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STATE EMPLOYMENT
RELATIONS BOARD

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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, 2005 through June 30, 2006

60

CONTENTS

	<u>PAGE</u>
ARTICLE I. - NEGOTIATIONS PROCEDURE	
A. Preamble	1
B. Recognition	1
C. Individual and Organizational Rights.....	1
D. Representation.....	2
E. Request For Meetings.....	2
F. While Negotiations Are In Progress.....	2
G. Procedure For Resolution	3
H. Issues Council.....	3
I. Labor Management Committee.....	4
 ARTICLE II. - RIGHTS	
A. Association Rights	4
B. Board Of Education Rights	5
C. Individual Rights	6
D. Personnel File	6
E. Physical Examinations.....	7
F. Chronic Communicable Diseases	7
1. Purpose	7
2. Confidentiality	7
3. Public Management	8
4. Identification.....	8
5. Nondiscrimination.....	8
6. Evaluation Team	8
G. Professional And Academic Freedom.....	9
 ARTICLE III. - UNIT MEMBER CONDITIONS	
A. Contracts	10
1. Contract Eligibility.....	10
2. Continuing Contracts	10
3. Non-renewal of Contract.....	11
B. Grievance Procedure	12
C. Reduction In Force	14
D. Vacancies And Transfers.....	16
1. Section I. - Posting of Unit Vacancies.....	16
2. Section II. - Transfers and Reassignments	17
E. Unit Member Day And Year	18
F. Working Conditions	19
1. Teaching Environment.....	19
2. Facilities	20
3. Class Size	20
4. Least Restrictive Environment	21

	<u>PAGE</u>
5. Board Forms	21
6. School Discipline Procedure.....	21
7. Evaluation Procedure.....	21
8. Local Professional Development Committee	22
G. Job Sharing	24
H. Entry Year Committee and Mentors	25
I. Employment of STRS Retirees.....	26

ARTICLE IV. - LEAVES

A. Attendance At Professional Meetings	27
B. Association Leave.....	27
C. Court Leave	27
D. Unpaid Leaves	27
1. Short Term Unpaid Leaves.....	27
2. Extended Unpaid Leaves.....	28
3. Unpaid Medical Leave	28
4. Family and Medical Leave Act of 1993	29
E. Unrestricted Personal Leave.....	29
F. Child Care Leave	29
G. Sick Leave	31
H. Catastrophic Sick Leave Bank.....	32
I. Assault Leave.....	32

ARTICLE V. - FINANCIAL

A. Insurance Coverage	33
B. Pay Practices	34
1. Regulations.....	34
2. Direct Deposit Information.....	36
3. Payroll Deductions.....	37
C. Salary Index	38
D. Salary Schedules	39
E. Tutor Salary Schedule.....	40
F. Supplemental Salary Schedule.....	40
G. Severance Pay	44
H. STRS Pick-Up	44
I. Planning Time Compensation	45
J. Tuition Reimbursement.....	45
K. Tuition Waiver.....	45
L. Early Retirement Incentive.....	46
M. Compensation to Association Leaders	46

ARTICLE VI. - DURATION AND IMPLEMENTATION

A.	Duration of Contract	47
B.	Contract Amendment.....	47
C.	Severability	47
D.	Contract Copies.....	47

ADDENDUMS

A.	Access To Personnel Files	48
B.	Schedule Of Benefits	49

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 ninety (90) days nor later than sixty (60) days 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 fifteen (15) calendar days of the date listed on the initial request for negotiations, unless both parties agree on a later date.

At the first meeting, the Board and the Association will present fully written proposals. No new matters shall be introduced during negotiations without mutual consent.

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.
3. The purpose of the committee shall be to assist in the process of open communications between the parties. It's 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. Meetings shall be held during non-working time and in keeping with Board policy governing use of the building.
2. Use of school equipment such as duplicating machines, typewriters, calculators, and audio-visual machines 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 shall receive an advance copy of the agenda of each Board meeting. Such agenda shall be sent to the Association by inner school mail at the same time it is sent to the Board members.
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. The Association shall receive a copy of the Board By-Laws and Policy Manual and all updates in a timely manner.
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.

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. Confidentiality shall be maintained in accordance with Ohio Revised Code, Sections 149.43 and 1347.01-10.
 - a. Any other person - excluding the Superintendent, his/her designee, members of the Board, the Board's legal counsel, the unit members

representative and/or legal counsel, and central office personnel responsible for maintaining the file - shall not be granted entrance or review of the file without seventy-two (72) hours notice to the unit member. The notice shall include the person's name, address and phone number; the name, address and phone number of the person's attorney; and the specific reason for the request, if available.

- b. 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

educational goals and objectives established by the adopted graded course of study.

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 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 are precluded.

- 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.

B. 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. A "day" shall be defined as a school calendar day for which all unit members are compensated. By mutual agreement, the parties may expedite the grievance procedure through the summer break.
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 five (5) 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 five (5) days after submittal. Within five (5) 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 five (5) days of receipt of the principal's disposition, submit the grievance form to the Superintendent. A meeting shall be mutually arranged within five (5) days after submittal. Within five (5) 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 five (5) 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.

C. **REDUCTION IN FORCE – (RIF)**

If a reduction in the number of unit members becomes necessary, this reduction will be in keeping with the provisions of this Article and Ohio Revised Code Section 3319.17.

Procedures:

1. The meeting with staff members to review appropriate data relative to a RIF shall include members of the Association.
2. Procedures for determining RIF list:
 - a. A list shall be prepared of all unit members according to seniority (continuous service in the District) within all areas of certification/licensure for each unit member. All approved leaves of absence will be applied towards continuous service for seniority purposes. The list shall include the following information:
 1. Date of initial employment (continuous);
 2. Areas of certification/licensure.

- b. A list shall be prepared indicating the specific positions to be abolished. The list shall be prepared prior to the year of implementation, if possible.
- c. A RIF list will be prepared by applying the following steps until all necessary reductions have been accomplished.
 - 1. Unit members who leave the District by reasons of retirement, resignation, or an approved leave of absence.
 - 2. The least senior certificated/licensed unit member(s) from the position(s) to be abolished in keeping with the certification/licensure and seniority list as set forth in subparagraph (a) above.
- d. 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.

3. **Reemployment from the RIF list:**

- a. All unit members whose contracts are suspended as a result of a RIF shall be placed on a list stating years of continuous service to the District and subject(s) certified/licensed to teach.
- b. A unit member on the RIF list shall be offered a contract for positions for which he/she is certified/licensed, as set forth on said RIF list, as positions become available and in keeping with the certification/licensure and the seniority provisions of the RIF procedure (Inverse order - last discharged; first re-employed).
- c. When an opening occurs, the Board shall send a certified or registered letter to all unit members certified/licensed for the position at their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall notify the Board within five (5) days from the date the letter is received to indicate availability and desire for such position. The Board shall reinstate that unit member indicating availability and desire for such position who has the greatest seniority.
- d. Transfers of unit members employed, but not affected by the RIF, shall be limited to positions not affected by the RIF. If a position(s) initially abolished is reinstated, this position(s) will be staffed first from the RIF list. 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.

- e. 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.
 - f. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored.
- 4. Unit members remaining laid off will be given preferential consideration as substitute teachers.
 - 5. Laid-off unit members may pay for group insurance benefits for a period not to exceed two (2) years, under the provisions in Article IV, Section D, Paragraph 3 of this Agreement.
 - 6. A unit member who is laid off shall remain on the recall list for a period of twenty-four (24) months after the effective date of his/her layoff.

D. VACANCIES AND TRANSFERS

1. Section I. - 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.
- b. Vacant positions shall be filled in accordance with the provisions of this Section and Section C of this Article.
- c. 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 page and in

locations where all unit members will be assured of notification. A courtesy copy of the posting will be furnished to the Association President. All unit members on leave of absence will be notified by mail or e-mail of vacancies if they have requested such notice in writing to the Assistant Superintendent/Director of Personnel.

- d. 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. During the summer break, all unit members will be notified by mail or e-mail of vacancies if they have requested such notice in writing by June 1 to the Assistant Superintendent/Director of Personnel. The unit member shall provide his/her e-mail address and address in the request.
- e. 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. **Section II. - Transfers and Reassignments**

a. **Voluntary**

- 1) Procedures:
 - a) Unit members shall have five (5) 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.
 - 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.

E. **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. 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. 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.
 - c. Such meetings shall not exceed one (1) additional hour beyond the unit member day. No more than nine (9) hours will be used in a school year.
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 200 minutes of 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 K of Article V.

3. The regular contractual year for unit members shall consist of a maximum of 185 days for returning unit members and 186 days for new unit members.
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. When schools are closed for inclement weather and/or other emergency approved by the State Department of Education, unit members shall receive their regular compensation.
5. The Association shall present a recommendation(s) for the school calendar to the Superintendent no later than January 15 of 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 March 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 March 15
6. Inservice 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.
7. As a means of supplying adequate time for Professional development in alignment with the District and Building Continuous Improvement Plan (CIP); five (5) days of professional in-service will be provided by the District and LCAP services. Four (4) of the days will be waiver days approved by the Ohio Department of Education.

F. **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. The principal or supervisor shall check unit member lesson plans on a weekly schedule established at the beginning of the year by the principal.
- c. No unit member shall be required to perform job duties normally performed by the school nurse, LPN, nurse's aid or other non-unit member designated by the nurse to perform such nursing duties. However, unit members shall be required to complete any required paperwork in this area and will pass medication in special circumstances such as field trips.

2. **Facilities**

- a. Separate work areas and toilet facilities will be provided for unit members to the degree possible. Exhaust fans will be installed, where feasible, to improve air quality to each lounge. 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), and North Central Standards.

If a unit member is assigned an included student with more than two (2) disabilities and no aide is assigned or available, the student shall count as two (2) students in regards to class size. All unit members with included students shall receive inservice training to deal with the special needs of these students. Inclusion shall be defined as allowing a student, as part of his/her IEP, to attend regular classes throughout the entire student day.

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. An effort will be made so that employees are not deprived of instructional planning time to participate in development and review meetings.

5. **Board Forms**

The Board will include form(s) used by teachers in the "Teacher Policy Handbook" which will be distributed to all staff members at the beginning of each school year. Any updated or newly developed form(s) will be distributed 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.

7. **Evaluation Procedure**

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

- a. Each limited contract teacher shall be formally evaluated at least once during the school year. Each limited contract teacher eligible for contract renewal the following school year shall be formally evaluated at least twice during the school year. The first evaluation shall be prior to December 1 and the teacher being evaluated shall

receive the written evaluation form not later than December 10. The second evaluation shall be conducted and completed between the 10th day of February and the 1st day of April, and the teacher being evaluated shall receive the written evaluation form not later than the 10th day of April.

- b. Each formal evaluation shall consist of the following:
 - 1st Evaluation (September to December 1st) – hold pre-conference, announced ½ hour observation, post-conference
 - 2nd Evaluation (February 10th-April 1st) – unannounced ½ hour observation, post-conference
 - Other observations as needed.
- 1) Both the teacher and evaluator must fill out and sign the Teacher Evaluation Log Form indicating the time the observation began and the time the observation ended.
- 2) Notes of the classroom observation shall be kept by the evaluator. A copy of such notes shall be given to the teacher, if requested.
- c. The teacher shall receive a written copy of the evaluation. Both the teacher and evaluator shall sign and date the evaluation form. The teacher's signature indicates only that he/she has received and read such form and is not necessarily an indication that he/she agrees with the evaluation, comments, and ratings.
- d. If, during an observation, the evaluator determines a deficiency exists, the evaluator shall provide the unit member with specific written recommendations and the means to make improvements. If the evaluator marks a basic rating, the evaluator will include comments aimed at improvements. The evaluator shall meet with the unit member within fifteen (15) school days to discuss any deficiencies and the recommendations for improvement.
- e. Grievances related to evaluations shall be limited to the procedures and shall not be filed over the professional judgment of an evaluator.
- f. As the District curriculum is aligned with state and federal requirements, teachers shall be responsible to teach the aligned curriculum.

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 eight (8) members as follows:
 - * One (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher, and one (1) teacher at large.
 - * Four (4) 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 four (4) representatives of the Administration.
- d. Whenever evaluating teacher professional development plans, the committee shall consist of at least four (4) unit members of the bargaining unit and three (3) District administrators. When evaluating Administrator professional development plans, the committee shall consist of at least four (4) administrators and three (3) 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 Director of Personnel 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.

G. **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
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.

H. **ENTRY YEAR COMMITTEE ("EYC") AND MENTORS**

1. The EYC's function is to oversee an entry year program for new unit members in cooperation with the Franklin County Educational Service Center ("FCESC"). If the Board's participation in the FCESC for this purpose terminates for any reason, the parties will bargain to determine an alternative way of providing an entry year program.
2. The Board and/or FCESC will provide training for mentors at no cost to the mentor. All mentors must have completed Pathwise Training.
3. Entry year program fees will be shared equally by the unit member and the Board. The unit member's share will be paid by payroll deduction.
4. No mentor shall participate in the job performance evaluation of an entry year unit member. The entry year 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 entry year program.
5. All entry year program records, including mentor comments and assessments, are to be kept confidential except as otherwise required by law. Mentors shall discuss entry year unit member performance only as it directly relates to the program.
6. All new unit members without prior teaching experience shall participate in the entry year program. A new unit member with prior teaching experience may be required to participate in the program as determined by the District Superintendent. The mentor shall be paid \$200.

I. EMPLOYMENT OF STRS RETIREES

1. This Article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Ohio Revised Code, Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section B of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
 - a. For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than five (5) years of vertical credit unless otherwise specified by the Superintendent case-by-case.
 - b. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
 - c. Neither the evaluation procedures resulting from Article III, Section F, Paragraph 7 of this Agreement nor the procedures appearing in Ohio Revised Code, Section 3319.111 shall apply to the employee. Any limited contract received under subparagraph b above will automatically non-renew. The procedures appearing in Ohio Revised Code, Section 3319.11, including the post-non-renewal procedures appearing in Section 3319.11 (G), shall not apply to any such contract non-renewal.
 - d. Upon initial employment, the employee will be credited with zero (0) years of seniority. If the unit member is subsequently re-employed, the unit member shall advance in seniority.
 - e. The employee is not eligible to participate in any insurance fringe benefits offered under Article V, Section A of this Agreement, unless the employee is precluded under STRS (or other retirement system, if applicable) policy from obtaining benefits through STRS (or other retirement system, if applicable).
 - f. The employee will in no event qualify for advanced tuition reimbursement under Article V, Section J, or severance pay under Article V, Section G of this Agreement.

2. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE IV

LEAVES

A. ATTENDANCE AT PROFESSIONAL MEETINGS

Attendance at professional meetings and workshops is encouraged; 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 thirteen (13) 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 eight (8) 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. The

short term unpaid leave shall not be granted more than once per contract year except in unusual circumstances as determined by the Superintendent.

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 casual substitute teacher rate of pay. Notification in writing to the Payroll Department must be received by May 1st if the unit member chooses substitute pay 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 **or on scheduled LCAP professional in-service days** except at the discretion of the Superintendent.

Except at the discretion of the Superintendent, no more than three (3) 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. **Interim maternity leave:**

- a. Any member whose accumulated sick leave days are insufficient to cover the period of leave set forth in Paragraph 1 of this Section shall be granted an interim maternity leave without pay not to exceed six (6) weeks following the termination of pregnancy.
- b. If such member is unable to resume her duties because of complications or disabilities arising out of such pregnancy, the member shall be placed on maternity leave in accordance with the provisions Paragraph 2 of this Section.

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

5. **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.

6. **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 a leave without pay to commence 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 fifteen (215) 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, 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 V

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 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 to be paid at 95% 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 \$25,000 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) include 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.

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 five (185) 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 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. 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.

- j. The BA+150 column is defined as at least one hundred fifty (150) semester hours and a Bachelor's Degree.
- k. 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.
- l. All unit members shall receive their W-2 forms on or before January 31.
- m. If the unit member files the documentation with the Treasurer after March 15th, the Treasurer shall move the unit member to the proper step and adjust the member's salary the next school year.
- n. Unit members who are nationally certified shall 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 payday falls prior to this five-day limit, an adjustment equaling one (1) week will be made in the payday schedule.
- b. A calendar of paydates 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 and/or Whitehall 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. **SALARY SCHEDULE INDEX**

<u>STEP</u>	<u>BA</u>	<u>BA 150</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	1.0000	1.0400	1.1050	1.1240	1.1550	1.2050
1	1.0400	1.0825	1.1550	1.1740	1.2050	1.2550
2	1.0800	1.1250	1.2050	1.2240	1.2550	1.3050
3	1.1200	1.1750	1.2550	1.2740	1.3050	1.3550
4	1.1600	1.2150	1.3050	1.3240	1.3550	1.4150
5	1.2000	1.2650	1.3550	1.3740	1.4150	1.4650
6	1.2400	1.3050	1.4150	1.4340	1.4650	1.5250
7	1.2800	1.3550	1.4650	1.4840	1.5250	1.5750
8	1.3200	1.3950	1.5250	1.5440	1.5750	1.6350
9	1.3600	1.4450	1.5750	1.5940	1.6350	1.6850
10	1.4000	1.4850	1.6350	1.6540	1.6850	1.7450
11	1.4400	1.5350	1.6850	1.7040	1.7450	1.7950
12	1.4800	1.5750	1.7450	1.7640	1.7950	1.8550
13	1.5200	1.6250	1.7950	1.8140	1.8550	1.9050
15	1.5600	1.6750	1.8550	1.8750	1.9050	1.9550
18	1.6000	1.7250	1.9150	1.9350	1.9550	2.0050
27	1.6400	1.7750	1.9750	1.9950	2.0050	2.0550

D. **SALARY SCHEDULE**

The base pay for the 2005-2006 school year shall be \$32,248.00.

2005-06

Franklin County

IRN #: 046946

Step	BA	B,150	MA	MA+15	MA+30	MA+45
(00)	\$32,248	\$33,538	\$35,634	\$36,247	\$37,246	\$38,859
(01)	33,538	34,908	37,246	37,859	38,859	40,471
(02)	34,828	36,279	38,859	39,472	40,471	42,084
(03)	36,118	37,891	40,471	41,084	42,084	43,696
(04)	37,408	39,181	42,084	42,696	43,696	45,631
(05)	38,698	40,794	43,696	44,309	45,631	47,243
(06)	39,988	42,084	45,631	46,244	47,243	49,178
(07)	41,277	43,696	47,243	47,856	49,178	50,791
(08)	42,567	44,986	49,178	49,791	50,791	52,725
(09)	43,857	46,598	50,791	51,403	52,725	54,338
(10)	45,147	47,888	52,725	53,338	54,338	56,273
(11)	46,437	49,501	54,338	54,951	56,273	57,885
(12)	47,727	50,791	56,273	56,885	57,885	59,820
(13)	49,017	52,403	57,885	58,498	59,820	61,432
(15)	50,307	54,015	59,820	60,465	61,432	63,045
(18)	51,597	55,628	61,755	62,400	63,045	64,657
(27)	52,887	57,240	63,690	64,335	64,657	66,270

Board Approved: June 8, 2005

E. TUTOR SALARY SCHEDULE

1. Tutors employed on a regular basis twenty (20) or more hours per week shall be placed on the unit member salary schedule in accordance with the training and experience provisions of this Agreement and shall be paid on a prorata basis accordingly.
2. Home tutors and tutors employed less than twenty (20) hours per week or on an as-needed basis which may or may not exceed twenty (20) hours in a given week but not on a regular basis shall be unit members but shall be specifically excluded from the application of all the provisions of this Agreement except the grievance procedure and the following schedule.

Exp	Index	2005-06
0	1.00	\$19.01
1	1.02	19.39
2	1.04	19.77
3	1.06	20.15
4	1.08	20.53
5	1.10	20.91
6	1.13	21.48
7	1.16	22.05
8	1.19	22.62
9	1.22	23.19
10	1.25	23.76
11	1.28	24.33
12	1.31	24.90
13	1.34	25.47
15	1.40	26.61
18	1.49	28.32

Board Approved: June 8, 2005

F. 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."

CANAL WINCHESTER LOCAL SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE			
SALARY BASE		2005-06 \$32,248	
A			
Athletic Trainer Basketball - Varsity (B/G)		Football - Varsity	
Years Exp.	Index	2005-06	
0	9.5%	\$3,064	
1-2	10.5%	3,386	
3-4	11.5%	3,709	
5-6	12.5%	4,031	
7-8	13.5%	4,353	
9-10	14.5%	4,676	
11-14	16.0%	5,160	
15-18	17.5%	5,643	
B			
Athletic Director - Assistant		Soccer - Varsity (B/G)	
Baseball - Varsity		Softball - Varsity	
Basketball - JV (B/G)		Track - Varsity (B/G)	
Basketball - Varsity Assistant (B/G)		Volleyball - Varsity	
Cross Country - Varsity		Wrestling - Varsity	
Football - Varsity Assistant		Yearbook - High School	
Golf - Varsity (B/G)			
Years Exp.	Index	2005-06	
0	8.0%	\$2,580	
1-2	8.5%	2,741	
3-4	9.0%	2,902	
5-6	9.5%	3,064	

7-8	10.0%	3,225
9-10	10.5%	3,386
11-14	12.0%	3,870
15-18	13.5%	4,353
C		
Baseball - JV	Football - Freshman	
Basketball - Freshman (B/G)	Softball - JV	
Cheerleading - Varsity Basketball	Track - Varsity Assistant (B/G)	
Cheerleading - Varsity Football	Volleyball - JV	
Faculty Manager	Volleyball - Varsity Assistant	
Years Exp.	Index	2005-06
0	6.5%	\$2,096
1-2	7.0%	2,257
3-4	7.5%	2,419
5-6	8.0%	2,580
7-8	8.5%	2,741
9-10	9.0%	2,902
11-14	10.5%	3,386
15-18	12.0%	3,870
D		
Academic Team Advisor - High School	Football - Assistant Part Time	
Baseball - Freshman or Varsity Assistant	Golf - JV (B/G)	
Baseball - Middle School	Music - HS Instrumental	
Basketball - 7th Grade (B/G)	Soccer - JV (B/G)	
Basketball - 8th Grade (B/G)	Softball - Freshman or Varsity Assistant	
Cheerleading - Freshman Basketball	Softball - Middle School	
Cheerleading - Freshman Football	Track - Junior High (B/G)	
Cheerleading - JV Basketball	Volleyball - 7th Grade	
Cheerleading - JV Football	Volleyball - 8th Grade	
Cross Country-Varsity Assistant(B/G)	Volleyball - Freshman	
Football - 7th Grade	Wrestling - Varsity Assistant	
Football - 8th Grade		
Years Exp.	Index	2005-06
0	5.0%	\$1,612
1-2	5.5%	1,774
3-4	6.0%	1,935
5-6	6.5%	2,096
7-8	7.0%	2,257
9-10	7.5%	2,419
11-14	9.0%	2,902
15-18	10.5%	3,386
E		
Cheerleading - 7th Grade Basketball	Cheerleading - 8th Grade Football	
Cheerleading - 8th Grade Basketball	Wrestling - Middle School	
Cheerleading - 7th Grade Volleyball		
Years Exp.	Index	2005-06
0	3.25%	\$1,048
1-2	3.75%	1,209
3-4	4.25%	1,371
5-6	4.75%	1,532

	7-8	5.25%	1,693
	9-10	5.75%	1,854
	11-14	7.25%	2,338
	15-18	8.75%	2,822
F			
Department Heads		Staff Coordinators	
Music - HS Vocal			
	Years Exp.	Index	2005-06
	0	4.75%	\$1,532
	1-2	5.00%	1,612
	3-4	5.50%	1,774
	5-6	6.00%	1,935
G			
Play or Musical		Assistant Marching Band Director	
	Years Exp.	Index	2005-06
	0	3.5%	\$1,129
	1-2	4.0%	1,290
	3-4	4.5%	1,451
	5-6	5.0%	1,612
H			
Auxiliary Band Corps Advisor		Safety Patrol Advisor	
Percussion Advisor			
	Years Exp.	Index	2005-06
	0	3.0%	\$967
	1-2	3.5%	1,129
	3-4	4.0%	1,290
	5-6	4.5%	1,451
I			
Grade Level Chairperson		Yearbook (Elementary)	
School Paper HS (4 Issues)		Yearbook (Intermediate)	
Building Communication Stipends		Yearbook (Middle School)	
	Years Exp.	Index	2005-06
	0	2.5%	\$806
	1-2	3.0%	967
	3-4	3.5%	1,129
	5-6	4.0%	1,290
J			
Junior Class Advisor		Weight Room Supervisor (Seasonal)	
Pep Band - High School			
	Years Exp.	Index	2005-06
	0	2.0%	\$645
	1-2	2.5%	806
	3-4	3.0%	967
	5-6	3.5%	1,129
K			
LPDC Teacher Stipends		Student Council Advisor - Middle School	

Student Council Advisor - High School		Volunteer Coordinator	
Years Exp.	Index	2005-06	
0	1.5%	\$484	
1-2	2.0%	645	
3-4	2.5%	806	
5-6	3.0%	967	
L			
Freshman Class Advisor		Sophomore Class Advisor	
Honor Society Advisor		Senior Class Advisor	
Years Exp.	Index	2005-06	
0	1.0%	\$322	
1-2	1.5%	484	
3-4	2.0%	645	
5-6	2.5%	806	

G. 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.

H. 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.

I. PLANNING TIME COMPENSATION

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

15 minutes or less	\$6.00
16 to 30 minutes	\$12.00
31 to 45 minutes	\$18.00
45 minutes to one hour	\$24.00

If an art, music or physical education teacher is absent and no substitute teacher is available, another art, music or physical education teacher has the option to absorb the classes for the entire day or half-day and be compensated at the entire day or half-day daily substitute teacher rate.

If some other 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 and at the half-day substitute teacher rate if such absorption is for at least three (3) but not more than six (6) hours if more than one (1) unit member is affected, the entire day or half-day substitute rate, whichever is applicable, will be divided among those affected.

J. TUITION REIMBURSEMENT

The Board will pay \$100 per course up to a maximum of \$300 per year per unit member who satisfactorily completes course work in an accredited college or university.

Unit members shall be reimbursed for courses approved by the LPDC.

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

K. TUITION WAIVER

The Board will allow children of unit members living outside the District to attend District schools free without paying tuition, upon an initial written request based upon the following criteria:

1. Notification is prior to the beginning of each school year.
2. Acceptance does not cause overcrowding. 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 record meets with standards established by the Board for District students.
5. The tuition student's achievement and 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.

L. EARLY RETIREMENT INCENTIVE

The Board and the Association agree that the Board may directly communicate with unit members and unilaterally explore and implement an early retirement incentive plan or other retirement bonus at its discretion during the term of this Agreement. The Board may establish additional criteria that may supersede state law or this Agreement in order to effectively implement such a plan. This acknowledgement waives any and all Association rights to negotiate such a plan and releases the Board from its duty to bargain such a plan. However, the Board agrees to inform the Association before any formal Board action.

M. 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.

ARTICLE VI

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, 2005, through June 30, 2006.

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

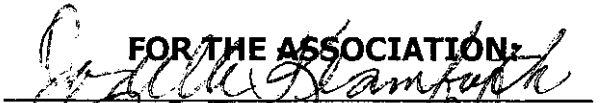
If there is a conflict between a provision of this Agreement and Ohio or federal law, the Ohio or federal law shall prevail as to that provision. All other provisions of this Agreement shall remain in full force and effect. The parties will meet to negotiate any necessary change in this Agreement relative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

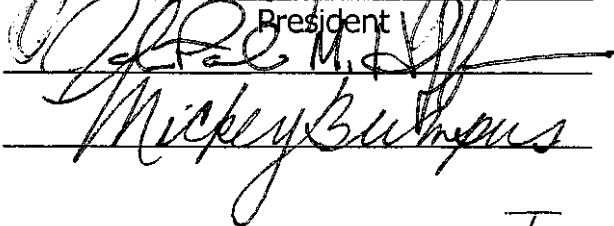
If, during the term of this Agreement, there is a change in Ohio or federal law which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provisions within 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 each unit member, the administrative staff, members of the Board, and S.E.R.B., with an additional twenty-five (25) copies for distribution by the Board and the Association.

FOR THE ASSOCIATION:



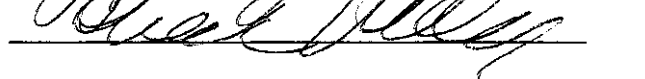
President


Mickey Burrows

FOR THE BOARD:



Superintendent


James C. Boyce


Charles J. Kelly

June 8, 2005

DATE:

ADDENDUM - A

Canal Winchester Local Schools

300 Washington Street • Canal Winchester, Ohio 43110

Access To Personnel Files

Canal Winchester Schools are committed to assure confidentiality of personnel files in accordance with O.R.C. 149.43, 1347.01-10 and Board Policy No. 8320.

Access according to Article II D 1, 2, and 3 of the Master Agreement may occur only upon completion of the following procedure.

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: _____

Address: _____ Telephone: _____

Specific reason for requesting access to the above employee's Personnel File: (In detail please)

IMPORTANT

1. Upon submission to the office of the Treasurer of the above form, properly completed, access will be granted within 72 hours. Notice will be sent to the employee of your request.
2. Such examinations of the files 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.

SCHEDULE OF BENEFITS

The Schedule of Benefits is merely an outline of the amount of Benefits payable under the Plan for Covered Persons. **Subsequent pages describe how and when those Benefits are payable and the limitations and exclusions applying to the Benefits.**

Prescription Drug Expense Benefits

For Employees and Dependents

Copay amount for: • Retail and Mail Order Pharmacy – Generic • Retail and Mail Order Pharmacy – Preferred • Retail and Mail Order Pharmacy – Non-Preferred	\$10 per prescription or refill \$20 per prescription or refill \$30 per prescription or refill
<u>Benefit percentage</u>	The Plan pays all covered charges incurred in excess of your co-pay amount
<u>Maximum benefit per calendar year</u> • Retail Pharmacy • Mail service	\$2,000 per Covered Person \$5,000 per Covered Person
<u>Dispensing limit</u> • Retail pharmacy • Mail service	30 days 90 days
Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. No benefits are payable for prescription drugs purchased at non-Member Pharmacies. Members are allowed one 30 day supply and one re-fill, but are then required to use the Mail Order option.	

Maximum Lifetime Medical Expense Benefit

For Employees and Dependents

<u>Maximum overall lifetime benefit</u>	\$3,000,000 per Covered Person, but not more than \$1,000,000 in any one calendar year
<u>Maximum lifetime benefit for organ/ tissue transplant procedures</u>	\$1,000,000 per Covered Person

Comprehensive Medical Expense Benefits

For Employees and Dependents

Utilization Review (UR) - All Hospital Confinements and certain other services are subject to the "Utilization Review" provisions described later in this SPD. If you do not comply with the UR notification requirement, you will be responsible for paying the first 50% of covered charges incurred for that Confinement or service.

Calendar Year Deductible Amount	Network Providers	Non-Network Providers
Per Covered Person	\$0	\$200
Per Family	\$0	\$400
Network Provider deductible amounts do not apply toward satisfying Non-Network Provider deductible amounts, but Non-Network Provider deductible amounts apply toward satisfying Network Provider deductible amounts		

Co-Insurance Limit per Calendar Year	<u>Network Providers</u>	Non-Network Providers
Per Covered Person	\$0	\$500
Per Family	\$0	\$1,000
Network Provider co-insurance amounts do not apply toward satisfying Non-Network Provider co-insurance amounts, but Non-Network Provider co-insurance amounts apply toward satisfying Network Provider co-insurance amounts		
Once your co-insurance amounts total the amounts shown above for a Covered Person or Family during any one calendar year, the Plan will pay 100% of covered charges incurred for that person or that Family during the remainder of that calendar year.		
The following charges do not apply toward meeting the co-insurance limit, nor is the benefit percentage for these charges increased to 100% once the co-insurance limit is met:		
- Any copay amount or calendar year deductible amount required by the Plan; - Any benefit penalty for non-compliance with Plan provisions; - Non-Network Provider charges for Inpatient and Outpatient Mental Health and Substance Abuse treatment; - Charges not covered by the Plan; - Charges in excess of the maximum benefits payable by the Plan.		

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Ambulance services	The Plan pays 100% of covered charges.	After the Non-Network deductible is met, the Plan pays 80% of covered charges.	Pre-Authorization required for all non-emergency ambulance service.
Free-Standing Surgical Facility	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit	
Hospice services	The Plan pays 100% of covered charges.	The Plan pays 100% of covered charges.	Bereavement counseling limited to 2 visits during the 6-month period following the patient's death.
Hospital services Emergency room	The deductible is waived. You pay a \$50 copay per visit, then the Plan pays 100% of excess covered charges.	The deductible is waived. You pay a \$50 copay per visit, then the Plan pays 100% of excess covered charges.	Copay is waived if admitted as an Inpatient within 48 hours of ER treatment for the same or related condition.
Hospital services Other Inpatient and Outpatient services	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit	Certification required for all admissions
Mental Health and Substance Abuse treatment Inpatient	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%. Not subject to the co-insurance limit.	- Limited to 31 days per calendar year. - Certification required for all admissions

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Mental Health and Substance Abuse treatment • Outpatient	You pay a \$10 copay per visit, then the Plan pays 100% of excess covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%. Not subject to the co-insurance limit.	Limited to 31 visits per calendar year. If Pre-Authorized, 2 additional visits are available for each unused Inpatient day.
Physician services: • Musculoskeletal manipulations, adjustments and related modalities	You pay a \$10 copay per visit, then the Plan pays 100% of excess covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	Limited to \$1,000 maximum benefit per calendar year, with no more than \$700 of that maximum payable for Non-Network Provider charges.
Physician services: • Physician office visits and services performed in the office during that visit.	You pay a \$10 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$20 copay per visit. After the copay and deductible are met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	• For Illness or Injury only • Excluding musculoskeletal manipulations, adjustments and related modalities • Excluding Mental Health and Substance Abuse treatment • Excluding therapy visits
Physician services: • Hospital emergency room Physician services	The deductible is waived. The Plan pays 100% of covered charges.		
Physician services: • Other covered Physician services (Inpatient and Outpatient)	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	• Excluding Mental Health and Substance Abuse treatment • For Illness or Injury only

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Routine preventive care (Outpatient): • Well-Child Care from birth through 8 years	The deductible is waived. You pay a \$10 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$20 copay per visit. After the copay and deductible are met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	Limited to \$1,500 maximum benefit from birth to age 1 with no more than \$500 payable for Non-Network Provider charges; and \$1,000 maximum benefit per 12-month period from age 1 through 8 years, with no more than \$150 payable for Non-Network Provider charges.
Routine preventive care (Outpatient): • Mammogram	The deductible is waived. You pay a \$10 copay per exam, then the Plan pays 100% of excess covered charges.	You pay a \$20 copay per exam. After the copay and deductible are met, the Plan pays 80% of covered charges, up to the maximum benefit. You pay the other 20%, subject to the co-insurance limit.	• Non-Network charges limited to \$85 maximum benefit per exam. • Limited to 1 exam per calendar year for females age 35 & older
Routine preventive care (Outpatient): • Pap smear, lab charges only	The deductible is waived. The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	Limited to 1 per calendar year
Routine preventive care (Outpatient): • Routine physical exam and related office visit, labs, x-rays, screenings and immunizations for Covered Persons age 9 and older	The deductible is waived. You pay a \$10 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$20 copay per exam. After the copay and deductible are met, the Plan pays 80% of covered charges, up to the maximum benefit. You pay the other 20%, subject to the co-insurance limit.	• Limited to a maximum benefit of \$1,000 per calendar year, with no more than \$400 of that maximum payable for Non-Network Provider charges. • Copay applies to office visit charge only

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Urgent Care Facility	The deductible is waived. You pay a \$20 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$30 copay per visit. After the copay and deductible are met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	• For Illness or Injury only • Excludes musculo-skeletal manipulations, adjustments and related modalities; excludes therapy services.
All other covered charges not mentioned above; for example: • Diagnostic services • Durable Medical Equipment • Extended Care Facility • Home Health Care • Medical supplies • Therapy services	After the deductible is met, the Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	Refer to "Additional Benefit Limits" below.

Co-pays, Benefit Percentages and Co-insurance Amounts			
Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Extended Care Facility	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	31 days per calendar year
Private-duty nursing services	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	\$5,000 per calendar year
Therapy services • Occupational and physical therapy (combined)	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	• 15 visits per calendar year. (Applies to Occupational and Physical Therapy only). Additional visits may be available if Pre-Authorized.
Treatment of TMJ Syndrome	The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 80% of covered charges. You pay the other 20%, subject to the co-insurance limit.	\$1,000 maximum benefit per calendar year

Dental Expense Benefits

For Employees and Dependents

See page 42 for further detail.

<u>Maximum benefit for:</u> • Types I, II and III Services combined • Type IV Services	\$1,500 per calendar year \$850 per Lifetime
Calendar year deductible amount	None
Benefit percentage for: • Type I Services (Diagnostic & preventive) • Type II Services (Basic and oral surgery) • Type III Services (Major) • Type IV Services (Orthodontia)	100% 80% 50% 50%