addition to the provisions of sick leave provided in Section C, an employee who is pregnant shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, and to continue up to one (1) year after the child is born. This leave period may be extended upon application for such extension.

If the employee so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable.

2. Application for Maternity/Paternity Leave:

Applications for maternity/paternity leave shall state in writing:

- a. expected date of birth
- b. date requested leave is to commence

- c. date employee expects to return to service
- d. name of physician

3. Time Period for Filing Application:

Application for maternity/paternity leave shall be made ten (10) days, if possible, but no less than three (3) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave:

Sick leave shall not accrue during maternity/paternity leave. Employees on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due. Since maternity/paternity leave is without pay, the Board-paid group benefits stated herein do not apply to the State Employee Retirement System.

5. Reinstatement:

Upon return from approved maternity/paternity leave, the employee shall be entitled to re-instatement to a position for which certification/license is held. If the said position has been abolished, the returning staff member shall be appointed to a position for which he/she is qualified. This does not include the exempted central office positions.

## **ARTICLE V LEAVE OF ABSENCE**

A. Leave of Absence

- 1. Upon written request, an employee may be granted a leave without pay for illness or other disability and may be granted such leave for educational or professional purposes if approved by the

Superintendent. Such leave may be for a maximum of one (1) consecutive school year. Upon subsequent request, such leave may be renewed.

2. Application must be made to the Superintendent by Employee Kiosk at least thirty (30) calendar days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.
3. Members of the bargaining unit who take any leave under this section shall be eligible to continue in Board-provided insurance plans at the employee's expense. Premiums must be paid to the Treasurer prior to the due date. The employee is ineligible for the HSA Board contributions as outlined in Article VIII.1.b. and the insurance opt-out stipend as outlined in Article VIII.1.c
4. At the expiration of the approved leave, the employee shall resume the contract status, which he/she held prior to such leave. The returning employee may be granted his/her position held prior to the leave if the position is still in existence. If the said position has been abolished, the returning staff member shall be appointed to a position for which he/she is qualified.
5. Should the employee return from a leave of absence and not have enough seniority to bid on a position for which they are qualified, they will be put on a "first to return" list according to the seniority of the RIF list.

B. Military Leave of Absence

Military leave shall be granted in accordance with Section 3319.14 of the Revised Code of Ohio

C. Court Leave

When a staff member's presence is required in a court of law for jury duty or as the result of a subpoena during a contract day, the staff member shall be paid his/her regular salary. Such leave shall not be deducted from any other type of leave. Court leave does not pertain to that employee who brings an action against the Board of Education. Documentation of the request to appear, or the need to appear in a court of law shall be provided when requested by the administration.

D. Assault Leave

In accordance with the provisions of section 3319.143 of the Ohio Revised Code, the Board shall grant assault leave to employees absent due to a physical disability resulting from assault under the following conditions:

1. Any classified employee who must be absent from his/her duties due to a physical disability resulting from an assault while engaged in school-related activities, on or off school premises, before, during, or after school hours, will be paid his/her full schedule compensation for the period of absence in the following manner:
  - a. assault leave for the first fifteen (15) days
  - b. sick leave for the next days needed until accumulated sick leave has been used
  - c. Assault leave for the next ten (10) days
2. Assault shall be defined as an unlawful action that results in bodily injury to the employee.
3. The employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the

assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.

4. The employee shall furnish a written, signed statement to the Superintendent from a licensed medical doctor as to the nature of the disability, its possible duration, and the need to be absent from duty.
5. Assault leave shall not be charged against sick leave earned or earnable by the employee.

E. Family and Medical Leave

1. Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the Act will be provided to eligible employees covered by this agreement.
2. Any alleged violations of the Act may be processed through the grievance procedure contained herein; however, if an employee seeks enforcement of FMLA through a regulatory agency or the courts, the decision of the agency or court shall prevail over any grievance or arbitration award.
3. **Leave Provisions**
  - a. Each employee who meets the specified circumstances shall be granted upon request up to 12 weeks of unpaid leave per year for serious health condition of the employee or to care for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

- b. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of the agreement.
  - c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article.
  - d. The employee shall give the Board thirty (30) days notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.
  - e. When medically necessary, leave may be taken intermittently.
4. Protection of Employment
- a. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
  - b. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
5. Insurance Continuation
- During the leave, for up to 12 weeks per 12 month period, the Board shall continue to pay the contribution it makes for an employee on the payroll to continue participation in the district's health insurance plans.

6. Twelve Month Period

Twelve-month period means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.

7. If any part of this provision conflicts with federal law, rules or regulations, Provision Contrary to Law shall apply. (Negotiated Agreement #IX page 6)

F. Extended Leave

A. Definition of Extended Leave:

1. Leave of five (5) or more consecutive days constitutes extended leave.
2. This does not include “day to day” sickness regardless of the number of days.

B. Procedure for requesting Extended Leave

1. Supervisor must be notified of extended leave.
2. Supervisor will be responsible for filling the position with a substitute

**ARTICLE VI REDUCTION IN FORCE (RIF)**

1. When by reason of decreased enrollment of pupils, return to duty of regular employees after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, serious financial difficulties in which the general fund anticipates a deficit two years from the current year, reorganization or other circumstances approved by statute, or court

decision, a reasonable reduction of staff will be made. It is understood that only after the position is eliminated will the staff in that particular department be looked at in reference to the following procedure.

2. Procedures

- a. The type of contract is the deciding factor. Continuing contract personnel would be listed in order of seniority followed by limited contract personnel in order of seniority. RIF would begin with the lowest seniority.
- b. To the extent that reductions are not achieved through attrition including the non-renewal of contracts, reductions will be achieved by suspension of contract. Suspension of contract shall mean that an employee will be on an inactive employment status with this district.
- c. The length of continuous service in the district shall determine seniority. Among those with the same length of continuous service, seniority shall be determined by the date of the Board meeting at which the employee was hired.
- d. Length of continuous service will not be interrupted or affected by any authorized leave of absence.
- e. In case of a tie, the Superintendent of schools taking into account all factors affecting the school district will make the decision.
- f. Written notification will be given to all staff members affected by RIF, by May 1<sup>st</sup>.
- g. The staff members lowest on the seniority list in that department will be subject to the provisions of this policy.

- h. R.I.F. employees shall remain on the seniority list, but it is understood that the R.I.F. employee does not gain seniority credit for the time they are on the R.I.F. list.
- i. A seniority list will be available in each building office. In addition the association president shall receive two (2) copies of the seniority list(s) by January 15<sup>th</sup> of each year.

3. Recall

- a. R.I.F. employees shall be advised of any non-certified job opening, and be given the opportunity to apply for it before the job is open to the public. It is understood that the employee is not guaranteed to be hired for the job.
- b. An employee whose name appears on the Reduction in Force List shall be returned to active employment when a vacancy becomes available for which he/she is qualified.
- c. Employees on the Reduction in Force List shall be returned to active employment in order of seniority at the time of their layoff. They do not accumulate seniority time during the time of lay off.
- d. In the event a vacancy(cies) become available, the Board shall recall the employee to active employment status by giving written notice to the employee. Said written notice shall be sent to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address.
- e. If an employee fails to accept full-time active employment status within ten (10) calendar days from the date said notification was mailed in accordance with the above, said employee shall be placed at the bottom of Reduction in Force List.

- f. An employee on the Reduction in Force List shall, upon acceptance of the notification to resume active employment status, return to active employment status and will resume the contract status held at the time of the layoff.
- g. A staff member will remain on the recall list until he/she accepts a position either within the Wynford School District, another school district, or asks to be removed.
- h. Employees not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitutes as the need occurs for the period of time their names remain on the recall list.
- i. Laid-off employees shall have the right to pay the total group premium for group life, hospitalization, and other group benefits.
- j. Sick leave and seniority will be restored effective at the time of RIFing. No sick leave or seniority can be accumulated during the RIFed period except according to state statute.
- k. The administration will aid the RIFed staff member in obtaining a position in another school district if requested.

## **ARTICLE VII SALARY AND FRINGE BENEFITS**

### **A. Regular Salary**

- 1. For the life of this contract 2014-15 – 2016-17, employees shall receive a 3% increase on the previous year's salary
- 2. Salary Schedule for new employees (contractual days consistent with current employees) - (Appendix B)

2. Whenever student enrollment is such that a ratio of more than 450 students per secretary exists in a school building, the secretary shall be placed into the appropriate secretarial salary group (I, II, or III) and receive an additional hourly rate of \$.50 per hour.
3. All Classified employees shall be compensated at the rate of 1 ½ times their regular hourly rate for all time worked beyond 40 hours per week.
4. The regular work day for a full-time custodian shall be limited to eight hours per day including a 30-minute lunchtime.
5. All employee lunch breaks will be taken in the middle of their assigned shift.
6. For the purpose of computing overtime pay, holidays listed in the contract shall be counted as days and hours worked.

#### Miscellaneous Provision Related to Salary

##### Pay Procedure

- a. Payroll will be issued on every other Friday for a total of twenty-six (26) pays per year. If more than 26 pays fall within a calendar year an adjustment will need to be made to this schedule to maintain the proper number and amount of pay. In this event, the pay dates, beginning with the first pay in June, will be moved by one day each. This will effect four pay dates.

If the payday falls on a holiday of two days or less, payroll will be issued the last school day prior to such holiday. If the payday falls on a holiday or vacation of more than two days, the direct deposit form will be distributed on the regular day

of issue unless special arrangements have been made to pick it up.

- b. Direct deposit forms will be delivered to the email address the employee provides to the Treasurer's Office. The employee will notify the Treasurer's Office if (s)he prefers to pick up his/her direct deposit forms or have them delivered to the employee's school mailbox. Non-260 day employees will notify the Treasurer's Office if (s)he prefers that the forms be mailed to the employee's home during the summer months.
  - c. Salary paid will be in accordance with the salary schedule adopted by the Board.
  - d. Salary Deductions: Federal Withholding Tax, State Income Tax, City Income Tax, School Income Tax – when applicable, and employees respective retirement systems. Other deductions as the Treasurer may be directed providing five (5) or more employees participate in such deduction.
- C. All regular classified employees who perform work during the summer outside their regular job shall be compensated at the part-time employee rate of pay.

D. Training Reimbursement

Classified employees may be reimbursed for special training at the technical school or college level if this training pertains to the assigned job and the Superintendent approves it prior to taking the course. The total reimbursement for this section shall not exceed five hundred dollars (\$500.00) per school year nor more than four hundred fifty (\$450.00) per semester hour.

All regular classified and regular substitute employees shall be reimbursed for local, state, or federally mandated tests, licenses, medical exams, and fees required for their current position, excluding any reimbursement provided on their behalf by local, state, or federal agencies. The Board will arrange a plan to do the medical physical.

E. Bus Driver Hours

1. Bus drivers shall be compensated for the hours they work including 30 minutes pre-inspection, cleaning, and fueling time.
2. Bus driver hours will be verified by October 15<sup>th</sup> each year. This will be done by the Transportation Director, or the Superintendent's designee in cooperation with the drivers.
3. Bus drivers may be compensated for time driving beyond the above approved hours with approval of the Superintendent.
4. When shuttle bus routes beyond regular route times become available, they shall be put up for bid for bus drivers on seniority basis.
5. Shuttle routes during regular hours will not receive supplemental compensation.
6. Substitute drivers on any day and regular drivers on non-school days shall be allotted 30 minutes additional driving time for extracurricular trips for pre-inspection, clean up and fueling as per new trip ticket. (Appendix A3a)
7. A minimum field trip will be two hours at the current rate of pay.
8. The Administration has the final decision over route assignments.
9. Bus drivers are required to stay at the site of the field trip for the duration of the field trip unless excused by the Superintendent.

## ARTICLE VIII INSURANCE PROGRAM

1. Comprehensive Health Plan (Hospitalization/Surgical/Major Medical):  
The Board shall provide through a carrier or third party administrator licensed by the State of Ohio, comprehensive health insurance coverage using a Health Savings Account Plan ("HSA Plan") which meets or exceeds the coverage that was in effect during the 2007-08 school year. The Board will provide said coverage for each eligible employee, now or hereinafter employed, and his/her eligible dependents with the following stipulations.

- a. Payments by the Board to the HSA Plan employee accounts will be made in two equal distributions. Every effort will be made to ensure that the bank receives the first Board contribution by the first business banking day after January 1. The second distribution will be made by the first pay in July. Advances will be made with the approval of the Superintendent on an as needed basis upon receipt of proper documentation and may be for up to the maximum amount.
- b. For full-time employees, the amount deposited in the account shall be \$1,350.00 for each employee enrolled in a single insurance plan and \$2,000.00 for each employee enrolled in a family plan. For part-time employees working at least 15 hours per week, the Board contribution to his/her HSA account shall be prorated according to the percentage of employment based on full-time status for that position as outlined in d. below.

If an employee leaves the district at any time during the calendar year, the employee must return the pro-rata portion of the contribution to the Board for the months the employee is not enrolled in the insurance plan. The Employer may use payroll deduction to recover the monies owed to the Board. For employees that begin employment subsequent to

January 1, the employee will receive the pro-rata portion of the Board's HSA contribution based on the number of full months the employee is enrolled in the district's HSA plan.

An employee may contribute to his/her HSA Plan an additional amount equal to the current IRS limits. These additional contributions shall be tax sheltered and may be made in equal bi-weekly distributions through payroll deduction. Elections to make contributions to an employee's HSA account via payroll deduction must be made by December 15 of the year preceding the calendar year for which the deduction(s) will be made by completing a HSA payroll deduction form provided by the Treasurer's Office.

- c. Those employees who opt out of the Wynford HSA Plan per this negotiated agreement shall receive a payment of \$1,650.00 as outlined in Article VIII. 5.
- d. Full-time employees employed for the 2008-2009 school year and prior will not pay a monthly contribution for medical/prescription coverage. New employees hired for the 2009-2010 school year and subsequent school years will contribute 10% of the medical/prescription premium through payroll deduction. In addition, regardless of the hire date, less than full-time employees will pay insurance premiums on a prorated basis using the number of hours of employment divided by the number of full-time hours for the position defined as:

Custodial	-	8 hours per day
Secretarial 197-day	-	7 ½ hours per day
Secretarial 207-day	-	8 hours per day
Library aide	-	7 hours per day
Teacher's aide	-	7 hours per day
Bus drivers	-	4 ½ hours per day

Bus driver (Pioneer) - 3 ½ hours per day  
(3/4 ratio for insurance)

(Example: a two hour employee would have one-third of the insurance premium paid by the Board). All new employees, as of October 18, 1993, working less than 15 hours per week are not eligible for any type of insurance.

- e. Each employee will agree to a per policy in-network deductible. An employee may choose a physician or hospital out-of network which will require a 70/30 co-insurance.

Calendar year	2015	2016	2017
	<u>Single</u>	<u>Family</u>	
In-network	\$2,325	\$4,500	
Out-of-network	\$3,325	\$6,500	

- f. An eligible employee and/or dependent enrolled in Medicare may participate in the health insurance plan as outlined in this section. However, (s)he cannot contribute to a tax-sheltered HSA bank account. Therefore, the Board contribution will be paid directly to the enrolled employee in two equal distributions, in the first pay in January and in the first pay in July. The Board contributions will be included in the employee's W-2 as taxable income.
- g. The current negotiated agreement will be re-opened for health insurance renegotiation if one or more of the following situations occur during the time period covered by this agreement:
  - (1) The Board is notified that self-employed dependents cannot be covered under stop loss insurance or by doing so causes a significant increase in the Board's medical and prescription stop loss premiums.

- (2) The Board identifies a health insurance plan that improves the financial condition of the District.
- h. Effective January 1, 2015, spouses of Wynford employees who have health insurance available to them at their place of employment on a full-time basis will not be eligible for health insurance coverage on the Wynford health insurance plans (medical, prescription, dental, and vision insurance). A stipend of \$1,650.00 per year will be paid to each employee whose spouse is forced off of the Wynford insurance plan as of January 1 of each year as a result of this provision. All Wynford employees that are enrolled in the Wynford Health Plan must sign an affidavit that documents his/her marital and spousal employment statuses. The affidavit will also serve as a certification of the spouse's ineligibility for full-time based health insurance coverage at his/her place of employment, if applicable (Appendix A7). This document must be submitted to the Treasurer's Office by the second Friday in December preceding the plan year.

SPECIFICATIONS: See Appendix C1

2. Dental Insurance:

- a. The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the coverage that was in effect during the 2007-2008 school year for each employee, now or hereinafter employed, and his/her eligible dependents. The full cost of this coverage and any increases thereof shall be paid by the Board.
- b. At the employee's option, the Board shall provide additional coverage as follows:
- Increase lifetime maximum orthodontic services per person to \$2,000

- Increase percentage of payment of reasonable and customary charges for Complex services to 70% and Orthodontic services to 60%

If this option is elected by an employee, the Board will pay five dollars (\$5) per month towards the additional cost of said improved dental insurance. Any additional premiums will, through payroll deduction, be purchased by the employee. The employee may choose to take a single policy, a family policy, or no policy.

SPECIFICATIONS: See Appendix C2 – C3

3. Vision Insurance Plan

The Board will pay \$5.00 per month toward the additional cost of said approved vision insurance plan. The employee will through payroll deduction, purchase any additional premiums. The employee may choose to take a single policy, a single plus one policy, a family policy, or no policy.

SPECIFICATIONS: See Appendix C4

4. Life and Accidental Death and Dismemberment:

The Board shall purchase through a carrier licensed by the State of Ohio, a \$20,000 policy. The Board thereof shall pay the full cost of this coverage and increases. Every employee shall have the opportunity to purchase additional Life and Accident Death and Dismemberment coverage and other insurance coverage established by the carrier, within coverage and cost limits set by the carrier, through payroll deduction. Employees must enroll for additional coverage in writing, to the Treasurer by December 15 of the current contract year for additional coverage to be provided in the next contract year.

5. Non-Participation Stipend:

- a. Any Non-Certified staff member may request not to take medical and prescription coverage and receive a reimbursement, except employees with one or more of the following criteria:
    1. An employee whose spouse has 100% board medical coverage under the Wynford Insurance Plan.
    2. An employee who works 15 hours per week or less.
  - b. Upon annual written application to the Treasurer by December 15 of the year preceding the election, any eligible employee electing to not enroll in single or family medical and prescription coverage will receive a \$1,650 stipend. The employee shall be paid the stipend in December at the end of the plan year. If the eligible employee is less than full-time, the reimbursement stipend shall be prorated accordingly to the percentage of employment.
  - c. If the employee is not covered by any other medical and prescription insurance plan, the eligible employee will be able to re-enroll in the Wynford Insurance Plan during the plan year. The re-enrollment must be for a qualifying event recognized by the IRS and consistent with the terms of the insurance carrier's contract. No pre-existing clause will be applied. The employee will not be eligible in whole or in part for the stipend.
6. The Board will offer all employees a Section 125 Plan that will only shelter the employees' contribution to their insurance premiums. Additional 125 Plan shelters will be offered if there are no additional costs to the Board.

## **ARTICLE IX**

## **PAID HOLIDAYS**

The Wynford Board of Education recognizes the legal holidays for pay as follows: New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas. Eleven and twelve month employees will receive credit for the 8 holidays; all other employees will receive credit for 7 holidays. Twelve-month employees shall be granted ten (10) paid holidays including President's Day and the day after Thanksgiving. If an employee attends a required training seminar on either of those days, he/she shall be compensated. Employees are expected to attend all required OSHA (Occupational Safety and Health Administration) seminars at no wage cost to the Board, the Board will attempt to minimize infringement of employee personal time.

## **ARTICLE X SEVERANCE PAY**

Classified employees who choose to retire are eligible for severance pay upon evidence of proof that they have retired. The severance pay is based upon the accumulated sick leave remaining to their credit. Each employee is entitled to one-fourth of their accumulated sick leave for severance pay calculations not to exceed two hundred eighty (280) days. This gives a maximum of 70 days on July 1, 2000 based upon each employee's daily rate at the time of his or her retirement (regular and supplemental). Payment shall be made within sixty (60) days after verification of retirement.

## **ARTICLE XI MILEAGE**

Employees who are required to travel as a result of their assignment shall be compensated at the current IRS rate for mileage as of July 1 for each subsequent fiscal year.

## **ARTICLE XII SERS PICK-UP**

The Board agrees to continue to recognize the tax-deferred treatment of employees' contributions to the State Employees Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be equal to the amount of the employee's contribution. The employee's annual compensation shall be reduced for tax purposes only, by an amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall continue without interruption and shall apply to all compensation including supplemental earnings thereafter.
5. This provision shall not result in additional costs to the Board with regard to SERS premium amounts.

## **ARTICLE XIII PAID VACATION**

The Wynford Board of Education shall have a paid vacation schedule for all 12 month employees as follows:

- |  |                               |
|--|-------------------------------|
| 1 – 6 years service to the district -      | Two (2) weeks paid vacation   |
| 7-12 years service to the district -       | Three (3) weeks paid vacation |
| 13 or more years service to the district - | Four (4) weeks paid vacation  |

All classified staff eligible for vacation shall use earned vacation under the following guidelines:

One week earned vacation – may be used at any time with permission of the immediate supervisor.

Two weeks earned vacation – at least one week shall be used during the summer break.

Three weeks earned vacation – at least one week shall be used during the summer break.

Four weeks earned vacation – at least two weeks shall be used during the summer break.

A twelve-month employee may add up to no more than five (5) unused vacation days from his/her previous work year to his/her total vacation days for the current work year. An employee may not accrue more than 25 days of vacation in any work year.

#### **ARTICLE XIV FREE DEPENDENT TUITION**

1. The Board will maintain a policy of free dependent tuition.
2. The Superintendent shall assign the dependent of an employee to a building and class in accordance with past records from previous schools or local testing.
3. Request for free dependent tuition shall be made prior to the opening of the school year except for extenuating circumstances which may occur during the school year and are approved by the Board of Education.

#### **ARTICLE XV BUS DRIVER RECRUITMENT**

The Board shall pay a recruitment incentive of one hundred (\$100) to the first person who submits, in writing to the transportation supervisor, the name of any

prospect, trained or untrained, for the position of substitute or full-time bus driver, provided the recruit acknowledges his/her recruiter on the employment application form and proceeds to meet all requirements necessary to fulfill the position and subsequently provides the Wynford District with at least seventy-five (75) hours of active service as a bus driver.

## **ARTICLE XVI DIRECT DEPOSIT**

An employee's salary shall be paid electronic transfer to a bank(s) and/or savings and loan institution(s) of the employee's choosing not later than 8:00 A.M. each pay date. The Board shall not be held liable or accountable for mistakes and/or late deposits due to errors made by any financial institution.

This benefit will be available at no cost to the employee. Employees shall be able to select and change bank(s)/financial institution(s) at their individual options.

## **ARTICLE XVII PAY DOCKS**

If an employee uses more than two days of docked pay for absence from the assigned job at Wynford Schools over the period of one year, that employee is subject to disciplinary action including dismissal. (An extended illness, other similar absence where sick leave is totally used, a vacation scheduled for spouse by another company, religious observations or other similar reasons, will be taken into consideration).

Requests for a pay dock will be submitted to the immediate supervisor who will approve or disapprove the request and submit it to the Superintendent for final consideration.

Dock days will not be approved until all personal days have been used or will be used in conjunction with dock days.

If an employee takes more than two dock days for a reason not listed for consideration, the employee shall be docked his/her daily rate plus the per diem rate of all insurances taken by the employee for each dock day used. The per diem rate will be your annual insurance expense divided by the number of contract days.

## **ARTICLE XVIII DURATION OF AGREEMENT**

- A. The terms and conditions of this contract shall be effective July 1, 2014, and shall continue in full force and effect until twelve o'clock, midnight, June 30, 2017 at which time it shall expire.
- B. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract.
- C. By January 1, 2015 each classified employee shall have the opportunity to receive a copy of this contract.
- D. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

This agreement supersedes and cancels all previous agreements verbal or written between the Board of Education and the Association and constitutes the entire agreement between both parties. Therefore, for the life of this agreement each party voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively on any subject or matter referred to or covered, not referred to, or not covered in this agreement including subjects which could have been bargained but were either discussed or not discussed, but not included in this agreement. Any

amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by parties hereto.

## **ARTICLE XIX LIABILITY PROTECTION**

The Wynford Classified staff and the Wynford Local Board of Education in an effort to deal with liabilities placed on the Board of Education by Ohio Revised Code 3313.203 (Sovereign Immunity) agree to the following stipulations.

1. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceedings in any state or federal court arising out of an alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Wynford Local Board of Education.
2. The Wynford Local Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his employment of duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.

3. The Board of Education further agrees not to enter into any consent judgment or settlement of claim on behalf of the employee unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board of Education.
4. The Board of Education further agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to Ohio Revised Code 3313.203 that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.
5. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between Board attorney, the insurance company representatives, the attorney representing the insurance company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.
6. The Board further agrees that unless discovered and proven by independent inquiry none of the materials provided in confidence to the Board's attorney or investigator in an attempt to indemnify the Board, excluding incident reports developed by the administration or an admitted crime, relevant to any claim or damages, or allegation or admission of wrongdoing will be placed in the employee's personnel file and further that no records of relevancy to any employee's alleged culpability in any liability claim may be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours, or terms and

conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.

7. The Board further agrees that there will be no media release, except that information which would be available to any person attending a public board meeting, regarding any liability suit which involved the alleged act or omission of a member of the bargaining unit and that any publicity or media release will require the express written concurrence of the member of the bargaining unit involved.
8. Following notification of an incident, the Board of Education agrees to provide any member of the bargaining unit with a minimum of three (3) hours to secure professional advise before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability.

The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

9. The Board of Education should provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or all claims or liability. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.
10. The Wynford classified staff will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.
11. The Wynford Local Board of Education will purchase liability coverage.

## **ARTICLE XX EVALUATION AND CONTRACTS**

### **EMPLOYEE'S CAREER WITH THE SCHOOL SYSTEM**

1. **EMPLOYMENT**: The Board of Education shall initially employ the classified staff of the schools, upon the recommendation of the Superintendent. The salary shall recognize the training and experience of the employee and shall be in conformity with a salary schedule duly adopted by the Board of Education.
2. **EVALUATION**: Purpose: to assess an employee's work performance, to help the employee to achieve greater effectiveness in the performance of his/her work assignment, and to constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal.
  - a. Each employee will receive one formal evaluation during the school year completed by the building administrator or employee supervisor.
  - b. Evaluations are to be placed into employee personnel files and the employee will be given a copy of their evaluation.
3. **PROMOTIONS**: Promotions within the district will follow the Board policy that existing employees will be considered for any promotions, based upon their service, performance and qualifications. This is at the discretion of the administration.
4. An employee shall retain the same job title for which they were hired unless new responsibilities of the job necessitate a change. The seniority list shall identify the job title of each employee and shall only be changed when a new job title is officially approved by the Board of Education.

**ARTICLE XXI BETTER LINE OF COMMUNICATION BETWEEN  
BOARD, ADMINISTRATION AND STAFF**

1. Labor-Management Committee. A Labor Management Committee shall be formed each school year composed of one representative from bus drivers, secretaries, library/teachers' aides, custodians, and the Superintendent and his designees. This committee will meet once per grading period during the school year and more often, if requested, by either the Association or Administration.

**ARTICLE XXII POSTINGS**

All contracted position openings, for classified positions and supplemental positions shall be posted conspicuously on the bulletin board in each office near the teachers' mailboxes in every building during the school year, mailed (in the school mail) to each full and/or part-time bus driver, and mailed by U.S. Postal Service to any classified R.I.F.'d employee and employees on an extended leave. Such notices will be indelibly dated at the time of posting. When school is not in session such notices shall be posted in the Board of Education office and shall be emailed to each classified employee. Interested employees shall apply within ten (10) calendar days of the date on the posting.

If the position becomes vacant on or after July 10, then the posting time shall be reduced to one week until school resumes again. After school resumes, the 10 calendar day posting time goes into effect.

## **ARTICLE XXIII ADMINISTERING MEDICATION**

Prior to, or at the beginning of each school year, communication shall be sent to all parents of school students discouraging the administration of medication at school. The form which parents obtain from their doctors to provide for administration of medication shall include a provision that requires the doctor to certify that the dosage of the medication in question cannot be reconfigured in such a way that the medication would not need to be administered during the school day. School district employees are covered for liability as described in ORC 2744.07, and as described in Article XX.

## **ARTICLE XXIV BUS DRIVING PROCEDURES; EXTRA-CURRICULAR TRIPS**

1. As much as can possibly be followed, field trips shall be assigned on a rotation basis to all regular bus drivers. If a regular driver cannot be found, then a substitute driver will be used.
2. All forms for extra-curricular field trips shall be turned in within five (5) days of date of occurrence.
3. All drivers are required to attend one annual safety workshop sponsored by the Wynford Local Board of Education.
4. New buses will be assigned according to route need. The decision will be made by the Director of Transportation and the Superintendent. Seniority will not be a factor.
5. New buses will be used for field trips on a rotation basis when available and with the approval of the Director of Transportation and the Superintendent.
6. A "trip" shall be defined as transporting riders to and from the same activity on the same day.

7. Trips are to be assigned according to seniority, one trip per rotation. Eligible driver is to be offered the trip at the top of the list (there will be no picking and choosing of trips and locations in advance).
8. Trip lists – sign-up sheet should continue as is presently being done
  1. Drivers are given the opportunity to select the type of activity for which they wish to have the opportunity to drive.
  2. The rotation schedule for field trip bidding by bus drivers shall begin on a seniority basis, on the first regularly scheduled day of the year for students and shall end on the day before the regular beginning day of school for students.
9. Bus drivers shall not trade field trips among themselves. If field trip cannot, for some reason, be taken, turn back in.
10. A regular bus driver who accepts a trip and turns it back more than three times in one year will be removed from the rotation for the balance of the year.
11. Breakdown of activities (varsity boys basketball, varsity girls basketball, freshmen boys basketball, band, etc.) should continue as is presently being done. (Appendix A6)
12. Rotation is based on seniority – The seniority list is established by the Board of Education.
13. Full-time drivers are not to take off their route to drive trips.
14. An organization requesting a school bus to be used for a field trip will be responsible for the admission of the bus driver into the event, if the event doesn't already let the bus driver in with a complimentary pass. The exception to this rule will be if the advisor/chaperones are paying admission, the bus drivers will also pay and will be notified in advance.

WYNFORD BOARD OF EDUCATION

*John L. Self*

President

*Gene Mohr*

Superintendent

*Lisa Smith*

Treasurer

Negotiator

WYNFORD CLASSIFIED STAFF

*Robert Stout*

President

*Alvin R. Crum*

Negotiator

*Melanie Deiber*

Negotiator

Negotiator

**Grievance Report Form**  
*(To be filed in triplicate)*

Grievance # \_\_\_\_\_ Date Filed: \_\_\_\_\_  
Name of Aggrieved \_\_\_\_\_  
Building \_\_\_\_\_ Assignment \_\_\_\_\_

**LEVEL ONE**

A. Problem discussed:

_____ <i>Signature of Aggrieved</i>	_____ <i>Signature of Supervisor/Principal</i>
_____ <i>Date</i>	_____ <i>Date</i>

**LEVEL TWO**

*(Submitted to Immediate Supervisor/Principal)*

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. State of grievance:

2. Relief sought:

_____ <i>Signature of Aggrieved</i>	_____ <i>Date</i>
--	----------------------

D. Disposition by Supervisor/Principal:

\_\_\_\_\_

*Signature of Supervisor/Principal*

*Date*

**LEVEL THREE**  
*(Submitted to Superintendent)*

A. Position of Aggrieved or Association:

\_\_\_\_\_  
*Signature of Aggrieved*

\_\_\_\_\_  
*Date*

B. Disposition by Superintendent:

\_\_\_\_\_  
*Signature of Superintendent*

\_\_\_\_\_  
*Date*

**LEVEL FOUR**  
*(Submitted to Board)*

A. Position of Aggrieved or Association:

\_\_\_\_\_  
*Signature of Aggrieved*

\_\_\_\_\_  
*Date*

B. Disposition by Board:

\_\_\_\_\_  
*Signature of Board*

\_\_\_\_\_  
*Date*

**LEVEL FIVE**  
*(Submitted to Arbitrator)*

A. Position of aggrieved or Association:

\_\_\_\_\_  
*Signature of Aggrieved*

\_\_\_\_\_  
*Date*

B. Disposition of the Arbitrator:

\_\_\_\_\_  
*Signature of Arbitrator*

\_\_\_\_\_  
*Date*



WYNFORD LOCAL SCHOOLS  
 TRIP MILEAGE REPORT  
**SUBSTITUTE/NON-SCHOOL DAY**

Athletic Team \_\_\_\_\_  
 Field Trip \_\_\_\_\_

Date of trip: \_\_\_\_\_  
 Bus report Time: \_\_\_\_\_  
 Group Taken: \_\_\_\_\_  
 Destination: \_\_\_\_\_  
 Lunch: Sack \_\_\_\_\_ Fast Food \_\_\_\_\_ School \_\_\_\_\_  
 Driver Admission fee \_\_\_\_\_

This section to be completed by driver

Driver's Name _____	Bus Number _____
<b>Mileage:</b> Return: _____	<b>Time:</b> Actual start time at H.S. or Elem. School _____
Start: _____	Actual finish time at H.S. or Elem. School _____
Trip Mileage: _____	Pre-trip, fueling, cleaning, etc. + 30 minutes
	TOTAL _____

Driver's Signature \_\_\_\_\_

Employee ID Number \_\_\_\_\_

This section to be completed by treasurer's office

Hours: \_\_\_\_\_ Rate: \_\_\_\_\_  
 Total Amount: \_\_\_\_\_ Account number: \_\_\_\_\_

**\*\*Completed form must be returned to Board Office for payment\*\***

WYNFORD LOCAL SCHOOLS  
TRIP MILEAGE REPORT  
**REGULAR DRIVERS/SCHOOL DAY**

Date of trip: \_\_\_\_\_

Bus report Time: \_\_\_\_\_

Group Taken: \_\_\_\_\_

Destination: \_\_\_\_\_

Athletic Team \_\_\_\_\_

Lunch: Sack \_\_\_\_\_ Fast Food \_\_\_\_\_ School \_\_\_\_\_

Field Trip \_\_\_\_\_

Driver Admission Fee \_\_\_\_\_

---

This section to be completed by driver

---

Driver's Name \_\_\_\_\_

Bus Number \_\_\_\_\_

**Mileage:** Return: \_\_\_\_\_

**Time:** Actual start time at H.S. or Elem. School \_\_\_\_\_

Start: \_\_\_\_\_

Actual finish time at H.S. or Elem. School \_\_\_\_\_

Trip Mileage: \_\_\_\_\_

TOTAL \_\_\_\_\_

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Employee ID Number

---

This section to be completed by treasurer's office

---

Hours: \_\_\_\_\_

Rate: \_\_\_\_\_

Total Amount: \_\_\_\_\_

Account number: \_\_\_\_\_

**\*\*Completed form must be returned to Board Office for payment\*\***

**TRANSPORTATION REQUEST**

WYNFORD LOCAL SCHOOLS

1. Requests must be submitted prior to each trip to the superintendent's office.
2. A copy will be returned to the person requesting transportation.

This section to be completed by teacher/principal

Date of trip: _____	School: _____	Destination: _____	Lunch: Sack _____ Fast Food _____ School _____
---------------------	---------------	--------------------	--

Driver Admission Fee \_\_\_\_\_

Bus report time _____	Group: _____
Departure time: _____	Number of riders: _____
Return time to school _____	Teacher in Charge: _____
	Date submitted: _____

When van is used - mark mileage after trip and return your copy to superintendent's office.

Comments: (Directions and Special Instructions) \_\_\_\_\_ VAN MILES DRIVEN \_\_\_\_\_

***\*\*Notify transportation department immediately if trip is cancelled\*\****

Principal's Approval: \_\_\_\_\_ | Date: \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY SUPERINTENDENT**

Vehicle: \_\_\_\_\_ Bus \_\_\_\_\_ Van \_\_\_\_\_ Granted \_\_\_\_\_ Not Granted \_\_\_\_\_

Comments: \_\_\_\_\_

Superintendent: \_\_\_\_\_ | Date: \_\_\_\_\_

# WYNFORD LOCAL SCHOOLS

## UNUSED PERSONAL LEAVE FORM

SCHOOL YEAR 20    /20

Please elect one of the following options and return to the Treasurer's Office by June 15<sup>th</sup>.

\_\_\_\_\_ I wish to have my unused personal leave days from the current school year converted to sick leave.

According to my records, I have \_\_\_\_\_ unused personal leave days left.

\_\_\_\_\_  
Employee Identification #

\_\_\_\_\_  
Date

# BUS DRIVERS - EXTRA CURRICULAR

MAY 20\_\_

TO: All regular drivers

SUBJECT: Extra curricular driving

Below is a list of the extra curricular categories. Please check only the categories you are willing to drive. Forms will be put in seniority order. Forms returned after August 1st will automatically go to the bottom of the seniority list.

- Football, Varsity
- Football, J.V. and Freshman
- Football, Junior High
- Volleyball, High School
- Volleyball, Junior High
- Basketball, Boys High School
- Basketball, Boys Freshman
- Basketball, Boys Junior High
- Basketball, Girls High School
- Basketball, Girls Junior High
- Baseball
- Softball
- Track, Boys and Girls High School
- Track, Boys and Girls Junior High
- Cross Country
- Music Department
- Field Trips - High School
- Field Trips - Elementary

I am not willing to drive on Saturday.

I am not willing to drive on Sunday.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Wynford Local School District  
Spousal Eligibility for Health Insurance Affidavit**

**Employee Name (please print):** \_\_\_\_\_ **Employee ID:** \_\_\_\_\_

If your spouse is eligible for group health insurance coverage through his/her employer's plan on a full-time basis (s)he must participate in that group coverage. In order to qualify for coverage under the Wynford Local School District's Health Plan, the spouse must not be employed or not have access to full-time basis group coverage through his/her employer.

- Is your spouse employed?  Yes – Complete Section I  No – Complete Section II  
 N/A – Single – Sign bottom of form

Section I

1. Spouse's Name (first and last): \_\_\_\_\_
2. Spouse's Birth Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
3. Employer Name: \_\_\_\_\_
4. Employer's Address: \_\_\_\_\_
5. Employer's HR or Benefits Contact and Phone # \_\_\_\_\_
6. Is your spouse offered health insurance coverage through his/her employer?  
 Yes  No – Complete Section II
7. Is your spouse enrolled or enrolling in his/her employer's health plan?  
 Yes – Sign bottom of form  No – Complete Section II

Section II

My spouse will not be enrolled in his/her employer's health insurance plan because:

- My spouse is ineligible to enroll in his/her employer's health insurance plan on a full-time basis
- My spouse is self-employed
- My spouse is retired

I certify that the answers provided on this form are true and correct. A person may be committing insurance fraud if (s)he submits a form containing a false or deceptive statement with the intent to defraud (or knowing that (s)he is helping to defraud).

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Spouse Signature

\_\_\_\_\_  
Date

**SALARY SCHEDULE  
NON CERTIFIED EMPLOYEES  
WYNFORD LOCAL SCHOOLS  
EFF. 07/01/2014 THRU 06/30/2017**

	<u>BASE</u>
BUS DRIVER-187 DAYS	14.08 hourly rate
CUSTODIAN-260 DAYS	23,035
SECRETARY-197 DAYS	14,513
SECRETARY-207 DAYS	16,266
LIBRARY/TEACHER AIDE-187 DAYS	11,904

**SUPPLEMENTAL CONTRACT SCHEDULE FOR FY15 & FY16 SCHOOL YEAR**  
**BASE RATE**  
**28,607**

	1	2	3	5	10	15	20	25
<b>LEVEL A</b>	\$6,866	\$7,152	\$7,438	\$7,724	\$8,010	\$8,296	\$8,582	\$8,868
ATHLETIC DIRECTOR	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%
<b>LEVEL B</b>	\$5,149	\$5,435	\$5,721	\$6,007	\$6,294	\$6,580	\$6,866	\$7,152
HEAD FOOTBALL HEAD MENS BASKETBALL HEAD LADIES BASKETBALL	18.00%	19.00%	20.00%	21.00%	22.00%	23.00%	24.00%	25.00%
<b>LEVEL C</b>	\$4,005	\$4,291	\$4,577	\$4,863	\$5,149	\$5,435	\$5,721	\$6,007
HEAD HIGH SCHOOL VOLLEYBAL	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%	20.00%	21.00%
<b>LEVEL D</b>	\$3,433	\$3,719	\$4,005	\$4,291	\$4,577	\$4,863	\$5,149	\$5,435
MARCHING BAND SUMMER BAND	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%
<b>LEVEL E</b>	\$2,861	\$3,147	\$3,433	\$3,719	\$4,005	\$4,291	\$4,577	\$4,863
ASST. HIGH SCHOOL FOOTBALL (6) MENS JUNIOR VARSITY BASKETBALL LADIES JUNIOR VARSITY BASKETBALL GIRLS/BOYS FRESHMAN BASKETBALL HEAD BASEBALL HEAD TRACK JUNIOR HIGH ATHLETIC DIRECTOR HEAD HIGH SCHOOL SOFTBALL WEIGHTLIFTING & FITNESS COORDINATOR MENS VARSITY ASST BASKETBALL LADIES VARSITY ASST BASKETBALL HEAD SWIM COACH	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%
<b>LEVEL F</b>	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433	\$3,719	\$4,005	\$4,291
HEAD CROSS COUNTRY HEAD GOLF YEAR BOOK ADVISOR ROYAL SINGERS/DINNER THEATRE ATHLETIC TRAINER VARSITY/JV BASKETBALL CHEERLEADING ASST HIGH SCHOOL VOLLEYBALL JUNIOR VARSITY VOLLEYBALL	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%
<b>LEVEL G</b>	\$2,002	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433	\$3,719	\$4,005
HEAD JUNIOR HIGH FOOTBALL B & G JUNIOR HIGH BASKETBALL JUNIOR HIGH VOLLEYBALL MEN & LADIES JUNIOR HIGH TRACK ASST. HIGH SCHOOL TRACK ASST BASEBALL ASST SOFTBALL FRESHMAN VOLLEYBALL PEP BAND/ROYAL BRASS ASST SWIM COACH	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%

<b>LEVEL H</b>	\$1,716	\$2,002	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433	\$3,719
VARSITY/JV FOOTBALL CHEERLEADING	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%
<b>LEVEL I</b>	\$1,430	\$1,716	\$2,002	\$2,289	\$2,575	\$2,861	\$3,147	\$3,433
ASST. JUNIOR HIGH FOOTBALL CROSS COUNTRY ASSISTANT	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%
<b>LEVEL J</b>	\$1,430	\$1,573	\$1,716	\$1,859	\$2,002	\$2,146	\$2,289	\$2,432
FLAG CORP ADVISOR JUNIOR CLASS AND PROM DRAMA/MUSICAL NEWSPAPER ADVISOR ASST BASKETBALL CHEER COACH	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%	8.00%	8.50%
<b>LEVEL K</b>	\$1,144	\$1,287	\$1,430	\$1,573	\$1,716	\$1,859	\$2,002	\$2,146
JUNIOR HIGH BASKETBALL CHEERLEADING JUNIOR HIGH DRAMA ADVISOR ASST FOOTBALL CHEER COACH	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%
<b>LEVEL L</b>	\$858	\$1,001	\$1,144	\$1,287	\$1,430	\$1,573	\$1,716	\$1,859
ATHLETIC BOARD TREASURER CONCESSION STAND MANAGER JUNIOR HIGH FOOTBALL CHEERLEADING	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
<b>LEVEL M</b>	\$787	\$858	\$930	\$1,001	\$1,073	\$1,144	\$1,216	\$1,287
WEIGHTLIFTING (5) BOWLING ADVISOR	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%
<b>LEVEL N</b>	\$572	\$644	\$715	\$787	\$858	\$930	\$1,001	\$1,073
SENIOR CLASS ADVISOR STUDENT COUNCIL ADVISOR NAT. HONOR SOCIETY ADVISOR ASST DRAMA/MUSICAL VOCAL ASST DRAMA/MUSICAL INSTRUMENTAL ASST JUNIOR HIGH DRAMA	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%
<b>LEVEL O</b>	\$286	\$358	\$429	\$501	\$572	\$644	\$715	\$787
FRESHMAN CLASS ADVISOR SOPHMORE CLASS ADVISOR J.H. STUDENT COUNCIL ADVISOR ELEMENTARY TECH CONTACT SECONDARY TECH CONTACT MUSICAL ACCOMPANIST 6TH GRADE MOHICAN ADVISOR ROYAL SCRIBES	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%

**SUPPLEMENTAL CONTRACT SCHEDULE FOR FY17 SCHOOL YEARS**

**BASE RATE**

**30,055**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
<b>LEVEL A</b>	\$7,213	\$7,514	\$7,814	\$8,115	\$8,415	\$8,716	\$9,017	\$9,317
ATHLETIC DIRECTOR	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%
<b>LEVEL B</b>	\$5,410	\$5,710	\$6,011	\$6,312	\$6,612	\$6,913	\$7,213	\$7,514
HEAD FOOTBALL HEAD MENS BASKETBALL HEAD LADIES BASKETBALL	18.00%	19.00%	20.00%	21.00%	22.00%	23.00%	24.00%	25.00%
<b>LEVEL C</b>	\$4,208	\$4,508	\$4,809	\$5,109	\$5,410	\$5,710	\$6,011	\$6,312
HEAD HIGH SCHOOL VOLLEYBALL	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%	20.00%	21.00%
<b>LEVEL D</b>	\$3,607	\$3,907	\$4,208	\$4,508	\$4,809	\$5,109	\$5,410	\$5,710
MARCHING BAND SUMMER BAND	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%	18.00%	19.00%
<b>LEVEL E</b>	\$3,006	\$3,306	\$3,607	\$3,907	\$4,208	\$4,508	\$4,809	\$5,109
ASST. HIGH SCHOOL FOOTBALL (6) MENS JUNIOR VARSITY BASKETBALL LADIES JUNIOR VARSITY BASKETBALL GIRLS/BOYS FRESHMAN BASKETBALL HEAD BASEBALL HEAD TRACK JUNIOR HIGH ATHLETIC DIRECTOR HEAD HIGH SCHOOL SOFTBALL WEIGHTLIFTING & FITNESS COORDINATOR MENS VARSITY ASST BASKETBALL LADIES VARSITY ASST BASKETBALL HEAD SWIM COACH	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%	16.00%	17.00%
<b>LEVEL F</b>	\$2,404	\$2,705	\$3,006	\$3,306	\$3,607	\$3,907	\$4,208	\$4,508
HEAD CROSS COUNTRY HEAD GOLF YEAR BOOK ADVISOR ROYAL SINGERS/DINNER THEATRE ATHLETIC TRAINER VARSITY/JV BASKETBALL CHEERLEADING ASST HIGH SCHOOL VOLLEYBALL JUNIOR VARSITY VOLLEYBALL	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%	15.00%
<b>LEVEL G</b>	\$2,104	\$2,404	\$2,705	\$3,006	\$3,306	\$3,607	\$3,907	\$4,208
HEAD JUNIOR HIGH FOOTBALL B & G JUNIOR HIGH BASKETBALL JUNIOR HIGH VOLLEYBALL MEN & LADIES JUNIOR HIGH TRACK ASST. HIGH SCHOOL TRACK ASST BASEBALL ASST SOFTBALL FRESHMAN VOLLEYBALL PEP BAND/ROYAL BRASS ASST SWIM COACH	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%	14.00%

<b>LEVEL H</b>	\$1,803	\$2,104	\$2,404	\$2,705	\$3,006	\$3,306	\$3,607	\$3,907
VARSITY/JV FOOTBALL CHEERLEADING	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%	13.00%
<b>LEVEL I</b>	\$1,503	\$1,803	\$2,104	\$2,404	\$2,705	\$3,006	\$3,306	\$3,607
ASST. JUNIOR HIGH FOOTBALL CROSS COUNTRY ASSISTANT	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	11.00%	12.00%
<b>LEVEL J</b>	\$1,503	\$1,653	\$1,803	\$1,954	\$2,104	\$2,254	\$2,404	\$2,555
FLAG CORP ADVISOR JUNIOR CLASS AND PROM DRAMA/MUSICAL NEWSPAPER ADVISOR ASST BASKETBALL CHEER COACH	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%	8.00%	8.50%
<b>LEVEL K</b>	\$1,202	\$1,352	\$1,503	\$1,653	\$1,803	\$1,954	\$2,104	\$2,254
JUNIOR HIGH BASKETBALL CHEERLEADING JUNIOR HIGH DRAMA ADVISOR ASST FOOTBALL CHEER COACH	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.00%	7.50%
<b>LEVEL L</b>	\$902	\$1,052	\$1,202	\$1,352	\$1,503	\$1,653	\$1,803	\$1,954
ATHLETIC BOARD TREASURER CONCESSION STAND MANAGER JUNIOR HIGH FOOTBALL CHEERLEADING	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
<b>LEVEL M</b>	\$827	\$902	\$977	\$1,052	\$1,127	\$1,202	\$1,277	\$1,352
WEIGHTLIFTING (5) BOWLING ADVISOR	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%
<b>LEVEL N</b>	\$601	\$676	\$751	\$827	\$902	\$977	\$1,052	\$1,127
SENIOR CLASS ADVISOR STUDENT COUNCIL ADVISOR NAT. HONOR SOCIETY ADVISOR ASST DRAMA/MUSICAL VOCAL ASST DRAMA/MUSICAL INSTRUMENTAL ASST JUNIOR HIGH DRAMA	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%
<b>LEVEL O</b>	\$301	\$376	\$451	\$526	\$601	\$676	\$751	\$827
FRESHMAN CLASS ADVISOR SOPHMORE CLASS ADVISOR J.H. STUDENT COUNCIL ADVISOR ELEMENTARY TECH CONTACT SECONDARY TECH CONTACT MUSICAL ACCOMPANIST 6TH GRADE MOHICAN ADVISOR ROYAL SCRIBES	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%

**Wynford Local Schools  
United Healthcare  
Plan 1**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Benefit Period</b>	<u>January 1<sup>st</sup> through December 31<sup>st</sup></u>	
Dependent Age Limit	26 Dependent Removal upon End of Year	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$0	\$1,000/\$2,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	100% after deductible	70% after deductible
Urgent Care Office Visit	100% after deductible	70% after deductible
Voluntary Second Surgical Opinion	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100% after deductible	70% after deductible
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (\$300 maximum per benefit period)	100%	70%
Well Child Care Services including Exam and Immunizations (To age nine, limited to a \$500 maximum per benefit period)	100%	70%
Well Child Care Laboratory Tests (To age nine)	100%	70%
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	100%	70%
Routine Pap Test (One per benefit period)	100%	70%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, each one per benefit period)	100%	70%
<b>Outpatient Services</b>		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical and Chiropractic Therapies (20 visits per benefit period combined) <sup>2</sup>	100% after deductible	70% after deductible
Speech Therapy (20 visits per benefit period) <sup>2</sup>	100% after deductible	70% after deductible
Occupational Therapy	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	90% after deductible
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility (45 days per benefit period)	100% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
<b>Durable Medical Equipment</b>	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health Services (25 days per Lifetime maximum) <sup>2</sup>	100% after deductible	70% after deductible
Inpatient Substance Abuse Services (\$10,000 per lifetime maximum) <sup>2</sup>	100% after deductible	70% after deductible
Outpatient Mental Health Services (25 days per benefit period) <sup>2</sup>	100% after deductible	50% after deductible
Outpatient Substance Abuse Services (\$1,000 per benefit period maximum) <sup>2</sup>	100% after deductible	50% after deductible

Note: Services requiring a co-payment are not subject to the single/family deductible

**Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.**

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on the medical insurance network's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the medical insurance network may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, medical insurance network's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or medical insurance network's negotiated rate with the provider.

<sup>1</sup> Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup> Not applied to Coinsurance Out-of-Pocket Maximum.

<b>Wynford Local Schools Traditional Dental With Orthodontia Standard Plan</b>	
<b>Benefit Period</b>	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	26 Dependent Removal upon End of Year
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (single/family) <sup>1</sup>	\$25/\$75
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$500
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – Two sets per benefit period	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers-limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment—includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays-including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments)—one every five years	50% UCR after deductible
Partial and Complete Dentures—one every five years	50% UCR after deductible
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	50% UCR
Minor Treatment for Tooth Guidance	50% UCR
Minor Treatment for Harmful Habits	50% UCR
Interceptive Orthodontic Treatment	50% UCR
Comprehensive Orthodontic Treatment	50% UCR

Note: Benefits will be determined based on the medical insurance network's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the medical insurance network may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the medical insurance network's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or the medical insurance network's negotiated rate with the provider.

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<sup>1</sup> Maximum deductible per member.

<b>Wynford Local Schools Traditional Dental With Orthodontia Enhanced Plan</b>	
<b>Benefit Period</b>	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	26 Dependent Removal upon End of Year
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (single/family) <sup>1</sup>	\$25/\$75
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$2,000
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – Two sets per benefit period	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers-limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment—includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	80% UCR after deductible
Diagnostic X-Rays-including Full Mouth/Panorex, which are limited to one every 36 consecutive months	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	70% UCR after deductible
Inlays, Onlays – one every five years	70% UCR after deductible
Crowns – one every five years	70% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	70% UCR after deductible
Partial and Complete Dentures – one every five years	70% UCR after deductible
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

Note: Benefits will be determined based on the medical insurance network's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the medical insurance network may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the medical insurance network's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or the medical insurance network's negotiated rate with the provider.

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<sup>1</sup> Maximum deductible per member.

**VISION BENEFIT EXPENSE**

Plan Type:	Exam	Lenses	Frame	Contacts
Available Once every:	12	12	12	12

**PARTICIPATING PROVIDER**

Plan Deductible(s)

Exam: \$10.00

Materials: \$0.00

Cosmetic Contact Lens Allowance: \$100

REPLACES MATERIALS ONLY—EXAM SEPARATE

Retail Frame Allowance: \$75

Covered Extras:

GROUND-IN PRISM

PINK TINT 1 &amp; 2

**NON-PARTICIPATING PROVIDER**

Plan Deductible(s)

Exam: \$10.00

Materials: \$0.00

Reimbursement(s)

Exam: \$25

Single Vision: \$25

Bifocals: \$40

Trifocals: \$50

Lenticular Lenses: \$80

Frame: \$30

Cosmetic Contact Lenses: \$80

Necessary Contact Lenses: \$160