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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND THE**

**CANAL WINCHESTER**

**EDUCATION ASSOCIATION**

**July 1, 2015 through June 30, 2018**

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# **ARTICLE I.**

## **NEGOTIATIONS PROCEDURE**

### **A. PREAMBLE**

The Canal Winchester Local School District Board of Education, hereinafter "the Board," agrees to establish procedures for negotiations with the Canal Winchester Education Association/Ohio Education Association/National Education Association, hereinafter "the Association."

### **B. RECOGNITION**

The Board recognizes the Association, as the sole and exclusive bargaining representative for all regular, full or part-time unit members employed under a regular (9 month) teaching contract in the District or those licensed/certified staff employed to fill a vacancy caused by another unit member who is on a leave of absence for one hundred twenty (120) or more contractual days in a given school year. The employment of a substitute for a unit member on leave will be based on a specific beginning and ending date corresponding to the return of the unit member from leave. The substitute has no further expectation of employment and his/her contract will automatically end without further action or notice by the Board. The above conditions will be clearly stated in writing on the substitute's contract.

Substitutes, non-licensed/certified employees, principals, assistant principals, athletic director, and management-level and supervisory staff are excluded from the bargaining unit. Management-level and supervisory staff are those employees who meet the definitions of such appearing in Ohio Revised Code, Section 4117.01.

### **C. INDIVIDUAL AND ORGANIZATIONAL RIGHTS**

Unit members shall have the right to join or not to join the Association and membership shall not be a prerequisite for employment or continued employment.

The Association shall admit to membership all unit members of the District in accordance with the Association Constitution and By-laws.

No reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation.

D. **REPRESENTATION**

Each negotiating team shall consist of not more than five (5) members, inclusive of a consultant.

E. **REQUEST FOR MEETINGS**

Requests for negotiations shall be made in writing to the Superintendent or by the Superintendent to the Association President, no earlier than March 1 nor later than March 31 prior to the expiration date of this Agreement.

Included in the request shall be the purpose for the meeting, the date of the request, and the name of the person to contact to arrange a mutually satisfactory time for a meeting.

A written reply shall be sent by the receiving party within ten (10) calendar days to the representative of the requesting party. This reply shall include a recognition of the request for the meeting, the date of the writing, and a time and place mutually agreed upon for the meeting.

The first session shall be held within thirty (30) calendar days of the date listed on the initial request for negotiations, unless both parties agree on a later date.

At least ten (10) work days prior to the first meeting, the Board and the Association will present fully written proposals. No new matters shall be introduced during negotiations without mutual consent. The meeting place and time will be mutually acceptable to both parties. The Board will make its best effort to schedule one day of negotiations during a school day. If the Board and CWEA agree to negotiate during a school day, the Board will pay for the release of up to five (5) CWEA negotiation team members. The Association will pay for the release time of any additional members thereafter to attend.

Until negotiations are completed, each meeting shall include a decision on an agreed time for the next meeting.

F. **WHILE NEGOTIATIONS ARE IN PROGRESS**

1. Meetings shall be in executive session.
2. Either team may caucus at any time. A caucus shall not be longer than thirty (30) minutes unless otherwise mutually agreed.
3. When tentative agreement is reached on a proposal, it shall be initialed by a representative of each team.

4. During negotiations, joint study committees may be created by mutual consent.
5. Prior to and during the period of negotiations, the Board and Association agree that, upon written request and in a reasonable time period, information routinely prepared for the Board or the Association will be exchanged.
6. Progress reports may be made to the represented bodies by their respective team at the discretion of the team.
7. When a tentative agreement is reached on all terms for a successor agreement, it shall be reduced to writing and submitted to the Association and the Board for ratification. Following ratification by both parties, it shall be signed by their Presidents and a copy sent to SERB.

G. **PROCEDURE FOR RESOLUTION**

If agreement is not reached after full discussion of the issues, either party may request that all unresolved issues be submitted to mediation by requesting the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation services mutually agreed upon. If agreement is not reached through mediation within thirty (30) calendar days, the Association may initiate the provisions of Ohio Revised Code, Section 4117.14 (D) (2).

The cost of mediation, if any, shall be shared equally by the Association and the Board.

Procedures in this Article shall supersede all requirements in Ohio Revised Code, Section 4117.14.

The parties may agree to any other dispute settlement procedure, which shall supersede Ohio Revised Code, Section 4117.14.

H. **ISSUES COUNCIL**

An Issues Council is hereby formed whose purpose shall be to review, discuss, and make recommendations to the Board on any issue of concern. Either party may refrain to meet or confer on any particular issue which is presented for consideration. Any issue subject to bargaining under Ohio Revised Code, Chapter 4117 shall be referred to the negotiations committee of both parties with any recommendations of the Council. If agreement cannot be reached, the status quo will be maintained on that particular item for the duration of this Agreement. The initiation of a meeting and/or discussion of a topic shall be exempt from the filing of an Unfair Labor Practice (ULP) by either party.

The Issues Council shall be composed of the Association President and two (2) designees and the Superintendent and two (2) designees. Meetings shall be during the regular school day.

Closure on items discussed shall be when four (4) members agree by secret ballot on a recommendation. The Superintendent and the Association President will chair the meetings alternately. A meeting of the Council can be called for by either the Association or the Administration.

I. **LABOR MANAGEMENT COMMITTEE**

1. A committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the CWEA President (or designee) and a maximum of three (3) persons appointed at the discretion of the CWEA President.
2. This committee shall meet once per 9 week grading period during the school year or more frequently, upon the request and agreement of the Superintendent and the CWEA President. If neither party has any issues to discuss, there will not be a meeting.
3. The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

## **ARTICLE II. RIGHTS**

### **A. ASSOCIATION RIGHTS**

The Association shall be granted the following privileges:

1. Use of school facilities for meetings including the school email system. Meetings shall be held during non-working time and in keeping with Board policy governing use of the building.
2. Use of school equipment with the knowledge of the proper administrator or building principal. Board-purchased consumable materials used by the Association; (e.g., paper), shall be paid for by the Association at Board cost.
3. Use of designated faculty bulletin boards.
4. Use of internal school mail delivery with the authorization of the building principal.
5. The Board agrees to deduct from the salaries of unit members the unified dues and assessments for the Association/OEA/NEA and any subdivisions of these organizations, as individually and voluntarily authorized and to transmit the monies promptly to the Association Treasurer. Unit member authorization will be in writing by September 30 on a form provided by the Association. Authorization shall be on a continuing basis from year to year, unless revoked in writing to the Association Treasurer with a copy being sent to the Board Treasurer and the Association President or changed in accordance with the procedures herein. A unit member wishing to revoke his/her payroll deduction may do so only by submitting the revocation in writing to the Association Treasurer with a copy to the Board Treasurer and the Association President between August 15th and September 15th of any year. The Association will process all revocations or modifications and submit them to the Board Treasurer by September 30th of each year.

Each unit member organizations named in Paragraph 5 will certify to the Board, in writing, the current amount of its membership dues. Any organization which changes the amount will give the Board thirty (30) calendar days written notice prior to the effective date of such change.

Deductions referred to in Paragraph 5 will be made in twenty (20) installments. The Board shall not be held liable for deductions or errors in

deducted amounts that occur because of omissions, errors, or misinformation contained on the authorization forms.

6. The Association may access a copy of the agenda of each Board meeting through Board Docs.
7. The Association shall have the right to place organizational identification on its members' mailboxes. The Association shall have the opportunity of providing Association information in the initial orientation meeting for new professional staff members.
8. Board By-Laws and Policy Manual shall be on the district website.
9. The Association shall receive a copy of all job descriptions for positions within the bargaining unit. Updates will be forwarded in a timely manner.
10. The above provisions shall be voided during a work stoppage.

B. **BOARD RIGHTS**

The Board hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this Agreement, Ohio Statutes, and the Constitution and laws of the United States.

C. **INDIVIDUAL RIGHTS**

The Board recognizes all personal rights and freedoms granted unit members by the Constitution and will abide by all laws that pertain to the unit members it employs.

Recognized individual rights shall include:

1. The right to join and participate in civic or professional organizations on **one's personal time.**
2. **The right to participate in political functions on one's personal time.**
3. The right to hold elected office.
4. The right to privacy and recognition **that one's personal life is not a** condition of employment, unless such unit member's action is determined to be in conflict with the effective performance of contract duties.

5. Neither the Board nor the Association shall discriminate against bargaining unit members on the basis of any reason prohibited by federal and/or state law and/or the exercise of rights protected by the Constitution of the United States and/or the laws of the State of Ohio.
6. The provisions of this Agreement shall be applied uniformly to all bargaining unit members without regard to race, color, age, handicap, religious creed, gender or national origin.
7. If a unit member believes that his/her rights under paragraph 5 and/or 6 above have been violated, the claim will be processed through the grievance procedure in this collective bargaining agreement.
8. Unit members are encouraged to become aware of the provisions of the Ohio Department of Education Code of Professional Conduct as they relate **to teachers' and administrators' conduct.**

The Administration or Board shall not take action against a unit member in the form of a reprimand or discipline related to personal activities unless such unit **member's action is determined to be in conflict with the effective performance of contract duties.**

Any discipline or reprimand on the above items shall occur only after the unit member is made aware of the condition in writing. The unit member shall be granted a conference and/or a hearing upon written request, with the body that administered the reprimand or discipline.

D. **PERSONNEL FILE**

1. If a unit member and the Superintendent agree there is adequate **evidence that certain material in the unit member's personnel file is** irrelevant, inappropriate, or inaccurate, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach agreement and the unit member still feels the material contained in the file is irrelevant, inappropriate, or inaccurate, the unit member may attach a written statement to the disputed information including the date when filed.
2. A unit member may inspect information placed in his/her file at any time during normal working hours in the presence of an authorized person and as long as such inspection does not interfere with assigned responsibilities.
3. Before responding to a public records request to examine part or all of a **unit member's personnel file, the Administration will attempt to contact** the employee and inform him/her of the fact that such a request has been

made and the identity, if known, of the person or organization making the request. **This provision does not apply to review of a unit member's file by the Superintendent (or designee), Board members, the Board's legal counsel, the unit member's representative and/or legal counsel,** and central office personnel responsible for maintaining the file.

Such examinations shall be done during regular working hours in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

E. **PHYSICAL EXAMINATIONS**

Should the Board determine that the performance of a unit member may be **impaired due to the member's physical and/or mental health, the member may** be required to have a physical and/or mental examination by a physician of the **member's choice.** The Board reserves the right to request the member to **undergo an examination by a physician of the Board's choice.** **If the diagnosis is** contradictory, a third physician agreed upon by the Association and Board shall be consulted.

The Board will pay the usual and customary fees for the examinations.

F. **CHRONIC COMMUNICABLE DISEASES**

1. **Purpose**

The District desires to protect the rights of individuals who may be infected with a chronic communicable disease, as well as the non-infected students, staff, and school community members. The purpose of this Section is to address issues which arise when an employee is suspected, identified, or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure health and safety. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases.

The principal philosophy which will guide this **District's response is that** each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

2. **Confidentiality**

The District recognizes the need to protect the individual rights and health of all persons in our school community. The nature of chronic communicable diseases requires the highest degree of professionalism,

discretion, and compassion of all concerned. Confidentiality is essential and information regarding a chronic communicable disease shall not be disclosed except as required by law.

3. **Public Management**

The District recognizes that chronic communicable diseases are currently a significant medical and social problem, and the manner in which the staff, community, and press are involved is extremely sensitive and potentially volatile. To the extent that time will permit and it is reasonable to do so, **all statements shall come from the Superintendent's office or his/her designee.** The administrative unit in charge shall consult with the Superintendent or his/her designee before making any public statements including overt statements within the school setting. The Superintendent shall determine the appropriate pattern of public dissemination and/or news release.

4. **Identification**

An employee may be identified as having contracted a chronic communicable disease by self-identification, written notification to the Superintendent by a qualified physician or public health agency, or as a result of an examination under Article II, Section E, of this Agreement.

5. **Nondiscrimination**

No employee shall be subjected to indiscriminate testing.

The Board shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, or fringe benefits based on the fact that such employee has contracted a chronic communicable disease. Any employee afflicted with and disabled by a chronic communicable disease has available to him/her any and all illness leaves and other benefits available to him/her as if afflicted with and disabled by any other disease.

6. **Evaluation Team**

When the Superintendent is notified that an employee is afflicted with a chronic communicable disease, he/she shall promptly confer with the **employee's primary care physician.** If that physician recommends the employee be permitted to remain or return to work, the Superintendent shall convene a medical review team to evaluate the request and make recommendation to the Superintendent.

An afflicted employee may be administratively reassigned until the final recommendation of the medical review team is made as outlined below.

**The medical review team shall consist of (1) the employee's primary care physician, (2) a physician specializing in infectious diseases, and (3) a physician member of the county board of health or the school physician whom shall serve as chairperson.**

The medical review team shall review all pertinent data, make further examinations if necessary, and consult with others of their choosing in order to make a report to the Superintendent.

The medical review team report shall include a recommendation whether the employee shall be:

- a. admitted to work unconditionally;
- b. admitted to work under restrictive conditions; or
- c. not admitted to work.

If the recommendation is either (b) or (c) above, the employee must be:

- a. notified of the reasons for that determination;
- b. provided with an opportunity for a hearing with representation before the medical review team to provide information as to why the recommendation should be reconsidered.

If the recommendation is (b) above and any reassignment or accommodation violates this Agreement, the Board shall meet with appropriate representatives of the Association to negotiate a reasonable accommodation.

The medical review team may reconvene at the request of any member or **the Superintendent at a later time to evaluate the employee's condition** and work status. This shall follow the same procedure as in the original review process.

The Superintendent shall make his/her decision after receiving the recommendation of the medical review team.

The District will assist other public agencies in providing information from the National Health Centers for Disease Control, the Ohio Department of Health, and the Ohio Department of Education. One of the purposes of this program is to reduce fear based upon erroneous information or a lack of information. The educational program allows for the dissemination of new information as it becomes available.

G. **PROFESSIONAL AND ACADEMIC FREEDOM**

The academic freedom of each unit member shall be exercised within the constraints established by the adopted course of study and the general standards of professional responsibilities. Unit members shall have the right to exercise freedom in the development of techniques and materials to implement the Board of Education adopted curriculum.

## **ARTICLE III.**

### **UNIT MEMBER CONDITIONS**

#### **A. CONTRACTS**

Employment and reemployment of unit members shall be in accordance with Ohio statutes and the provisions of this Agreement.

##### **1. Contract Eligibility**

- a. A unit member's initial contract shall be a one (1) year limited, regardless of previous teaching experience.
- b. Upon reemployment, a unit member's second contract shall be one (1) year limited.
- c. Upon reemployment, a unit member's third contract shall be a two (2) year limited.
- d. Upon reemployment, a unit member's fourth contract shall be a three (3) year limited.
- e. Upon reemployment, a unit member's fifth contract shall be a five (5) year limited. Five (5) year limited contracts are renewable upon reemployment.
- f. Upon reemployment, no unit member shall receive a contract less than the previous contract held with the Board, except for specific reasons which shall be documented and for which such unit member shall be apprised and then such interruption of the above sequence shall not occur more than once except as provided for in Paragraph 4 below.

##### **2. Continuing Contracts**

- a. Eligibility for continuing contracts is governed by Ohio Revised Code Sections 3319.08 and 3319.11.
- b. Unit members on limited contracts who meet all requirements for continuing status, before the expiration of the effective limited contract, shall, at the option of the unit member, be considered for a continuing contract upon completion of the specified requirements. Consideration does not mean any provisions of Ohio Revised Code, Sections 3319.11 and 3319.111.

- c. Notwithstanding anything to the contrary in Ohio law, a unit member shall be eligible for consideration for continuing contract status only if he/she (a) is eligible for same pursuant to the Ohio Revised Code Section 3319.11(B), and (b) has had on file with the Treasurer, no later than October 1st in the school year in which such consideration shall occur, both proof of qualification for such a contract pursuant to Ohio Revised Code Section 3319.08(B), and a copy of a request in writing for such a contract submitted to the Superintendent contemporaneous with or subsequent to the filing of such proof, provided that the Board may waive condition (b) when it determines that to be appropriate.

3. **Non-renewal of Contract**

Non-renewal of a unit member's limited contract shall be in accordance with the provisions of Ohio Revised Code, Sections 3319.111 and 3319.11, and the provisions of this Section of this Agreement. Failure of the Board to adhere to the following shall result in the unit member receiving the contract provided for in the previous provisions of this Section.

- a. The evaluation provision of this Agreement shall have been adhered to fully and completely.
  - b. The non-renewal of a unit member's contract with seven (7) or more current, continuous years of service in the District shall be for just cause.
  - c. The Association President shall receive written notification from the Superintendent or his/her designee of the intent to non-renew a **unit member's contract on or before April 8th.**
4. The Board shall not be subject to the terms as specified in this Section for members who are granted any leave and whose absence would conflict **with the Board's fulfillment of the requirements stated in this Section.** However, such members will be granted a one-year extended limited contract. The one-year extended limited contract shall be separate and not applicable to the contract sequence specified in Paragraph 1 of this Section. It shall also be exempt for application to continuing contract eligibility in Paragraph 2 of this Section. It also will not be counted towards the seven-year probationary period for just cause.

A unit member returning on an extended limited contract shall be evaluated according to Ohio Revised Code, Section 3319.111. If the **member's contract is renewed, he/she shall be afforded** the rights specified in this Section from the point the member held prior to receiving

the extended limited contract. The unit member shall not be granted any leave during the term of the extended limited contract that would conflict **with the Board's** fulfillment of the requirements stated in this Section.

5. **Discipline Procedure**

- a. No member of the bargaining unit shall be reprimanded or suspended except for just cause.
- b. Supervisors, directors or any other administrator with the authority to discipline will notify an employee that an impending conference is disciplinary in nature or that it may lead to discipline, the reasons for the possible discipline and that the employee has the right to Association representation at such a conference.
- c. If requested, an employee shall be entitled to have a representative of his/her choice at any meeting which may lead to or result in disciplinary action against the employee.
- d. Oral reprimands may not be grieved. Written reprimands may only be appealed to Step II, the Superintendent level of the grievance process, for resolution. All other discipline may be appealed as provided in Article IV-A.
- e. **Termination of a bargaining unit member's contract shall follow the procedures in ORC 3319.16.**

## **ARTICLE IV.**

### **GRIEVANCE PROCEDURE**

#### **A. GRIEVANCE PROCEDURE**

1. A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, solutions to grievances. Both the Board and the Association agree that grievance proceedings shall be handled expeditiously and in a confidential manner.
3. "Days" shall mean working days as designated in the school year calendar except legal holidays unless specified otherwise and except for summer break when days shall mean days when the administrative offices of the school district are open for business.
4. A "grievant" shall be defined as a unit member or group of unit members or the Association. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.
5. General Provisions
  - a. The written grievance used in the formal levels of this procedure shall state: (a) the specific provision(s) of this Agreement alleged to be violated, misapplied, or misinterpreted; (b) a brief description of the grievance; (c) the relief sought; and (d) the date of submittal.
  - b. A representative of choice may be used by each party at all levels.
  - c. Time limits shall be considered as maximum unless extended by mutual agreement.
  - d. Failure by a grievant to proceed within the specified time limits shall mean the grievance has been resolved by the disposition in the previous level.
  - e. Failure to respond in the time limits shall entitle the grievant to proceed to the next level unless the time limits are extended pursuant to 5.c of this Article.

- f. A grievance may be initiated at Step II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
  - g. Nothing in this procedure shall limit the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
  - h. Nothing in this procedure shall limit the rights of a member from using other professional or legal rights in resolving a complaint or problem.
  - i. No reprisals shall be made against any party involved in use of this procedure.
  - j. A grievance may be withdrawn at any level without prejudice.
6. Within fifteen (15) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her principal for the purpose of attempting to resolve the matter. Failure to act within fifteen (15) days shall preempt the filing of a grievance in the particular case.

7. **Step I**

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to his/her principal. A meeting shall be mutually arranged between the grievant and the principal within ten (10) days after submittal. Within ten (10) days after the meeting, the principal shall provide the grievant a written disposition on the grievance.

8. **Step II**

If the grievant is not satisfied with the disposition at Step I, he/she may within ten (10) days of receipt of the principal's disposition, submit the grievance form to the Superintendent. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant a written disposition on the grievance.

9. **Step III**

If the grievant is not satisfied with the disposition at Step II, within ten (10) days after the receipt of the Superintendent's disposition, the grievant may submit a request to meet with the Board through the

Superintendent. The Superintendent shall arrange for the grievant to meet with the Board in Executive Session at its next regular meeting to review the alleged grievance. A Board decision relative to the alleged grievance shall be rendered within ten (10) days.

10. **Step IV**

Within ten (10) days after receipt of the Board's disposition, the Association may submit a request to the Superintendent advancing the grievance to binding arbitration. An arbitrator shall be chosen through the American Arbitration Association using its Voluntary Labor Arbitration Rules. **The arbitrator's award shall be final and binding on all parties.**

The cost of the arbitrator and the fees of the American Arbitration Association shall be borne by the losing party. The arbitrator will specify in his/her award which party is the loser. If the loser is not clearly stated or the award involves multiple issues which split the award, the cost shall be equally divided between the Board and Association.

The arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law.

The arbitrator may rule on any alleged violation of the procedures relating to unit member evaluation specifically outlined in this Agreement, but shall not substitute his/her judgment for that of the evaluator. If an alleged grievance is submitted to an arbitrator on which he/she determines that he/she has no authority to rule, it shall be referred back to both parties without decision or recommendation on its merits.

## **ARTICLE V.**

### **REDUCTION IN FORCE**

#### **A. REDUCTION IN FORCE**

1. When the Board determines that it will be necessary to reduce the number of teachers because of decreased enrollment, territorial changes affecting the district, return to duty of regular teachers after leave of absence, or financial reasons, a reasonable Reduction In Force (RIF) may be made. A RIF may only occur at the end of a school year.
2. The Superintendent shall notify the Association of the reason for any anticipated staff reductions. The Association President or Co-Presidents will be provided with the following information prior to the Board acting on his/her RIF recommendation:
  - a. The seniority list, which shall include contract status of all bargaining unit members, teaching field, total years of service in the bargaining unit and all areas of certification.  
  
For purposes of reduction in staff, any and all certificated/licensed teachers who are certified/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure.
  - b. Effective for the 2016-17 school year the Association President or Co-Presidents will also be provided final summative evaluation rating for any until members who will be subject to RIF.
  - c. A list of positions to be reduced.
  - d. The reasons for such reductions.
3. The Superintendent shall recommend which positions shall be affected and which teachers shall be laid off. The Superintendent will use the following order in recommending which teachers are to be laid off:
  - a. The Board may make any reductions in force first through attrition, resignation or on approved leave of absence.
  - b. Limited contract teachers holding temporary certification will be reduced first.
  - c. Fully certificated limited contract teachers will be reduced next, within each area of certification/licensure, beginning with those **teachers with a principal's evaluation rating of "ineffective."**

- d. **Any limited contract teacher with a principal's evaluation rating of "developing" will be reduced next.**
  - e. Continuing contract teachers shall be given preference so that they are the last category of teachers suspended within the certification/licensure area to be reduced.
  - f. For any reduction in force, Accomplished and Skilled teachers and non-OTES evaluated employees shall be considered comparable and the RIF shall be on the basis of seniority and contract status within area of certification/licensure.
  - g. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.
  - h. In case of a tie, date original application received by Personnel Department.
  - i. In event of a tie after review of application receipt date, highest social security number beginning with the number to farthest right and proceeding left until tie is broken.
4. A unit member whose contract is suspended as a result of a RIF shall be given written notification, by hand delivery or certified or registered mail, that his/her employment will be suspended and the reasons for such suspension. This notification shall occur prior to April 15, if possible, prior to the year the RIF is to be implemented.
5. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Whether the teacher has a better or comparable evaluation shall be in the sole discretion of the Superintendent, which cannot be grieved. Within ten (10) calendar days of the **Board's action to implement** a RIF, a bumping meeting, if necessary, shall be held for all affected employees.
6. RECALL – The following procedures will be used in the recall process:
- a. Any members who were laid off shall have recall rights for a period of twenty-four (24) months from the effective date of the layoff unless:

- i. **the unit member was RIFed as a result of an “ineffective” principal’s rating (such limited contract unit member shall not be eligible for recall);**
    - ii. recall rights are waived in writing by the teacher;
    - iii. a resignation is offered by the teacher, or
    - iv. the teacher fails to accept the position to which he/she has been recalled within ten (10) calendar days of the written notice of recall.
  - b. All unit members whose contracts are suspended as a result of a RIF shall be placed on a recall list stating years of continuous service to the District and subject(s) certified/licensed to teach.
  - c. A unit member on the recall list shall be offered a contract for vacant positions for which he/she is certified/licensed, as positions become available and in keeping with the certification/licensure, and contract status. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certificated/licensed to perform the duties of the vacant position.
  - d. A unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
7. When a vacancy exists, the Board shall send an email and certified letter to the next unit member on the recall list who is certified/licensed for the position, at his/her last known address to advise him/her of such position. **It is the unit member’s responsibility to keep the Board informed of his/her email and U.S. mail addresses.** The unit member shall notify the Board within ten (10) calendar days from the date of the letter to indicate availability and desire for such position.
  8. If a position(s) initially abolished is reinstated, this position(s) will be staffed first from the RIF list. Thereafter, voluntary transfers may be made to a position affected by the RIF after the position(s) has been offered to all properly certified/licensed unit members on the RIF list.
  9. No unit members new to the District will be employed until all properly certified/licensed unit members on the RIF list have been offered a contract for the position in accordance with the provisions of this section.
  10. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason having declined recall to a position that is less than full-time or, if the unit member was not employed full-time **just prior to suspension of the member’s contract, to a**

position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the district.

11. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF including but not limited to all rights related to salary, fringe benefits, and seniority shall be fully restored.

B. **VACANCIES AND TRANSFERS**

1. **Posting of Unit Vacancies**

If any unit position or non-unit position is created or becomes vacant, procedures for notifying staff shall be as follows:

- a. A position is considered vacant when one of the following events occurs and the Board determines to fill the position:
  - 1) An employee dies.
  - 2) An employee resigns.
  - 3) An employee retires.
  - 4) An employee is non-renewed.
  - 5) An employee is terminated.
  - 6) An employee is transferred.
  - 7) An employee is promoted.
  - 8) A new position is created.
  - 9) An employee's disability leave extends beyond its designated limitations.

As to the middle school and high school, it is understood that unit members may be administratively assigned as to grade levels, courses, and teaching teams prior to determining what building position(s) constitutes a vacancy(ies) within the meaning of this Section.

Vacant positions shall be filled in accordance with the provisions of this Section and Section C of this Article.

- b. Vacancies will be posted for three (3) work days (for this purpose, days during the summer break on which the central office is open **for business count as "work days"**) **on the District Web Site with notice of new postings/vacancies through a District-wide email sent to unit members' school email. A copy of the posting will be placed in the shared drive on the district server.**

- c. Vacancies which occur during regular school year holidays will be posted in accordance with the provisions of (c) above upon the return of unit members to duty.
- d. Notification of vacancies shall include the following:
  - 1) Position available;
  - 2) Qualifications and requirements for the job;
  - 3) Deadline for application;
  - 4) Effective starting date;
  - 5) Any additional pertinent information.

2. **Transfers and Reassignments**

a. **Voluntary**

- 1) Procedures:
  - a) Unit members shall have three (3) work days from the date the notification is posted that a vacancy or vacancies exist to submit a request for a transfer form to the Superintendent or his/her designee for the position(s) listed. However, ten (10) work days before the first student day of the school year through ten (10) work days after the first student day of the school year, the administration will be required to post the vacancy for one (1) day. After this twenty (20) work day period, the three (3) work day posting will resume.
  - b) If more than one (1) member applies for the vacant position, the member best qualified for the position with most seniority shall be appointed by the administration. If none of the applicants are qualified, the position may be filled from outside the District.
  - c) If the designated administrator does not receive any transfer request forms within the specified time or if none of the applicants are qualified, he/she may accept applications from outside the District.
- 2) **If a unit member's request for a voluntary transfer is denied**, he/she will, upon request, receive either a written or oral explanation of the reason from the Superintendent or his/her designee.

b. **Involuntary Transfers**

- 1) Unit members involuntarily transferred shall be notified of the transfer at the earliest possible date.
- 2) Upon request, unit members involuntarily transferred shall be provided the relevant reasons and need for the transfer either orally or in writing.
- 3) Upon request, unit members involuntarily transferred shall have the opportunity to meet with the Superintendent regarding the transfer.
- 4) Arrangements for the transfer of school-owned equipment and classroom materials shall be directed by the building principal, and shall not be required of the unit member.

C. **UNIT MEMBER DAY AND YEAR**

1. All unit members shall be assigned an appropriate starting and dismissal **time**. **The unit member's** day shall not exceed seven and one-half (7-1/2) continuous hours, including a duty-free lunch that is equal to the time provided students, but in no case less than an uninterrupted one-half (1/2) hour with the following exceptions:
  - a. Principals shall have the right to schedule staff meetings either before or after the regular student day, not to exceed one hour. These meetings shall be in addition to those set aside for planning, inservice education, and orientation included within the **unit member's contract** year.
  - b. No more than nine (9) hours will be used in a school year.
    - i. As part of the 9 hours above, teachers shall attend Open House or if there is no open house at a building, other activity as determined in subsection ii below.
    - ii. Each building principal and a building advisory committee of teachers will meet by September 30 each year to determine the required events to be held within the 9 hours above.
  - c. The Superintendent may schedule as many staff meetings as necessary, before or after the regular student day, to deal appropriately with matters deemed to be essential by the Superintendent. Attendance at these meetings shall be voluntary except in cases of emergency.

2. All unit members shall be provided planning and conference time in accordance with the requirements of the State Board of Education Minimum Standards. Unit members shall be entitled to a minimum of 200 minutes planning time each week and will receive a thirty (30) minute block of planning time each day. The remaining time will be accumulated throughout the week including minutes before and after student contact time. Planning and Conference time shall be used only for parent conferences, professional study, lesson preparation and/or other activities necessary for carrying out the duties of the position. No unit member shall be required to supervise or teach any class during their conference or planning time without compensation in accordance with Section I of Article V. However, the following procedures will be followed in order to assure equity among bargaining unit members who substitute:
  - (1) For purposes of covering classes when a unit member is absent and no substitute is available, teachers will be placed on a rotation with other teachers who have the same planning period. When approached to substitute, an individual teacher may decline the offer without retribution, if he/she requires the use of that time for personal planning on the day requested. A teacher who uses his/her planning period to substitute or is covering more than his/her assigned class will be compensated according to the amount established in accordance with Section I of Article V.
  - (2) If no teacher agrees to use his/her planning period to substitute, then the principal may require a bargaining unit member cover classes of an absent teacher, it shall be done on an equitable basis.
    - a. High School Weekly Planning – The Block Schedule will operate only on five (5) day weeks. Weekly planning time will apply for block weeks and daily planning for non-block weeks. If a scheduled block week is interrupted by a calamity day or otherwise, the week will become a non-block week and the daily planning will apply.
3. The regular contractual year for unit members shall consist of a maximum of 186 days for returning unit members and 187 days for new unit members as outlined below. All unit members shall be compensated for a per diem work day (in addition to 186 and 187) according to their daily salary schedule in effect for that school year during their second pay in May.

- 186 Total Days for Returning Unit Members
- 187 Total Days for New Unit Members
- 2 Teacher work days at the beginning of the school year (one day for staff development and one day for individual teacher planning)
- 1 Teacher work day at the end of the school year.
- 2 Parent/Conference days/Student Discovery days (Four [4] evenings)
- 3 Three (3) professional development days which will consist of staff development
- 1 Records day between semesters
- 1 One day for New Unit member orientation

This per diem day will be used for completing required mandates or training by the State of Ohio that do not align with the federal definition of High Quality Professional Development. Such mandated trainings include but are not limited to blood borne pathogens, child abuse, violence prevention, bullying, hazardous communications, substance abuse and positive youth development. If all such trainings are completed, the teacher may use this day for professional reasons determined by the teacher. This day will not be a day used by the administration for meetings or professional development.

The date and time for completing the required training may be determined by the teacher. The day can be split into parts, so long as the **parties total a full day's time** as identified in Article III Section E, Subsection 1 above.

A teacher record day shall occur at the end of the first semester. The record day will be used for data collection and analysis, as well as updating and monitoring student records. The record day shall not be used by the administration for meetings or professional development.

- 4. Unit members may be absent, with pay, while on an approved leave granted in accordance with the terms and conditions of the provisions of this Agreement.
- 5. The Association, working collaboratively with the superintendent, will submit a school calendar to the Board of Education no later than the regularly scheduled October Board meeting each year. The Board may adopt or reject this proposal. If the Board rejects, it shall notify the Association and indicate why the calendar was unacceptable. The **Association may submit a second calendar for the Board's consideration** provided such recommendation is received by the Board prior to the next regularly scheduled Board meeting. If the second recommended calendar

is also rejected, the Board may proceed to adopt a calendar of its own choice no earlier than the regular scheduled Board meeting in January. No changes shall be made in the school calendar after it has been adopted by the Board of Education without at least ten (10) days notification in writing to the Association. The Association shall have an opportunity to present to the Board of Education its suggestions regarding any changes before changes are adopted. No less than three (3) days will be built into the school calendar when school is closed for inclement weather and/or other emergencies. Members will not be required to make up at least the first three (3) days.

After these three (3) days members will report at the two-hour delay time or may exercise the following options:

- a. Use of personal day
- b. Unit member will contact their administrator to coordinate a make up day after the last teacher work day and before June 30 of that calendar year
- c. Unpaid leave deduction

\*Beyond day **three (3)**, at the superintendent's discretion, in cases of inclement weather and/or other emergencies, the staff may not be required to report.

6. District sponsored professional development shall meet the guidelines of **federally defined "Highly Quality Professional Development"** and meetings shall be designed with unit member input and may provide for individual or group work. **If possible, CEU's may be provided. Unit members shall attend any inservice program designed by the Board to comply with mandated training.**
  - a. All unit members are expected to attend district sponsored professional development.
  - b. Unit members who are absent on district sponsored professional development may be required to make up the time via a plan agreed upon with the Superintendent/or designee.
7. As a means of supplying adequate time for professional development, professional development days will be provided by the district.

D. **WORKING CONDITIONS**

1. **Teaching Environment**

- a. All unit members shall supervise students in the classroom and/or learning centers on a regular basis during instructional time. The Board will provide qualified educational assistants to assist the unit member if it is specified in the student's IEP. Assignment to the routine supervision of students, i.e., arrival, dismissal, playground, lunchroom, and other non-instructional time, shall be made in an equitable manner for unit members.
- b. All unit members shall provide lesson plans that meet the requirements of the State Department of Education Minimum Standards, if required by their assignment. Unit members shall be solely responsible for developing lesson plans that meet their individual needs and those of the classes and students they teach. Lesson plans shall be submitted to the building principal. The building principal or supervisor shall have the authority and responsibility to check unit member lesson plans.
- c. No unit member shall be required to perform job duties normally performed by the school nurse. However, unit members may be required, after adequate training, to provide accommodations for or assistance to students in accordance with students' IEP's, 504 Plans, and in emergency situations. If a unit member has concerns regarding his/her responsibilities, he/she may seek assistance from the principal and/or designee. Also, unit members shall be required to complete any required paperwork in this area and will pass out medication in special circumstances such as field trips.
- d. All teachers of record shall use district provided on-line grading programs.

2. **Facilities**

- a. Separate work areas and restroom facilities will be provided for unit members to the degree possible. Any future major building remodeling or renovation shall include such separate facilities.
- b. Members will be provided:
  - 1) A desk, storage space, and files for maintaining records and related materials.
  - 2) Individual mailboxes.
- c. Supplies and materials in accordance with fiscal constraints and departmental needs based upon member recommendations with approval by the Administration and/or Board.

- d. A telephone will be made available in each lounge for local telephone calls.

3. **Class Size**

The Board agrees to make every effort to maintain class sizes in accordance with the requirements of the State Board of Education Minimum Standards, Section 3317 of the Ohio Revised Code (State Foundation Program Requirements). Class size target goal will be twenty-six (26) students at the elementary buildings and one hundred-eighty (180) pupils per day assigned for classroom instruction at the middle school and high school. Study halls, music groups, band, and other similar large group programs are excluded.

If the class size exceeds the target goal, the affected teachers may notify the principal and superintendent and will discuss the alternatives in assisting the teacher(s).

All unit members with inclusion students shall receive professional development training to meet the needs of students with disabilities. Inclusion is an expectation of educating students with disabilities **consistent with a student's IEP in general education classes.**

4. **Least Restrictive Environment**

**Individual Education Program (IEP) and 504 Plan Team**

- a. Employees, as determined by the administrative staff, whose duties would be materially impacted by an IEP or 504 Plan shall be invited to attend and participate at the respective development and review meetings.
- b. Every reasonable effort will be made to conduct IEP meetings after the teacher work day. Unit members attending IEP meetings (this does not include 504) after school shall be paid the hourly tutor rate. Every reasonable effort will be made so that employees are not deprived of instructional planning time to participate in development and review meetings.

5. **Board Forms**

Forms used by teachers will be available on the district web site or other Board adopted provider to all staff members at the beginning of each school year. This includes class coverage form, grievance form, personnel form and planning time form, which are considered attached to the **parties' agreement as addendums. Any updated or newly developed**

form(s) will be posted on the web site or on other Board adopted provider in a timely manner.

6. **School Discipline Procedure**

- a. The Board is responsible for adopting a code of student conduct.
- b. The rules and regulations governing discipline and procedures for student control shall be enforced in a consistent manner by the Administration and unit members. If requested by the unit member affected, the administrator who makes a disciplinary decision will promptly confer with the employee and explain the basis for the decision.
- c. Teachers are responsible for classroom management.

7. **Evaluation Procedure**

The Evaluation Policy adopted by the Board shall be in compliance with Ohio Revised Code, Section 3319.111.

8. **Local Professional Development Committee**

- a. The Association shall be a full partner with the Board as it relates to the Local Professional Development Committee (LPDC). The LPDC's role is to establish the structure of the committee to enable it to oversee, review, and approve all professional development plans as required in ORC 3319.22 and the State Board of Education's rules and regulations.
- b. The committee shall be comprised of seven (7) members as follows:
  - \* One teacher from each building (Indian Trail, Winchester Trail, Middle School, High School).
  - \* Three (3) representatives of the Administration.
- c. The Association President shall appoint the four (4) teachers with the concurrence of the Association executive committee. The Superintendent with the approval of the Board shall appoint the three (3) representatives of the Administration.
- d. Whenever evaluating teacher professional development plans, the committee shall consist of at least three (3) unit members of the bargaining unit and two (2) District administrators. When

evaluating Administrator professional development plans, the committee shall consist of at least three (3) administrators and two (2) unit members.

e. **Appeals Process**

- 1) **Within thirty (30) calendar days following the LPDC's notification of rejection of the educator's plan, an appeal** should be filed with the chairperson of the LPDC. The educator will be given the opportunity to meet with the LPDC in person to discuss the Individual Professional Development Plan (IPDP) and to present his/her case at the next regularly scheduled LPDC meeting. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC. The decision will be rendered within five (5) work days.
- 2) If an educator is not satisfied with the decision of the LPDC from Step 1, a formal appeal may be made to the Appeals Board within thirty (30) calendar days. The Appeals Board will meet within ten (10) work days following the submission of the appeal to the Assistant Superintendent to be forwarded to the chairperson of the LPDC. The decision will be rendered within five (5) work days.

f. **Local Professional Development Appeals Board**

- 1) Whenever a teacher is appealing the decision of the LPDC, the Appeals Board will consist of three (3) non-LPDC unit members appointed by the Association and two (2) non-LPDC administrators appointed by the Superintendent.
- 2) Whenever an administrator is appealing the decision of the LPDC, the Appeals Board will consist of three (3) non-LPDC administrators chosen by the Superintendent and two (2) non-LPDC bargaining unit members appointed by the Association. In the case of the Superintendent, the Director of Personnel will appoint the administrative members.
- 3) **The Board will hear or read an appeal. The Board's decision** on the appeal will be made based on the IPDP criteria.

E. **JOB SHARING**

Job sharing may be allowed in accordance with the following terms:

1. Only two (2) unit members shall be allowed to share the same position. To be eligible, a unit member must have served at least three (3) years in the district.
2. Those unit members interested in job sharing must notify the building principal, in writing, by March 15 of the preceding school year of their interest. The principal will then discuss the matter with the affected teachers and the District Superintendent.
3. Each proposed case will be individually assessed in light of the best interests of the students affected. If a particular job sharing arrangement is approved by the Superintendent, the affected unit member will be paid at half his/her regular salary and all days of leave under this Agreement shall be credited and used in half days.

The unit members shall advance one (1) step on the salary schedule for any year in which the unit member works 120 days. If a unit member is absent on a particular work day, it is understood that the other unit member shall make a good faith effort to cover for the absent unit member; otherwise, the normal substitute procedure shall apply. Each participant shall be eligible for single coverage on insurance fringe benefits under Article V, Section A of this Agreement, with the option of purchasing by payroll deduction family coverage for the cost of such **family coverage less the Board's contribution toward single coverage.** Each affected unit member shall advance one (1) year on the seniority list for every year of service under a job sharing arrangement.

4. An approved job sharing arrangement shall continue for the remainder of **the school year unless terminated by the Board or with the Board's assent.** The Board shall not terminate an approved job sharing arrangement arbitrarily or capriciously. Before the Board acts to terminate the arrangement, the Superintendent shall inform the Association in writing.

The arrangement will not continue into the subsequent school year unless specifically approved in accordance with Paragraph 3 above.

If an arrangement terminates, the senior participant will be offered the full-time position, and the junior participant may apply for any available vacancy for which the person is qualified, or, if not thus accommodated, be laid off under Article III, Section C of this Agreement.

5. Denial of a job sharing arrangement is not grievable.

F. **RESIDENT EDUCATOR PROGRAM**

1. The Program Coordinator will administer the Resident Educator Program as prescribed by the Ohio Department of Education.
2. The Board will provide training for mentors at no cost to the mentor. Mentors must complete Instructional Mentoring (IM) and Resident Educator-1 (RE-1) training. A certified mentor will be assigned to a Resident Educator for each year of their residency. The mentor shall be paid \$200.00.
3. No mentor shall participate in the job performance evaluation of a Resident Educator unit member. The Resident Educator Program does not replace or supersede job performance evaluations under the terms of this Agreement. No adverse employment decision will be made by reason **of a unit member's failure to complete the Resident Educator Program.**
4. All Resident Educator Program records, including mentor comments and assessments, are to be kept confidential except as otherwise required by law. Mentors shall discuss resident educator unit member performance only as it directly relates to the program.
5. All new unit members holding a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license shall participate in the Ohio Resident Educator (RE) Program. In addition, to be eligible for participation, the unit member must:
  - a. Teach at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license;
  - b. Be responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress;
  - c. Work 120 days as defined by Ohio Revised Code; and
  - d. Be assigned an ODE-certified, trained mentor by the District.

## **ARTICLE VI. LEAVES**

### **A. ATTENDANCE AT PROFESSIONAL MEETINGS**

Attendance at professional meetings and workshops is permitted; approved visitations are also included in this Section. Unit members will receive compensation and expenses for days on which he/she is excused to engage in these specified activities. \*(see below)

**If a substitute is required during the unit member's absence, the Board will provide and pay the substitute.** Approval of requests for absences from regular duties requiring a substitute and/or payment of such substitute and expenses incurred may be granted by the Superintendent.

\*The request form must include a breakdown of expenses likely to be incurred. The Board will be obligated to pay only those expenses within limitations as may be established and approved by the Superintendent or Board in advance.

### **B. ASSOCIATION LEAVE**

The Association shall be granted a maximum of twenty (20) days annually for Association leave purposes. Unit members requested by the Association to take leave shall notify their building principal at least three (3) days prior to the date of such leave. No unit member may use more than five (5) days each year. The Association shall pay all expenses attendant to Association leave. The Board will pay the unit member's salary. The Board will provide a substitute for five (5) Association days. The Association will pay for substitutes the remaining fifteen (15) days.

During negotiation years, the Board will be responsible for substitute pay for up to ten (10) days.

### **C. COURT LEAVE**

The Board shall grant a full pay when a unit member is subpoenaed or summoned for any court or jury duty by the United States, the State of Ohio, or a political subdivision, provided that the unit member is not a plaintiff where the Board is the adverse party.

### **D. UNPAID LEAVES**

#### **1. Short Term Unpaid Leaves**

Upon approval of the Superintendent at least five (5) days prior to the date of the leave, a unit member may be granted an unpaid leave of

absence not to exceed five (5) consecutive working days for personal reasons. In order to be eligible for this leave, the unit member must not have any accumulated and unused personal leave. The short term unpaid leave shall not be granted more than once per contract year except in unusual circumstances as determined by the Superintendent. An unpaid day may be taken without exhausting personal leave and without prior approval only when school is closed for inclement weather and/or other emergency.

2. **Extended Unpaid Leaves**

Upon the recommendation of the Superintendent, the Board may permit unit members to take unpaid leaves of absence of one (1) year. A written request will be submitted to the local Superintendent and the Association President. Upon the recommendation of the local Superintendent, the Board may permit unit members to take unpaid leaves of absence of one (1) year.

**Qualifiers:**

- a. There will be a three (3) year period of employment before leave is permitted.
- b. Leaves that involve full-time gainful employment may be granted only under exceptional circumstances.
- c. The unit member while on leave may maintain group insurance fringe benefits under the provisions in Section D, Paragraph 3 of this Article.
- d. All leave requests shall be submitted in writing before July 10, except in emergency situations.
- e. The unit member shall notify the Superintendent on or before April 1 of each school year to indicate if he/she is going to return from the leave for the next school year. On or before March 15, the Superintendent shall send a certified or registered letter to each unit member who has thus far failed to render such notification advising him/her to do so by April 1. Failure of the unit member to so notify the Superintendent will result in his/her automatically resigning from the District.

3. **Unpaid Medical Leave**

A unit member who becomes medically disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request

and shall be granted unpaid medical leave. A unit member's application for unpaid medical leave shall be accompanied by a physician's statement describing the nature of the medical disability, its expected duration, and the period of time the unit member should be relieved of his/her duties. This leave shall not exceed two (2) consecutive school years.

The unit member while on leave shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits, provided payment is acceptable to the insurance carriers. All payments shall be made on or before the date established by the Board Treasurer.

4. **Family and Medical Leave Act of 1993**

The Board and the Association shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, provided that, except as otherwise required by that Act, any leave thereunder, in conjunction with any leave set forth herein, shall not exceed a maximum of twelve (12) weeks.

E. **UNRESTRICTED PERSONAL LEAVE**

Three (3) unrestricted days will be granted each unit member yearly to be used as the unit member wishes, provided the unit member was a member of the bargaining unit prior to the first day of the second semester. Unit members who enter the bargaining unit on or after the first day of the second semester will be granted one and one-half (1-1/2) days of unrestricted personal leave for that school year.

Unit members in a school year may carry over one (1) day to the following school year. In no circumstance may more than four (4) personal days be accumulated or used in any given school year. Any balance of personal days in excess of one (1) day at the end of the school year will be converted **to the unit member's sick leave balance**, or be paid to the unit member at the rate of \$125.00 per day. Notification in writing to the Payroll Department must be received by May 1<sup>st</sup> if the unit member chooses payment instead of conversion to sick leave.

Personal leave may not be used during the first five (5) student days and last ten (10) student days of each school year except at the discretion of the Superintendent.

Except at the discretion of the Superintendent, no more than four (4) unit members in each building shall be on personal leave on any given day. Personal leave shall be granted on a first-come, first-serve basis within each building.

F. **CHILD CARE LEAVE**

A unit member may be granted leave in accordance with the following conditions:

1. **Sick leave for maternity purposes:**

The period of approved sick leave for maternity purposes shall be determined by the attending physician. The determination shall be transmitted in writing to the Superintendent.

2. **Maternity leave without pay:**

a. A request for maternity leave shall be filed with the Superintendent at least thirty (30) days prior to the effective date of leave. The request shall state the beginning and the ending date of such leave.

b. Maternity leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.

3. Members granted unpaid Maternity Leave may maintain group insurance fringe benefits under the provisions in Section D, Paragraph 3 of this Article.

4. **Paternity**

For purposes of this Section, maternity shall also include paternity and shall be applied equally and in a nondiscriminatory manner on the basis of sex.

5. **Adoption**

A unit member adopting a child (defined as a child not required to be enrolled in school under Ohio compulsory education law) will be entitled, upon request, to utilize up to four weeks of his/her accumulated sick leave at any time during the first year after receiving defacto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

The unit member shall provide written notice to the Superintendent of his/her intent to adopt at the time of application with the adoption agency. A request for adoption leave shall be filed with the Superintendent at the earliest possible date prior to the effective date of leave. The request shall state the beginning and the ending date of such

leave. Adoption leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.

G. **SICK LEAVE**

Unit members will be granted sick leave according to Ohio Revised Code, Section 3319.141 and the provisions of this Section.

Unit members shall earn sick leave credit at the rate of one and one-fourth (1 1/4) days per month, and shall continue to accrue sick leave while providing services under contract with the Board. A unit member will be able to accumulate a maximum of two hundred fifty (250) sick days.

Each unit member employed on a part-time basis shall be entitled to accrue fifteen (15) days of sick leave per year, which shall be credited at the rate of one and one-fourth (1 1/4) days per month per year effective the beginning date of his/her contract. Each day of accumulation shall be a day equal to the number of hours employed.

All sick leave days accumulated by a unit member employed on a part-time basis shall be converted on a pro-rated basis in the event of full-time employment. Example: thirty (30) days of sick leave accumulation for a member employed four (4) hours per day on a one-half day basis would be equal to 120 hours or fifteen (15) full days of sick leave upon being employed on a full-time basis; or in the reverse, unit members changing from full-time to part-time shall be granted sick leave on an eight (8) hour basis. One eight-hour day shall be equal to two (2) four-hour or less days.

A unit member newly employed by the Board will be credited for unused sick leave accumulated in other public or parochial school employment up to one hundred twenty (120) days. The newly employed unit member shall be required to request and submit the proper certification to the school district Treasurer in order to receive credit.

A unit member newly employed shall be credited five (5) days sick leave; however, maximum annual accumulation shall be fifteen (15) days.

Unit members, upon approval of the Superintendent, may use sick leave for the following reasons, limited to the total accumulation of unused sick leave:

1. Personal illness or injury.
2. Pregnancy-sick leave for reasons of pregnancy shall be authorized in accordance with the requirements in Section F of this Article.
3. Exposure to contagious disease.

4. **Illness or death in the immediate family.**

- a. **Immediate family means: unit member's spouse, children, parents, brother, sister, and members of the immediate household for purposes of illness or injury in the immediate family. For purposes of death in the immediate family: grandparents, grandchildren, a spouse's parents, brothers, or sisters may be included. In addition,** upon advance approval of the Superintendent, sick leave may be used for the death of another person who has established a similar relationship to the unit member.

At the discretion of the Superintendent, one (1) day of sick leave may be granted to attend the funeral of a close friend.

5. **Doctor or dental appointments (specialists)**

In the case of doctor or dental appointments, or specialists, prior agreement should be made with the building principal.

H. **CATASTROPHIC SICK LEAVE BANK**

When a unit member suffers a catastrophic illness or injury and has exhausted all sick leave and personal leave, he/she may request through the Issues Council additional days that may be transferred from other unit members at a maximum of twenty (20) days per request and a maximum of forty (40) days per school year. The Issues Council shall administer this program in an equitable manner and in no case shall this plan prevent or prolong a unit member's applying for or **being granted a disability retirement. The Issues Council shall notify Board's** Treasurer, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by each unit member donating day(s) authorizing the Board Treasurer to implement the transfer.

The Issues Council will vote by secret ballot and when four (4) members agree, and then such transfer may take place.

I. **ASSAULT LEAVE**

1. "Assault" means the causing of physical harm to an employee by any person.
2. Any employee who is absent due to physical injuries resulting from an assault received in **the course of, and arising out of such employee's** employment, may (in accordance with Ohio Revised Code, Section 3319.143) use assault leave in lieu of sick leave subject only to the limitations prescribed in this section:

- a. **The employee's conduct was within** the bounds of generally accepted standards of professional conduct;
  - b. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
  - c. The employee reports the incident to law enforcement officials;
  - d. The employee submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
  - e. **The employee provides a physician's statement describing the** nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.
3. The total number of days of paid leave provided under this section shall not exceed thirty (30).

## **ARTICLE VII. FINANCIAL**

### **A. INSURANCE COVERAGE**

1. All coverages will remain equal to or greater than those currently in effect for the life of this Agreement. The Board has the right to change carriers but in no case may the Board reduce benefits or services unless recommended by the Issues Council and approved by both negotiation committees.
2. Premiums for life insurance, dental, and vision are to be paid at 100 percent by the Board for the duration of this Agreement unless altered as indicated in the last sentence of the above paragraph.
3. Premiums for HMO and medical coverage are to be paid at 90% percent for individual plans and 75% percent for family plans for the duration of this Agreement period unless altered as indicated in the last sentence of the first paragraph.
4. At no time shall the amount paid by the Board for individuals exceed that paid for family coverage, or should the amount paid by the Board for the HMO coverage ever exceed that paid for traditional medical coverage.
5. The Board will provide the Association with a copy of the complete insurance contract between the carrier, the administrative services and the Board in a timely fashion.
6. Life insurance coverage shall be basic term life of \$45,000 per unit member.
7. The vision insurance plan shall be a \$10.00 deductible covering a 24-month service period.
8. Obligations of the insurance carrier to unit members for Basic Medical Expense Benefits, Major Medical Expense Benefits and Dental Expense Benefits are outlined in ADDENDUM (B) to this Agreement to serve as information to the unit members. This is meant to be a summary. The obligation of the insurance carrier(s) includes but are not necessarily limited to those items listed.
9. **Section 125 Cafeteria Plan**

The Board shall maintain a Flexible Benefits Plan (the "Plan") intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue

**Code (the "Code").** A full-time or regular part-time employee may participate in the Plan by filing an election form and all applicable insurance forms with the Board Treasurer.

As set forth above, certain insurance coverage is provided without cost to participants, while other coverage involves a monthly charge to participants. The Plan will provide an employee with an option to pay the employee portion of such costs with pre-tax (federal income tax) dollars, which will reduce the compensation otherwise payable to the employee, or to receive such compensation. An employee who does not elect to reduce his/her compensation would have to pay such costs with after-tax **(federal income tax) dollars.** The cost of the employee's share of insurance benefits will be determined at the applicable monthly rates in effect from time to time. The benefits of the Plan will be provided only to those employees who are properly enrolled as participants.

The exact terms of the Plan will be subject to the requirements of Section 125 of the Code and the regulations and interpretations thereunder.

10. **Health Care Committee**

A Health Insurance Committee shall be established and maintained with at least three (3) representatives appointed by the Association and three (3) representatives appointed by the Superintendent.

The purpose of the Committee shall be to make recommendations designed to optimize the quality of health care available to District employees and improve cost effectiveness of the health insurance program. Committee members shall review data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.

The Committee is not empowered to unilaterally make changes in health care benefits without ratification by the Association and approval by the Board. The creation of the Committee does not diminish or in any way **reduce the Board's and Association's rights or responsibilities.**

B. **PAY PRACTICES**

1. **Regulations**

a. All unit members must comply with the laws and regulations governing the certification/licensure of unit members as adopted by

the State Board of Education and shall have a valid teaching certificate/license on file in the office of the Superintendent.

- b. Service credit shall be granted unit members in accordance with Ohio Revised Code, Section 3317.14 and as outlined below. Additional years may be granted as agreed upon at the point of employment.
  - 1) All years of teaching in chartered public or nonpublic schools in the State of Ohio and institutions of higher education provided that the unit member has a valid Ohio teaching certificate/license during each year of credited teaching experience.
  - 2) All years of teaching in chartered public or nonpublic schools in the United States of America, other than Ohio, provided that the unit member had a valid teaching certificate/license for the state in which the service was performed during each year of credited teaching experience.
  - 3) A year of teaching experience shall be for not less than one hundred twenty (120) school days of any given school year and must be regular teaching or one hundred twenty (120) days substitute teaching. Teaching credit shall be pursuant to STRS credit.
- c. Previous military experience in accordance with Ohio Revised Code, Section 3317.13 shall be granted.
- d. All previous experience must be verified by the unit member.
- e. The salary schedule shall be based on one hundred eighty six (186) days of annual service for returning unit members. New unit members are required to work for one (1) additional training day during the first year of employment with no change in the salary listed on the adopted salary schedule.
- f. Per diem deductions shall be made for absence other than those provided for under the leave provisions or other authorized **absences. The deduction of a day's salary is calculated as follows:**
  - 1) The total number of days the unit member is employed divided into the total annual salary taken from the salary schedule times the number of days of unauthorized absence.

- 2) The deductions shall be accomplished through a lump sum out of the next check.
- g. Annual salaries shall be paid in twenty-six (26) equal installments. Each unit member will have his/her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system. Members desiring to change financial institutions, terminate direct electronic deposit, or implement direct electronic deposit must allow no less than two (2) weeks notification prior to such change being implemented. **The unit member is responsible for notifying the Board Treasurer's Office of any change in their direct deposit account or bank.** In the event of an emergency, checks will be distributed in place of the direct deposit.
- h. All unit members under contract by June 1 for the following school year will be given a salary notice by July 1.
- i. The BA+150 column is defined as at least one hundred fifty (150) semester hours and a Bachelor's Degree.
- j. For a unit member to qualify for the MA+15 column, the MA+30 column, or the MA+45 column, the hours must be graduate level **hours earned after the Master's Degree is conferred.** The MA+15, MA+30, and MA+45 columns refer to semester hours of training.
- k. All unit members shall receive their W-2 forms on or before January 31.
- l. Upon completion of course work sufficient to qualify the unit member for a higher salary bracket, the unit member shall file for appropriate documentation with the Board Treasurer. Upon receipt, the Treasurer shall move the unit member to the proper **step and adjust the unit member's salary.** **If the unit member files the documentation with the Treasurer after March 15<sup>th</sup>,** the Treasurer shall move the unit member to the proper step and **adjust the member's salary the next school year.**
- m. Unit members who are National Board Certified or hold the Master Teacher Designation will receive an annual stipend of \$1,000. Such stipend shall begin the year after certification has been granted.

2. **Direct Deposit Information**

- a. Direct deposit information will be distributed every other Friday based upon the following:

- 1) The first pay day of any school year will be no sooner than five (5) duty days after the first regular unit member duty day. On the years that this pay date falls prior to this five-day limit, an adjustment equaling one (1) week will be made in the pay date schedule.
- b. A calendar of pay dates will be provided to each unit member along with the first school year's **direct deposit information**.
- c. Direct deposit information will be mailed to unit members who are not on duty during summer months, unless otherwise requested. This direct deposit information will be mailed in order to reach the unit member on the scheduled pay date. Unit members must inform the Board Treasurer, in advance, of the correct summer address. The Board is not responsible for lost mailings when the unit member does not provide the correct address.
- d. Unit members who are on duty during the summer months will receive their direct deposit information in the regular manner.
- e. When ALL schools in the District are closed on a pay date because of severe weather conditions or an emergency, direct deposit information will be distributed on the next school day.

3. **Payroll Deductions**

- a. The Board Treasurer will make deductions for annuities as authorized by the unit members.
- b. The Board Treasurer will make deductions from salaries for payment to the Franklin County School Employees Federal Credit Union for unit members who request this service.
- c. The Board Treasurer will make deductions for EPAC as authorized by individual unit members.
- d. Payroll deductions will be made uniformly and equally from all paychecks with the provision that there will be no payroll deductions for insurance, credit union, tax sheltered annuity, or other unit member-requested deductions from the third check received in any month.
- e. The Board agrees to promptly remit all deductions monthly no later than the fifth working day of the month following the collection of any payroll deductions of the preceding month. Organizations

must submit the necessary invoices in order that the Board Treasurer may transmit deductions to their proper source.

- f. **If a unit member's employment ends** or if he/she assumes unpaid status with the Board before all deductions for Association dues have been made, the unpaid balance shall be deducted from his/her final paycheck prior to the assumption of the unpaid status and remitted to the Association Treasurer.

C. **TUTOR COMPENSATION**

Home tutors employed on an as-needed basis will be paid \$25.00 per hour.

D. **SUPPLEMENTAL SALARY SCHEDULE**

1. The Superintendent shall inform members of newly created supplemental positions and/or vacancies through his/her memorandum to the staff. Members interested in any type of supplemental position should submit this information in writing to the Superintendent. During the summer months, the Superintendent shall notify the Association President of all vacant positions and/or newly created positions in addition to notifying all members expressing a written interest in the type of positions vacant or newly created.
2. Upon the creation of any additional supplementary positions by the Board, the Association shall be notified as to the **Board's intended placement in a** column of the supplemental index. Within ten (10) days, the Association must notify the Superintendent of its agreement with the placement or present a written request for a meeting to work out an agreed upon placement. **Failure to so notify the Superintendent will result in the Board's intended placement being finalized.**
3. If a person has been awarded a contract as a volunteer to coach or supervise an extracurricular function within the District and is subsequently awarded a supplemental contract with pay for the position, he/she will receive one (1) year of experience credit for each full two (2) years of satisfactory voluntary service in the position. For this purpose, contracted volunteer coaching service within the same sport qualifies as volunteer **service "in the position."**

E. **SEVERANCE PAY**

Unit members resigning with fifteen (15) years continuous service in the District or entering service retirement under the State Teachers Retirement System (STRS) with ten (10) years of continuous service in the

District, shall receive payment for one-fourth (1/4) of the value of the unit member's sick leave up to one hundred eighty (180) days.

Payment on this basis shall eliminate all accrued sick leave credit. Payment shall be made within sixty (60) days.

Unit members hired before September 1, 1984, shall be eligible for severance pay with only ten (10) years of continuous service.

F. **STRS PICK-UP**

The Board agrees to continue to treat a unit member's own individual STRS contribution (as opposed to the Board's own STRS contribution on the employee's behalf) as a mandatory salary reduction from the contract salary otherwise payable to such unit member.

The unit member's contract salary shall thus be restated (1) as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the unit member's contribution being picked up by the Board on behalf of the unit member; (2) that the Board will contribute to STRS an amount equal to the unit member's required contribution to STRS for the account of each unit member; and (3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the unit member's rate of pay shall be calculated upon both the cash salary component and pick-up component of the unit member's restated salary.

G. **PLANNING TIME COMPENSATION**

Unit members required to supervise or teach any class during their conference or planning time shall receive the following compensation:

1 to 30 minutes	\$15.00
31 to 60 minutes	\$30.00

If a unit member covers a block period that exceeds 60 consecutive minutes, the unit member will continue to be compensated as described above.

If a unit member is absent and no substitute teacher is available, and a unit member absorbs a class or portion of a class due to the absence, the affected member will be compensated at the entire day substitute teacher rate if such absorption is for more than six (6) hours. If the absorption is for more than three hours but less than six (6) hours the unit member will receive the half-day substitute teacher rate. If absorption is for three hours or less, the unit member will receive the quarter-day substitute rate. However, if more than one (1) unit

member is affected, the entire day, half-day, or quarter-day substitute rate, whichever is applicable, will be divided among those affected.

Compensation will not be given if a student remains with their teacher in place of their pull-out session.

H. **TUITION REIMBURSEMENT**

The Board will pay a maximum of \$1,000 each year per unit member who satisfactorily completes course work in an accredited college or university. Unit members shall be reimbursed for course tuition approved by the LPDC. If the unit member receives a fee waiver, the unit member shall be eligible for reimbursement of course tuition costs exceeding the amount of the fee waiver up to the \$1,000 tuition reimbursement per year.

Upon submitting a copy of the grade statement to the Board Treasurer as proof of completion of the course, reimbursement will be made.

I. **TUITION WAIVER**

The Board will allow children of unit members living outside the District to attend District schools free without paying tuition via open enrollment, following submission of an application for open enrollment per District policies:

1. Notification is prior to the beginning of each school year.
2. Students already accepted during the previous school year will not be denied on the basis of overcrowding.
3. Acceptance does not require a special education program not available in the District, Board-paid tuition to any optional education program, or release of any per pupil state funds to another elementary, secondary, or post-secondary institution for acceptance of credit or in lieu of tuition.
4. The student's prior discipline record meets with open enrollment standards established by the Board.
5. The tuition student's conduct shall be reviewed annually.
6. The parent must be totally responsible for the student's transportation.
7. The parent must gain a written release from the home school and the OHSAA to participate in athletic competition.

J. **COMPENSATION TO ASSOCIATION LEADERS**

Association leaders shall be entitled to be paid by the Association as per the **Association's internal procedure for service to the Association.** Any compensation that an Association member receives from the Association for such service shall be subject to the provisions of Ohio Administrative Code Rule 3307-6-01 when it becomes effective, for all Association service on or after July 1, 2004.

K. **BACKGROUND CHECKS AND CERTIFICATE FEE**

The Board will pay up to the \$50.00 cost for state and federal background checks required by the Ohio Revised Code as to a unit member. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background checks.

The Board will pay all costs for the renewal of a unit **member's teaching** license/certificate, not to exceed \$200.00.

## **ARTICLE VIII. FAIR SHARE**

### **A. PAYROLL DEDUCTION OF FAIR SHARE FEE**

The Board shall deduct from the pay of unit members who elect not to become or to remain members of the Association a fair share fee for the employee **organization's representation of such non-members** during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the employee **organization's work** in the realm of collective bargaining.

### **B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the employee organization, shall be transmitted by the employee organization to the Board Treasurer on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the employee organization.

### **C. SCHEDULE OF FAIR SHARE DEDUCTIONS**

#### **1. All Fair Share Payers**

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. **sixty (60) days' employment in a bargaining unit position** which shall be the required probationary period, or
- b. January 15.
- c. The fair share fee for unit employees newly hired after the beginning of the school year shall be properly determined or calculated by the CWEA and provided to the Board Treasurer.

#### **2. Termination of Membership During the Membership Year**

The Board Treasurer shall, upon notification from the employee organization that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member (the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction). The

deduction of this amount shall commence on the first pay occurring on or after forty-five (45) days from the termination of membership.

D. **TRANSMITTAL OF DEDUCTIONS**

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

E. **PROCEDURE FOR REBATE**

The employee organization represents to the Board that an internal rebate procedure has been established in accordance with Ohio Revised Code Section 4117.09 and that a procedure for challenging the amount of the representation fee has been established and will be given to each unit member who does not join the employee organization and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

F. **ENTITLEMENT TO REBATE**

Upon timely demand, non-members may apply to the employee organization for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the employee organization.

G. **INDEMNIFICATION OF BOARD**

The employee organization on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The employee organization shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to:
  - a. Give full and complete cooperation and assistance to the employee organization and its counsel at all levels of the proceeding,
  - b. Permit the employee organization or its affiliates to intervene as a party if it so desires, and

- c. To not oppose the employee organization or its affiliates' application to file briefs amicus curiae (Friend of the Court) in the action.
- 4. The Board acted in good-faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision.

H. **SCOPE OF ARTICLE**

This Article applies to any unit member hired on or after July 1, 2007. This Article does not apply to any unit member hired prior to July 1, 2007, except that if such a member was paying Association dues under Article II, Section A, Paragraph 5 of this Agreement as of May 9, 2007 and subsequently opts out of Association membership under that provision, it is understood that deduction of a fair share fee under this Article will be implemented as to that unit member.

## **ARTICLE IX.**

### **DURATION AND IMPLEMENTATION**

A. **DURATION**

This Agreement shall become effective upon ratification by the Association and the Board and shall remain in full force and effect from July 1, 2013, through June 30, 2015.

B. **AMENDMENT**

This Agreement shall supersede and cancel all previous agreements, verbal or written or based upon alleged past practice between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.

C. **SEVERABILITY**

If there is a conflict between a provision of this Agreement and Ohio or federal law, the Ohio or federal law shall prevail as to that provision. All other provisions of this Agreement shall remain in full force and effect. The parties will meet to negotiate any necessary change in this Agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in Ohio or federal law which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provisions within sixty (60) days by demand of either party.

D. **CONTRACT COPIES**

The Board shall pay the cost of printing copies of this Agreement. A copy shall be distributed to the Negotiating Team Members, members of the Board, and **S.E.R.B. This Agreement will be posted on the "Shared" Network Drive/District/Negotiated Agreement** for all unit members and administrative staff.

**FOR THE ASSOCIATION:**

Karla Chumicki  
President  
[Signature]  
[Signature]

**FOR THE BOARD:**

James Sotlar  
Superintendent  
[Signature]  
[Signature]

June 19, 2015  
DATE:

# ADDENDUM - A

## Canal Winchester Local Schools

100 Washington Street • Canal Winchester, Ohio 43110

### Access To Personnel Files

The Canal Winchester School District is committed to compliance with Ohio Revised Code Section 149.43 and Chapter 1347. Filling out any part or all of this form is not mandatory. However, consistent with Article II, Section D of the Board of Education's Collective Bargaining Agreement with the Canal Winchester Education Association, you are asked to provide the following information:

PLEASE FILL IN COMPLETELY: Date \_\_\_\_\_

File To Be Viewed: \_\_\_\_\_

Name of Employee \_\_\_\_\_

Name of Person Requesting  
Permission to Access File: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_

Name of Attorney (if any): \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_

Reason for requesting access to the above employee's Personnel File  
\_\_\_\_\_  
\_\_\_\_\_

### IMPORTANT

1. Upon submission to the office of the Treasurer of the above form, access will be granted promptly in light of all the relevant surrounding circumstances. The Administration will attempt to notify the employee of your request.

2. Examination of the file will be done during regular working hours (8-4) of the Board Office in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

# ADDENDUM B

## SCHEDULE OF BENEFITS

Effective July 1, 2007

### COMPREHENSIVE MEDICAL BENEFITS (Eligible Employees and Dependents)

*All benefit considerations of the Plan are subject to the Usual, Customary, and Reasonable (UCR) Allowance and Necessary Medical or Dental Services provisions of the Plan.*

#### MAXIMUM LIFETIME BENEFITS

Overall Maximum per Covered Person .....	\$3,000,000
Organ and/or Tissue Transplants.....	\$1,000,000

<u>IN-</u>	<u>OUT OF-</u>
<u>NETWORK</u>	<u>NETWORK</u>

#### CALENDAR YEAR DEDUCTIBLE

Per Covered Person.....	\$100	.....\$200
Per Covered Family .....	\$200	.....\$400

**THE CALENDAR YEAR DEDUCTIBLE APPLIES TO ALL COVERED CHARGES UNLESS SPECIFICALLY WAIVED**

#### OUT-OF-POCKET MAXIMUM PER CALENDAR YEAR

Per Covered Person (Excludes Deductible).....	\$400	.....\$1,000
Per Covered Family (Excludes Deductible) .....	\$1,000	.....\$2,000

*Note: Amounts applied to the In-network Calendar Year Deductible and Out-of-pocket Maximum will also apply to the Out-of-network Calendar Year Deductible and Out-of-pocket maximum and vice versa.*

#### WELLNESS BENEFIT (Calendar Year Deductible waived for In-Network services only) Employee, Spouse and Child(ren) Age Nine and Over Well Care

Mammogram .....	\$15 Co-Pay	.....\$25 Co-Pay,
Limited to females age 35 and over	Then 100%	Deductible, then 70%
Pap Smear, PSA Testing .....	100%	..... 70%
Maximum Calendar Year Benefit for the Following Services .....	\$1,000	.....\$200
Office Visit for Preventive Care .....	\$15 Co-pay	.....\$25 Co-pay,
	Then 100%	Deductible, then 70%
Other Preventive Services Including Lab and X-Rays .....	100%	..... 70%

**Note: The Out-of-Network maximum is included in the In-Network Maximum**

**SCHEDULE OF BENEFITS (continued )**

	<u><b>IN- NETWORK</b></u>	<u><b>OUT OF- NETWORK</b></u>
<b>Well Child Care</b>		
Well-Baby Care (For first 12 months)		
Routine Exams and Immunizations .....	\$15 Co-Pay.....	\$25 Co-Pay,
Annual maximum Benefit .....	Then 100% to \$1,000.....	Deductible, Then 70% to \$500
Well-Child Care (From Age 1 to Age 9)		
Routine Exam, Immunizations, X-Rays and Laboratory Tests.....	\$15 Co-Pay.....	\$25 Co-Pay,
Annual maximum Benefit .....	Then 100% to \$1,000.....	Deductible, Then 70% to \$150

**Note: The Out-of-Network maximum is included in the In-Network Maximum**

**HOSPITAL BENEFIT**

**Inpatient**

Medically Necessary Room, Board and Miscellaneous Expenses .....	90%.....	70%
Calendar Year Maximum for Mental Health and Substance Abuse Services (combined) – 31 days		

*Note 1: The co-payment for Out-of-Network treatment for Mental Health and Substance Abuse Services does not apply to the Out-of-Pocket Maximum*

*Note 2: Pre-Certification for Hospital admissions is required (See Hospital Benefit description for maternity exception.) Failure to pre-certify the Hospital admission will result in the Covered Person being responsible for 50% of covered charges.*

**Outpatient**

Pre-Admission Testing.....	90%.....	70%
Surgical Facilities .....	90%.....	70%
Diagnostic X-Ray and Lab.....	90%.....	70%

**EMERGENCY ROOM (Deductible is waived In-network and Out-of-network)**

Facility Charges .....	\$100 Co-Pay,.....	\$100 Co-Pay
	Then 100%	Then 100%
Physician Charge .....	100%.....	Same as In-network

*Note: Co-payment is waived if admitted as an Inpatient within 48 hours of treatment in the Emergency Room.*

<b>URGENT CARE EXPENSE BENEFIT</b> .....	\$25 Co-pay.....	\$35 Co-pay,
<b>(Deductible is waived In-network)</b>	Then 100%	Deductible, Then 70%

<b>FREE-STANDING SURGICAL FACILITY</b> .....	90%.....	70%
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<b>AMBULANCE BENEFIT</b> .....	90%.....	Same as In-network
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**SCHEDULE OF BENEFITS (Continued)**

	<u>IN- NETWORK</u>	<u>OUT OF- NETWORK</u>
<b>SKILLED NURSING FACILITY BENEFIT</b> .....	90%.....	70%
Maximum Confinement per Calendar Year – 31 Days.		
<b>HOSPICE CARE BENEFIT</b> .....	90%.....	Paid same as In-network
<b>HOME HEALTH CARE</b> .....	90%.....	70%
<b>PRIVATE DUTY NURSING CARE</b> .....	90%.....	70%
(Maximum Benefit per Calendar Year - \$5,000)		
<b>PHYSICIAN EXPENSE BENEFIT</b>		
Office Visits ( <b>Deductible waived In-network only</b> ).....	\$15 Co-Pay.....	\$25 Co-Pay,
Related covered charges not billed by the Physician	Then 100%	Deductible,
will be paid at the appropriate benefit level for the		Then 70%
services provided.		
Surgery and Assistant Surgeon.....	90%.....	70%
Anesthesia.....	90%.....	Paid same as In-network
Hospital Inpatient Doctor Visits.....	90%.....	70%
Second Surgical Opinion.....	90%.....	70%
<i>Note: If ACMS requests that a second opinion be obtained, the Plan will pay 100% of the Second Opinion Expense</i>		
Pathology and Radiology Interpretation.....	90%.....	Paid same as In-network
<b>RADIATION AND RESPIRATORY THERAPIES, CHEMOTHERAPY, AND KIDNEY DIALYSIS BENEFIT</b> .....		
	90%.....	70%
<b>PHYSICAL AND OCCUPATIONAL THERAPY</b> .....	90%.....	70%
<b>Note: Visits in excess of 15 per Calendar year must be pre-certified by ACMS</b>		
<b>SPEECH AND VISION THERAPY</b> .....	90%.....	70%
Services will not be duplicated		
<b>CARDIAC REHABILITATION</b> .....	90%.....	70%
<b>OUTPATIENT MENTAL HEALTH, OR SUBSTANCE ABUSE TREATMENT BENEFIT (Deductible</b> .....		
<b>Waived In-network only</b> ).....	\$15 Co-Pay.....	70%
	then 100%	
Maximum Benefit: 31 visits per Calendar Year		

**SCHEDULE OF BENEFITS (Continued)**

	<u>IN- NETWORK</u>	<u>OUT OF- NETWORK</u>
<b>NEUROMUSCULOSKELETAL (CHIROPRACTIC)</b>		
EXPENSE BENEFIT.....	90%.....	70%
Maximum Benefit per Calendar Year .....	\$1,000.....	\$350
<b>Note: The Out-of-Network maximum is included in the In-Network Maximum</b>		
<b>TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ) .....</b>		
	90%.....	70%
Maximum Benefit per Calendar Year: \$1,000		
<b>DIAGNOSTIC EXPENSE BENEFIT</b>		
Outpatient Diagnostic X-Ray and Laboratory Expense .....	90% .....	70%
Independent Laboratory Expense Benefit.....	90%.....	Paid same as In-Network
<b>ALL OTHER COVERED MEDICAL EXPENSES .....</b>		
	90%.....	70%

All expenses must be submitted within 12 months from the date such charges were incurred to be eligible for benefit payment under this Plan

**PRESCRIPTION DRUG PROGRAM  
(Eligible Employees and Dependents)**

Maximum Benefit per Calendar year .....\$7,000  
(Combined Retail and Mail Order but excluding Specialty Pharmacy Services)

<b>RETAIL RX PROGRAM (30-days supply)</b>	<b>CO-PAYMENT PER PRESCRIPTION OR REFILL</b>
Generic Prescription.....	\$10
Preferred Brand-Name .....	\$25
Non-Preferred Brand-Name .....	\$50

**SPECIALTY PHARMACY SERVICES (30-day supply)**  
 Injectables (other than insulin).....\$100  
 Maximum Annual Out-of-Pocket for Injectables .....\$1,200

<b>MAIL-ORDER RX PROGRAM (90-day supply)</b>	
Generic Prescription.....	\$20
Preferred Brand-Name .....	\$50
Non-Preferred Brand-Name .....	\$100

**Prescription drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible or to the Out-of-Pocket Maximum under Comprehensive Medical Expense Benefits, but do apply to the Maximum Lifetime Benefit per Covered Person.**

**ADDENDUM C  
SALARY SCHEDULE INDEX**

**TEACHER SALARY SCHEDULE  
2015-16**

Franklin County		IRN #: 046946					
Step	BA	B, 150	MA	MA+15	MA+30	MA+45	Step
(00)	36,325	37,778	40,139	40,829	41,955	43,772	(00)
(01)	37,778	39,322	41,955	42,646	43,772	45,588	(01)
(02)	39,231	40,866	43,772	44,462	45,588	47,404	(02)
(03)	40,684	42,682	45,588	46,278	47,404	49,220	(03)
(04)	42,137	44,135	47,404	48,094	49,220	51,400	(04)
(05)	43,590	45,951	49,220	49,911	51,400	53,216	(05)
(06)	45,043	47,404	51,400	52,090	53,216	55,396	(06)
(07)	46,496	49,220	53,216	53,906	55,396	57,212	(07)
(08)	47,949	50,673	55,396	56,086	57,212	59,391	(08)
(09)	49,402	52,490	57,212	57,902	59,391	61,208	(09)
(10)	50,855	53,943	59,391	60,082	61,208	63,387	(10)
(11)	52,308	55,759	61,208	61,898	63,387	65,203	(11)
(12)	53,761	57,212	63,387	64,077	65,203	67,383	(12)
(13)	55,214	59,028	65,203	65,894	67,383	69,199	(13)
(14)	55,941	59,936	66,293	67,001	68,291	70,107	(14)
(15)	56,667	60,844	67,383	68,109	69,199	71,015	(15)
(18)	58,120	62,661	69,562	70,289	71,015	72,832	(18)
(21)	59,101	63,932	71,015	71,742	72,359	74,103	(21)
(23)	60,082	65,203	72,468	73,195	73,703	75,374	(23)
(25)	61,062	66,475	73,921	74,648	75,047	76,646	(25)
(27)	62,043	67,746	75,374	76,101	76,391	77,917	(27)
(29)	63,024	69,018	76,827	77,554	77,736	79,189	(29)
186 Duty Days		+2.5% Increase on Base Salary					
Board Approved:							

**TEACHER SALARY SCHEDULE  
2016-17**

Franklin County		IRN #: 046946					
Step	BA	B,150	MA	MA+15	MA+30	MA+45	Step
(00)	37,232	38,721	41,141	41,849	43,003	44,865	(00)
(01)	38,721	40,304	43,003	43,710	44,865	46,726	(01)
(02)	40,211	41,886	44,865	45,572	46,726	48,588	(02)
(03)	41,700	43,748	46,726	47,434	48,588	50,449	(03)
(04)	43,189	45,237	48,588	49,295	50,449	52,683	(04)
(05)	44,678	47,098	50,449	51,157	52,683	54,545	(05)
(06)	46,168	48,588	52,683	53,391	54,545	56,779	(06)
(07)	47,657	50,449	54,545	55,252	56,779	58,640	(07)
(08)	49,146	51,939	56,779	57,486	58,640	60,874	(08)
(09)	50,636	53,800	58,640	59,348	60,874	62,736	(09)
(10)	52,125	55,290	60,874	61,582	62,736	64,970	(10)
(11)	53,614	57,151	62,736	63,443	64,970	66,831	(11)
(12)	55,103	58,640	64,970	65,677	66,831	69,065	(12)
(13)	56,593	60,502	66,831	67,539	69,065	70,927	(13)
(14)	57,337	61,433	67,948	68,674	69,996	71,858	(14)
(15)	58,082	62,364	69,065	69,810	70,927	72,789	(15)
(18)	59,571	64,225	71,299	72,044	72,789	74,650	(18)
(21)	60,576	65,528	72,789	73,533	74,166	75,953	(21)
(23)	61,582	66,831	74,278	75,022	75,544	77,256	(23)
(25)	62,587	68,135	75,767	76,512	76,921	78,560	(25)
(27)	63,592	69,438	77,256	78,001	78,299	79,863	(27)
(29)	64,598	70,741	78,746	79,490	79,676	81,166	(29)
186 Duty Days		+2.5% Increase on Base Salary					
Board Approved:							

**TEACHER SALARY SCHEDULE**

**2017-18**

Franklin County		IRN #: 046946					
Step	BA	B,150	MA	MA+15	MA+30	MA+45	Step
(00)	37,977	39,496	41,965	42,686	43,863	45,762	(00)
(01)	39,496	41,110	43,863	44,585	45,762	47,661	(01)
(02)	41,015	42,724	45,762	46,484	47,661	49,560	(02)
(03)	42,534	44,623	47,661	48,383	49,560	51,459	(03)
(04)	44,053	46,142	49,560	50,282	51,459	53,737	(04)
(05)	45,572	48,041	51,459	52,180	53,737	55,636	(05)
(06)	47,091	49,560	53,737	54,459	55,636	57,915	(06)
(07)	48,611	51,459	55,636	56,358	57,915	59,814	(07)
(08)	50,130	52,978	57,915	58,636	59,814	62,092	(08)
(09)	51,649	54,877	59,814	60,535	62,092	63,991	(09)
(10)	53,168	56,396	62,092	62,814	63,991	66,270	(10)
(11)	54,687	58,295	63,991	64,713	66,270	68,169	(11)
(12)	56,206	59,814	66,270	66,991	68,169	70,447	(12)
(13)	57,725	61,713	68,169	68,890	70,447	72,346	(13)
(14)	58,485	62,662	69,308	70,049	71,397	73,296	(14)
(15)	59,244	63,611	70,447	71,207	72,346	74,245	(15)
(18)	60,763	65,510	72,726	73,485	74,245	76,144	(18)
(21)	61,789	66,840	74,245	75,005	75,650	77,473	(21)
(23)	62,814	68,169	75,764	76,524	77,055	78,802	(23)
(25)	63,839	69,498	77,283	78,043	78,460	80,131	(25)
(27)	64,865	70,827	78,802	79,562	79,866	81,461	(27)
(29)	65,890	72,156	80,321	81,081	81,271	82,790	(29)
186 Duty Days		+2.5% Increase on Base Salary					
Board Approved:							

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE**

**SALARY BASE** **2015-16**  
**Board Approved 04/20/2015** **\$36,325**

**A**

Basketball - Varsity (B/G) Web Master  
 Football - Varsity

Exp.	Index	2015-16
0	10.0%	\$3,633
1-2	11.0%	3,996
3-4	12.0%	4,359
5-6	13.0%	4,722
7-8	14.0%	5,086
9-10	15.0%	5,449
11-14	16.5%	5,994
15-18	18.0%	6,539
19-22	19.5%	7,083
23-26	21.0%	7,628
27-30	22.5%	8,173

**B**

Baseball - Varsity Track - Varsity (B/G)  
 Cross Country - Varsity (B/G) Volleyball - Varsity  
 Soccer - Varsity (B/G) Wrestling - Varsity  
 Softball - Varsity

Exp.	Index	2015-16
0	8.5%	\$3,088
1-2	9.0%	3,269
3-4	9.5%	3,451
5-6	10.0%	3,633
7-8	10.5%	3,814
9-10	11.0%	3,996
11-14	12.5%	4,541
15-18	14.0%	5,086
19-22	15.5%	5,630
23-26	17.0%	6,175
27-30	18.5%	6,720

**C**

Basketball - Varsity Assistant (B/G) Football - JV  
 Basketball - JV (B/G) Golf - Varsity (B/G)  
 Cheerleading - Varsity Basketball Marching Band Director  
 Cheerleading - Varsity Football Tennis - Varsity (B/G)  
 Football - Varsity Assistant

Exp.	Index	2015-16
0	8.0%	\$2,906
1-2	8.5%	3,088
3-4	9.0%	3,269
5-6	9.5%	3,451
7-8	10.0%	3,633
9-10	10.5%	3,814
11-14	11.5%	4,177
15-18	12.5%	4,541
19-22	13.5%	4,904
23-26	14.5%	5,267
27-30	15.5%	5,630

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE**

**SALARY BASE** **2015-16**  
**Board Approved 04/20/2015** **\$36,325**

**D**

Baseball - Varsity Assistant	Softball - JV
Baseball - JV	Summer School Supervisor
Basketball - Freshman (B/G)	Track - Varsity Assistant (B/G)
Cross Country-Varsity Assistant (B/G)	Volleyball - JV
Football - Freshman	Volleyball - Varsity Assistant
Soccer - Varsity Assistant (B/G)	Wrestling - Varsity Assistant
Soccer - JV (B/G)	Wrestling - JV
Softball - Varsity Assistant	Yearbook - High School

Exp.	Index	2015-16
0	7.0%	\$2,543
1-2	7.5%	2,724
3-4	8.0%	2,906
5-6	8.5%	3,088
7-8	9.0%	3,269
9-10	9.5%	3,451
11-14	10.25%	3,723
15-18	11.00%	3,996
19-22	11.75%	4,268
23-26	12.50%	4,541
27-30	13.25%	4,813

**E**

Baseball - Freshman	Football - 8th Grade
Basketball - 8th Grade (B/G)	Football - 7th Grade
Basketball - 7th Grade (B/G)	Golf - JV (B/G)
Cheerleading - JV Basketball	Softball - Freshman
Cheerleading - JV Football	Volleyball - Freshman
Faculty Manager (seasonal)	

Exp.	Index	2015-16
0	6.0%	\$2,180
1-2	6.5%	2,361
3-4	7.0%	2,543
5-6	7.5%	2,724
7-8	8.0%	2,906
9-10	8.5%	3,088
11-14	9.0%	3,269
15-18	9.5%	3,451
19-22	10.0%	3,633
23-26	10.5%	3,814
27-30	11.0%	3,996

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE**

**SALARY BASE**

**2015-16**

**Board Approved 04/20/2015**

**\$36,325**

**F**

Academic Team Advisor - High School	Softball - 8th Grade
Assistant Web Master	Volleyball - 7th Grade
Baseball - 7th Grade	Volleyball - 8th Grade
Baseball - 8th Grade	Track - Junior High (B/G)
Cross Country - Middle School	Wrestling - Middle School
Softball - 7th Grade	Virtual Learning Academy

Exp.	Index	2015-16
0	5.0%	\$1,816
1-2	5.5%	1,998
3-4	6.0%	2,180
5-6	6.5%	2,361
7-8	7.0%	2,543
9-10	7.5%	2,724
11-14	8.0%	2,906
15-18	8.5%	3,088
19-22	9.0%	3,269
23-26	9.5%	3,451
27-30	10.0%	3,633

**G**

Assistant Marching Band Director	High School Department Heads
Cheerleading - Freshman Basketball	High School Related Arts Department Head
Cheerleading - Freshman Football	High School or Middle School Vocal Music
Elementary Grade Level Chair (one per grade level)	Middle School Grade Leader (one per grade)
Elementary Related Arts Chair (one per building)	Middle School Related Arts Team Representative

Exp.	Index	2015-16
0	4.75%	\$1,725
1-2	5.00%	1,816
3-4	5.50%	1,998
5-6	6.00%	2,180
7-8	6.50%	2,361
9-10	7.00%	2,543
11-14	7.50%	2,724
15-18	8.00%	2,906
19-22	8.50%	3,088
23-26	9.00%	3,269
27-30	9.50%	3,451

**H**

Auxiliary Band Corps Advisor	Cheerleading - 8th Grade Football
Cheerleading - 7th Grade Basketball	Percussion Advisor
Cheerleading - 8th Grade Basketball	Play or Musical
Cheerleading - 7th Grade Football	HS or MS Play or Musical

Exp.	Index	2015-16
0	3.25%	\$1,181
1-2	3.75%	1,362
3-4	4.25%	1,544
5-6	4.75%	1,725
7-8	5.25%	1,907
9-10	5.75%	2,089
11-14	6.25%	2,270
15-18	6.75%	2,452
19-22	7.25%	2,634
23-26	7.75%	2,815
27-30	8.25%	2,997

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE**

**SALARY BASE** **2015-16**  
**Board Approved 04/20/2015** **\$36,325**

**I**

Junior Class Advisor	Yearbook (Elementary)
Math Counts	Yearbook (Intermediate)
Ohio Model United Nations (OMUN)	Yearbook (Middle School)
Science Olympiad	

Exp.	Index	2015-16
0	2.5%	\$908
1-2	3.0%	1,090
3-4	3.5%	1,271
5-6	4.0%	1,453
7-8	4.5%	1,635
9-10	5.0%	1,816
11-14	5.25%	1,907
15-18	5.50%	1,998
19-22	5.75%	2,089
23-26	6.00%	2,180
27-30	6.25%	2,270

**J**

Elementary Intervention Assistance Team (10)	Pep Band - High School
Musical/Vocal Music Director (HS)	Weight Room Supervisor (Seasonal)

Exp.	Index	2015-16
0	2.0%	\$727
1-2	2.5%	908
3-4	3.0%	1,090
5-6	3.5%	1,271
7-8	4.0%	1,453
9-10	4.5%	1,635
11-14	4.75%	1,725
15-18	5.00%	1,816
19-22	5.25%	1,907
23-26	5.50%	1,998
27-30	5.75%	2,089

**K**

LPDC Teacher Stipends	Student Council Advisor - High School
Musical/Instrumental Music Director (HS)	Student Council Advisor - Middle School

Exp.	Index	2015-16
0	1.5%	\$545
1-2	2.0%	727
3-4	2.5%	908
5-6	3.0%	1,090
7-8	3.5%	1,271
9-10	4.0%	1,453
11-14	4.25%	1,544
15-18	4.50%	1,635
19-22	4.75%	1,725
23-26	5.00%	1,816
27-30	5.25%	1,907

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE**

**SALARY BASE** **2015-16**  
**Board Approved 04/20/2015** **\$36,325**

**L**

Freshman Class Advisor	Senior Class Advisor
Honor Society Advisor	Sophomore Class Advisor
Insurance Committee Chair	

Exp.	Index	2015-16
0	1.0%	\$363
1-2	1.5%	545
3-4	2.0%	727
5-6	2.5%	908
7-8	3.0%	1,090
9-10	3.5%	1,271
11-14	3.75%	1,362
15-18	4.00%	1,453
19-22	4.25%	1,544
23-26	4.50%	1,635
27-30	4.75%	1,725

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2016-17</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,232</b>
<b>A</b>		
Basketball - Varsity (B/G)		Web Master
Football - Varsity		
Exp.	Index	2016-17
0	10.0%	\$3,723
1-2	11.0%	4,096
3-4	12.0%	4,468
5-6	13.0%	4,840
7-8	14.0%	5,212
9-10	15.0%	5,585
11-14	16.5%	6,143
15-18	18.0%	6,702
19-22	19.5%	7,260
23-26	21.0%	7,819
27-30	22.5%	8,377
<b>B</b>		
Baseball - Varsity		Track - Varsity (B/G)
Cross Country - Varsity (B/G)		Volleyball - Varsity
Soccer - Varsity (B/G)		Wrestling - Varsity
Softball - Varsity		
Exp.	Index	2016-17
0	8.5%	\$3,165
1-2	9.0%	3,351
3-4	9.5%	3,537
5-6	10.0%	3,723
7-8	10.5%	3,909
9-10	11.0%	4,096
11-14	12.5%	4,654
15-18	14.0%	5,212
19-22	15.5%	5,771
23-26	17.0%	6,329
27-30	18.5%	6,888
<b>C</b>		
Basketball - Varsity Assistant (B/G)		Football - JV
Basketball - JV (B/G)		Golf - Varsity (B/G)
Cheerleading - Varsity Basketball		Marching Band Director
Cheerleading - Varsity Football		Tennis - Varsity (B/G)
Football - Varsity Assistant		
Exp.	Index	2016-17
0	8.0%	\$2,979
1-2	8.5%	3,165
3-4	9.0%	3,351
5-6	9.5%	3,537
7-8	10.0%	3,723
9-10	10.5%	3,909
11-14	11.5%	4,282
15-18	12.5%	4,654
19-22	13.5%	5,026
23-26	14.5%	5,399
27-30	15.5%	5,771

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>	<b>2016-17</b>
<b>Board Approved 04/20/2015</b>	<b>\$37,232</b>

**D**

Baseball - Varsity Assistant	Softball - JV	
Baseball - JV	Summer School Supervisor	
Basketball - Freshman (B/G)	Track - Varsity Assistant (B/G)	
Cross Country-Varsity Assistant(B/G)	Volleyball - JV	
Football - Freshman	Volleyball - Varsity Assistant	
Soccer - Varsity Assistant (B/G)	Wrestling - Varsity Assistant	
Soccer - JV (B/G)	Wrestling - JV	
Softball - Varsity Assistant	Yearbook - High School	
Exp.	Index	2016-17
0	7.0%	\$2,606
1-2	7.5%	2,792
3-4	8.0%	2,979
5-6	8.5%	3,165
7-8	9.0%	3,351
9-10	9.5%	3,537
11-14	10.25%	3,816
15-18	11.00%	4,096
19-22	11.75%	4,375
23-26	12.50%	4,654
27-30	13.25%	4,933

**E**

Baseball - Freshman	Football - 8th Grade	
Basketball - 8th Grade (B/G)	Football - 7th Grade	
Basketball - 7th Grade (B/G)	Golf - JV (B/G)	
Cheerleading - JV Basketball	Softball - Freshman	
Cheerleading - JV Football	Volleyball - Freshman	
Faculty Manager (seasonal)		
Exp.	Index	2016-17
0	6.0%	\$2,234
1-2	6.5%	2,420
3-4	7.0%	2,606
5-6	7.5%	2,792
7-8	8.0%	2,979
9-10	8.5%	3,165
11-14	9.0%	3,351
15-18	9.5%	3,537
19-22	10.0%	3,723
23-26	10.5%	3,909
27-30	11.0%	4,096

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2016-17</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,232</b>
<b>F</b>		
Academic Team Advisor - High School		Softball - 8th Grade
Assistant Web Master		Volleyball - 7th Grade
Baseball - 7th Grade		Volleyball - 8th Grade
Baseball - 8th Grade		Track - Junior High (B/G)
Cross Country - Middle School		Wrestling - Middle School
Softball - 7th Grade		Virtual Learning Academy
<b>Exp.</b>	<b>Index</b>	<b>2016-17</b>
0	5.0%	\$1,862
1-2	5.5%	2,048
3-4	6.0%	2,234
5-6	6.5%	2,420
7-8	7.0%	2,606
9-10	7.5%	2,792
11-14	8.0%	2,979
15-18	8.5%	3,165
19-22	9.0%	3,351
23-26	9.5%	3,537
27-30	10.0%	3,723
<b>G</b>		
Assistant Marching Band Director		High School Department Heads
Cheerleading - Freshman Basketball		High School Related Arts Department Head
Cheerleading - Freshman Football		High School or Middle School Vocal Music
Elementary Grade Level Chair (one per grade level)		Middle School Grade Leader (one per grade)
Elementary Related Arts Chair (one per building)		Middle School Related Arts Team Representative
<b>Exp.</b>	<b>Index</b>	<b>2016-17</b>
0	4.75%	\$1,769
1-2	5.00%	1,862
3-4	5.50%	2,048
5-6	6.00%	2,234
7-8	6.50%	2,420
9-10	7.00%	2,606
11-14	7.50%	2,792
15-18	8.00%	2,979
19-22	8.50%	3,165
23-26	9.00%	3,351
27-30	9.50%	3,537
<b>H</b>		
Auxiliary Band Corps Advisor		Cheerleading - 8th Grade Football
Cheerleading - 7th Grade Basketball		Percussion Advisor
Cheerleading - 8th Grade Basketball		Play or Musical
Cheerleading - 7th Grade Football		HS or MS Play or Musical
<b>Exp.</b>	<b>Index</b>	<b>2016-17</b>
0	3.25%	\$1,210
1-2	3.75%	1,396
3-4	4.25%	1,582
5-6	4.75%	1,769
7-8	5.25%	1,955
9-10	5.75%	2,141
11-14	6.25%	2,327
15-18	6.75%	2,513
19-22	7.25%	2,699
23-26	7.75%	2,885
27-30	8.25%	3,072

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2016-17</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,232</b>
<b>I</b>		
Junior Class Advisor		Yearbook (Elementary)
Math Counts		Yearbook (Intermediate)
Ohio Model United Nations (OMUN)		Yearbook (Middle School)
Science Olympiad		
Exp.	Index	2016-17
0	2.5%	\$931
1-2	3.0%	1,117
3-4	3.5%	1,303
5-6	4.0%	1,489
7-8	4.5%	1,675
9-10	5.0%	1,862
11-14	5.25%	1,955
15-18	5.50%	2,048
19-22	5.75%	2,141
23-26	6.00%	2,234
27-30	6.25%	2,327
<b>J</b>		
Elementary Intervention Assistance Team (10)		Pep Band - High School
Musical/Vocal Music Director (HS)		Weight Room Supervisor (Seasonal)
Exp.	Index	2016-17
0	2.0%	\$745
1-2	2.5%	931
3-4	3.0%	1,117
5-6	3.5%	1,303
7-8	4.0%	1,489
9-10	4.5%	1,675
11-14	4.75%	1,769
15-18	5.00%	1,862
19-22	5.25%	1,955
23-26	5.50%	2,048
27-30	5.75%	2,141
<b>K</b>		
LPDC Teacher Stipends		Student Council Advisor - High School
Musical/Instrumental Music Director (HS)		Student Council Advisor - Middle School
Exp.	Index	2016-17
0	1.5%	\$558
1-2	2.0%	745
3-4	2.5%	931
5-6	3.0%	1,117
7-8	3.5%	1,303
9-10	4.0%	1,489
11-14	4.25%	1,582
15-18	4.50%	1,675
19-22	4.75%	1,769
23-26	5.00%	1,862
27-30	5.25%	1,955

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2016-17</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,232</b>
<b>L</b>		
Freshman Class Advisor		Senior Class Advisor
Honor Society Advisor		Sophomore Class Advisor
Insurance Committee Chair		
Exp.	Index	2016-17
0	1.0%	\$372
1-2	1.5%	558
3-4	2.0%	745
5-6	2.5%	931
7-8	3.0%	1,117
9-10	3.5%	1,303
11-14	3.75%	1,396
15-18	4.00%	1,489
19-22	4.25%	1,582
23-26	4.50%	1,675
27-30	4.75%	1,769

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2017-18</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,977</b>
<b>A</b>		
Basketball - Varsity (B/G)		Web Master
Football - Varsity		
Exp.	Index	2017-18
0	10.0%	\$3,798
1-2	11.0%	4,177
3-4	12.0%	4,557
5-6	13.0%	4,937
7-8	14.0%	5,317
9-10	15.0%	5,697
11-14	16.5%	6,266
15-18	18.0%	6,836
19-22	19.5%	7,406
23-26	21.0%	7,975
27-30	22.5%	8,545
<b>B</b>		
Baseball - Varsity		Track - Varsity (B/G)
Cross Country - Varsity (B/G)		Volleyball - Varsity
Soccer - Varsity (B/G)		Wrestling - Varsity
Softball - Varsity		
Exp.	Index	2017-18
0	8.5%	\$3,228
1-2	9.0%	3,418
3-4	9.5%	3,608
5-6	10.0%	3,798
7-8	10.5%	3,988
9-10	11.0%	4,177
11-14	12.5%	4,747
15-18	14.0%	5,317
19-22	15.5%	5,886
23-26	17.0%	6,456
27-30	18.5%	7,026
<b>C</b>		
Basketball - Varsity Assistant (B/G)		Football - JV
Basketball - JV (B/G)		Golf - Varsity (B/G)
Cheerleading - Varsity Basketball		Marching Band Director
Cheerleading - Varsity Football		Tennis - Varsity (B/G)
Football - Varsity Assistant		
Exp.	Index	2017-18
0	8.0%	\$3,038
1-2	8.5%	3,228
3-4	9.0%	3,418
5-6	9.5%	3,608
7-8	10.0%	3,798
9-10	10.5%	3,988
11-14	11.5%	4,367
15-18	12.5%	4,747
19-22	13.5%	5,127
23-26	14.5%	5,507
27-30	15.5%	5,886

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2017-18</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,977</b>
<b>D</b>		
Baseball - Varsity Assistant		Softball - JV
Baseball - JV		Summer School Supervisor
Basketball - Freshman (B/G)		Track - Varsity Assistant (B/G)
Cross Country-Varsity Assistant (B/G)		Volleyball - JV
Football - Freshman		Volleyball - Varsity Assistant
Soccer - Varsity Assistant (B/G)		Wrestling - Varsity Assistant
Soccer - JV (B/G)		Wrestling - JV
Softball - Varsity Assistant		Yearbook - High School
Exp.	Index	2017-18
0	7.0%	\$2,658
1-2	7.5%	2,848
3-4	8.0%	3,038
5-6	8.5%	3,228
7-8	9.0%	3,418
9-10	9.5%	3,608
11-14	10.25%	3,893
15-18	11.00%	4,177
19-22	11.75%	4,462
23-26	12.50%	4,747
27-30	13.25%	5,032
<b>E</b>		
Baseball - Freshman		Football - 8th Grade
Basketball - 8th Grade (B/G)		Football - 7th Grade
Basketball - 7th Grade (B/G)		Golf - JV (B/G)
Cheerleading - JV Basketball		Softball - Freshman
Cheerleading - JV Football		Volleyball - Freshman
Faculty Manager (seasonal)		
Exp.	Index	2017-18
0	6.0%	\$2,279
1-2	6.5%	2,469
3-4	7.0%	2,658
5-6	7.5%	2,848
7-8	8.0%	3,038
9-10	8.5%	3,228
11-14	9.0%	3,418
15-18	9.5%	3,608
19-22	10.0%	3,798
23-26	10.5%	3,988
27-30	11.0%	4,177

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2017-18</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,977</b>
<b>F</b>		
Academic Team Advisor - High School		Softball - 8th Grade
Assistant Web Master		Volleyball - 7th Grade
Baseball - 7th Grade		Volleyball - 8th Grade
Baseball - 8th Grade		Track - Junior High (B/G)
Cross Country - Middle School		Wrestling - Middle School
Softball - 7th Grade		Virtual Learning Academy
Exp.	Index	2017-18
0	5.0%	\$1,899
1-2	5.5%	2,089
3-4	6.0%	2,279
5-6	6.5%	2,469
7-8	7.0%	2,658
9-10	7.5%	2,848
11-14	8.0%	3,038
15-18	8.5%	3,228
19-22	9.0%	3,418
23-26	9.5%	3,608
27-30	10.0%	3,798
<b>G</b>		
Assistant Marching Band Director		High School Department Heads
Cheerleading - Freshman Basketball		High School Related Arts Department Head
Cheerleading - Freshman Football		High School or Middle School Vocal Music
Elementary Grade Level Chair (one per grade level)		Middle School Grade Leader (one per grade)
Elementary Related Arts Chair (one per building)		Middle School Related Arts Team Representative
Exp.	Index	2017-18
0	4.75%	\$1,804
1-2	5.00%	1,899
3-4	5.50%	2,089
5-6	6.00%	2,279
7-8	6.50%	2,469
9-10	7.00%	2,658
11-14	7.50%	2,848
15-18	8.00%	3,038
19-22	8.50%	3,228
23-26	9.00%	3,418
27-30	9.50%	3,608
<b>H</b>		
Auxiliary Band Corps Advisor		Cheerleading - 8th Grade Football
Cheerleading - 7th Grade Basketball		Percussion Advisor
Cheerleading - 8th Grade Basketball		Play or Musical
Cheerleading - 7th Grade Football		HS or MS Play or Musical
Exp.	Index	2017-18
0	3.25%	\$1,234
1-2	3.75%	1,424
3-4	4.25%	1,614
5-6	4.75%	1,804
7-8	5.25%	1,994
9-10	5.75%	2,184
11-14	6.25%	2,374
15-18	6.75%	2,563
19-22	7.25%	2,753
23-26	7.75%	2,943
27-30	8.25%	3,133

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2017-18</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,977</b>
<b>I</b>		
Junior Class Advisor		Yearbook (Elementary)
Math Counts		Yearbook (Intermediate)
Ohio Model United Nations (OMUN)		Yearbook (Middle School)
Science Olympiad		
Exp.	Index	2017-18
0	2.5%	\$949
1-2	3.0%	1,139
3-4	3.5%	1,329
5-6	4.0%	1,519
7-8	4.5%	1,709
9-10	5.0%	1,899
11-14	5.25%	1,994
15-18	5.50%	2,089
19-22	5.75%	2,184
23-26	6.00%	2,279
27-30	6.25%	2,374
<b>J</b>		
Elementary Intervention Assistance Team (10)		Pep Band - High School
Musical/Vocal Music Director (HS)		Weight Room Supervisor (Seasonal)
Exp.	Index	2017-18
0	2.0%	\$760
1-2	2.5%	949
3-4	3.0%	1,139
5-6	3.5%	1,329
7-8	4.0%	1,519
9-10	4.5%	1,709
11-14	4.75%	1,804
15-18	5.00%	1,899
19-22	5.25%	1,994
23-26	5.50%	2,089
27-30	5.75%	2,184
<b>K</b>		
LPDC Teacher Stipends		Student Council Advisor - High School
Musical/Instrumental Music Director (HS)		Student Council Advisor - Middle School
Exp.	Index	2017-18
0	1.5%	\$570
1-2	2.0%	760
3-4	2.5%	949
5-6	3.0%	1,139
7-8	3.5%	1,329
9-10	4.0%	1,519
11-14	4.25%	1,614
15-18	4.50%	1,709
19-22	4.75%	1,804
23-26	5.00%	1,899
27-30	5.25%	1,994

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**SUPPLEMENTAL SALARY SCHEDULE**

<b>SALARY BASE</b>		<b>2017-18</b>
<b>Board Approved 04/20/2015</b>		<b>\$37,977</b>
<b>L</b>		
Freshman Class Advisor		Senior Class Advisor
Honor Society Advisor		Sophomore Class Advisor
Insurance Committee Chair		
Exp.	Index	2017-18
1-2	1.5%	570
3-4	2.0%	760
5-6	2.5%	949
7-8	3.0%	1,139
9-10	3.5%	1,329
11-14	3.75%	1,424
15-18	4.00%	1,519
19-22	4.25%	1,614
23-26	4.50%	1,709
27-30	4.75%	1,804

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

**OLD - SUPPLEMENTAL SALARY SCHEDULE - OLD**

Grandfathered Positions-As long as the current employees continues in this position, this is the salary schedule that is used for contract payment

<b>SALARY BASE</b>	2015-16
	\$3,624

**C**

<b>Faculty Manager</b>		<b>Track - Varsity Assistant (B/G)</b>
Years Exp.	Index	2015-16
0	6.5%	\$236
1-2	7.0%	254
3-4	7.5%	272
5-6	8.0%	290
7-8	8.5%	308
9-10	9.0%	326
11-14	10.5%	381
15-18	12.0%	435

**Supplemental Salary Schedule Committee - General Information**

3. If a person is holding a position currently that results in a reduction of pay, they will be grandfathered at the old salary schedule until the new schedule matches the old salary schedule.

5/22/12 - Correction for Schedule B  
 Removed "Football-Varsity Assistant"  
 Added "Basketball-JV (B/G)"

8/19/13 - Schedule B removed.

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
 OLD - SUPPLEMENTAL SALARY SCHEDULE - OLD**

Grandfathered Positions-As long as the current employees continues in this position, this is the salary schedule that is used for contract payment

<b>SALARY BASE</b>		2016-17
		\$37,232

**C**

<b>Faculty Manager</b>		<b>Track - Varsity Assistant (B/G)</b>
Years Exp.	Index	2016-17
0	6.5%	\$2,420
1-2	7.0%	2,606
3-4	7.5%	2,792
5-6	8.0%	2,979
7-8	8.5%	3,165
9-10	9.0%	3,351
11-14	10.5%	3,909
15-18	12.0%	4,468

**Supplemental Salary Schedule Committee - General Information**

3. If a person is holding a position currently that results in a reduction of pay, they will be grandfathered at the old salary schedule until the new schedule matches the old salary schedule.

5/22/12 - Correction for Schedule B		
Removed "Football-Varsity Assistant"		
Added "Basketball-JV (B/G)"		
8/19/13 - Schedule B removed.		

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT  
 OLD - SUPPLEMENTAL SALARY SCHEDULE - OLD**

Grandfathered Positions-As long as the current employees continues in this position, this is the salary schedule that is used for contract payment

<b>SALARY BASE</b>		2017-18
		\$37,977

**C**

<b>Faculty Manager</b>		<b>Track - Varsity Assistant (B/G)</b>
Years Exp.	Index	2017-18
0	6.5%	\$2,469
1-2	7.0%	2,658
3-4	7.5%	2,848
5-6	8.0%	3,038
7-8	8.5%	3,228
9-10	9.0%	3,418
11-14	10.5%	3,988
15-18	12.0%	4,557

**Supplemental Salary Schedule Committee - General Information**

3. If a person is holding a position currently that results in a reduction of pay, they will be grandfathered at the old salary schedule until the new schedule matches the old salary schedule.

5/22/12 - Correction for Schedule B Removed "Football-Varsity Assistant" Added "Basketball-JV (B/G) "		
8/19/13 - Schedule B removed.		

## **MEMORANDUM OF UNDERSTANDING**

### **A. EVALUATION COMMITTEE**

1. The evaluation committee shall be comprised of a maximum of up to six (6) association members to be appointed by the Association President or Co-President and up to six (6) members to be appointed by the Superintendent. Additionally, the Board and the Association representative shall be a member of this committee.
2. The committee will be co-chaired by one (1) association member and one (1) administration member. **The meeting dates and agenda's will be set jointly by the co-chairs. The first meeting of the evaluation committee shall occur within two weeks of the parties' ratification.**
3. The committee shall develop ground rules by which the committee shall operate.
4. The evaluation committee is charged with assessing and reviewing the possible items including but not limited to:
  - a. Timelines – pre/post observation conference
  - b. Walkthrough issues (length and frequency)
  - c. Define evaluator
  - d. Due process and recourse of evaluation procedure and process
  - e. Schedule of observations (e.g. six (6) weeks between observations)
  - f. The evaluation/observation process should attempt to align to timelines in current contract as much as possible.

\*\*However there is no requirement that all items, a. – f. shall be in the agreed upon Memorandum of Understanding.
5. Any agreement by the evaluation committee must be ratified by the Association and Board.
6. The target date for completion of the evaluations recommendations will be August 1, 2015.