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# **MASTER CONTRACT**

**BETWEEN THE**

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

**AND THE**

**WAYNESVILLE EDUCATION ASSOCIATION**

**JULY 1, 2015**

**TO**

**JUNE 30, 2018**

## **PREFACE**

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

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

### **OUR MISSION...**

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

### **OUR VISION...**

To provide the highest quality education, in a diverse student population, with compassion and excellence in all we do.

### **OUR EIGHT PILLARS OF EXCELLENCE ARE...**

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

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## **MASTER CONTRACT**

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

### **ARTICLE ONE - RECOGNITION AND TEACHER REPRESENTATION**

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

### **ARTICLE TWO - NON-DISCRIMINATION POLICY STATEMENT**

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

### **ARTICLE THREE - ASSOCIATION RIGHTS**

- 3.01 Recognition of the Association as the sole and exclusive professional negotiations representative shall entitle the Association these exclusive privileges:
- A. The privilege to post official Association bulletins of a non-political nature on existing faculty bulletin Boards in faculty lounges or areas reserved for faculty use in school buildings. The term "political nature" as used in this section does not refer to internal Association elections. A copy of each bulletin posted shall be furnished, in advance, to the Superintendent and the building principal. Any bulletin posted in a building must be clearly marked as having been posted by the Association.
  - B. The privilege to use the email, intra-school mail system and mail boxes, provided, however, all materials placed by the Association or its representatives in the mail slot of any professional staff member in the building must be clearly marked as having been distributed by the Association.
  - C. The privilege to make announcements with regard to Association business at regular faculty meetings; provided, however, such announcements should be made after the regular items on the agenda for such meeting are concluded.
  - D. A copy of the official agenda and related attachments for each Board meeting. Such materials will be given to the President of the Association after distribution to the Board, but before the Board meeting.
  - E. The privilege to use Board-owned copiers, computers and printers in the various school buildings; provided, however, such machines shall not be operated by teaching staff members at times which will interfere with their normal teaching duties and provided further that:
    - 1. A request is made and use is arranged for in advance,
    - 2. The use is strictly to service the legitimate business of the Association as it relates to the membership within the building.
    - 3. The purpose is for internal business use of the Association and is not for public distribution, and
    - 4. Supplies in connection with such equipment used will be furnished or paid for by the Association.
  - F. The privilege to use school building facilities for Association meetings; provided, however, the conditions for such use shall be set forth in the Use of Building policy of the Board.
  - G. The privilege to make a brief address at the new teaching staff members' orientation meeting and on the first and last teacher work day.
- 3.02 In accordance with and as limited by applicable law, the Association agrees to represent all teaching staff members in the bargaining unit without regard to race, color, creed, sex, age, national origin, handicap, membership in or non-membership in the Association.
- 3.03 A representative of the Association will be permitted to provide input to the Board during

public meetings of the Board on any subject on the Board agenda for such meeting. If the Association desires to have a matter placed on the agenda of any Board meeting, the Association will notify the Superintendent at least six (6) days in advance of the Board meeting of its desire to do so, indicating the subject which it desires to discuss with the Board.

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

- B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
  2. Upon Termination of Membership during the Membership Year -The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(3) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio.
- F. Entitlement to Rebate - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
  2. The Association shall reserve the right to designate counsel to represent and defend the employer;
  3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to

not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with the fair share fee provision of this agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein.

#### **ARTICLE FOUR – SUPERINTENDENT ADVISORY COUNCIL**

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

The purpose of the meetings is to strengthen communication in regard to district-wide concerns and other issues of mutual concern. The Superintendent will also share any administrative or policy changes that are being anticipated and seek input from the members. Additionally, the representative from each building shall report on the issues discussed and/or resolved at the respective faculty advisory council (FAC).

The council shall also determine the best practices for professional development, collaboration and processing necessary paperwork for grades and report cards. The discussion shall include, but not be limited to, the advantages/disadvantages of late arrivals or early dismissal days. Once the committee has reached a consensus, a report shall be submitted to the Superintendent and the Association President for the development of any necessary contract/amendment language. When discussing the issues contained in this paragraph, the committee shall consist of the following representation:

- One (1) member from the FAC in each building, appointed by the members of the FAC; the principal from each building
- The LPDC chairperson, the Superintendent, and the WEA President may also attend

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

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

#### **ARTICLE FIVE – PERSONNEL FILES**

- 5.01 The personnel file for a teaching staff member shall be maintained in the Board/Superintendent's office. Said file shall be considered confidential except for information which is considered "directory information."
- 5.02 During normal working hours and upon reasonable advance request, a teaching staff member shall be able to review his/her personnel file and shall have the right to have a representative with him/her while reviewing the file. The file shall contain a record of those who reviewed the file and the day of the review.

- 5.03 A teaching staff member shall be provided a copy at no cost and the opportunity to read and initial any document before it is placed in his/her personnel file. Upon refusal of the affected teaching staff member to sign or initial a document intended for placement in his/her personnel file, such document may be filed so long as the date of refusal has been noted on the document. The initials or signature of a teaching staff member does not constitute agreement with the content of the document.
- 5.04 A teaching staff member may attach a written reply and/or rebuttal to any material being placed in his/her personnel file. Such reply/rebuttal shall be submitted by the teaching staff member within thirty (30) days of the date the material to which it is to be attached was placed in the file.
- 5.05 Anonymous letters or materials shall not be placed in teaching staff member's file, nor made a matter of record.
- 5.06 No documentation may be used in any proceeding involving a teaching staff member unless such documentation has been made a matter of record by following the provisions of this article.

#### **ARTICLE SIX – COMPLAINT PROCEDURE**

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

personnel file.

## **ARTICLE SEVEN - REDUCTION OF TEACHING STAFF**

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

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

When, by reasons of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district or financial reasons, the Board decides that it will be necessary to reduce the number of teachers, reduction by attrition will be used to the extent possible. If further reductions are required, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receive a commensurate percentage of the full compensation the employee otherwise would receive under the contract. Such an employee shall retain all rights under the Ohio Revised Code.

The Board shall consider the most recent three (3) formal evaluations that have been conducted on teachers who may be subject to a Reduction in Force for purposes of making any reductions. All evaluations resulting in rating levels of Developing and Skilled or Skilled and Accomplished will be deemed comparable as defined in ORC 3319.17.

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

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

- B. Displacement rights shall be limited to areas of the teacher's present certification on file with the Superintendent at the beginning of each school year.
- C. Unpaid leaves of absence exceeding more than one hundred twenty (120) days, excluding military leave, shall not constitute an interruption in continuous service; however, the time that the teaching staff member was on leave will not be counted in total years of service in determining district seniority rights.

- D. Seniority shall be lost when a teacher resigns, retires, or is under a suspended contract due to a reduction for a full three (3) years and is not reemployed under such period.
  - E. Teaching staff members whose contracts have been suspended because of staff reductions shall be given the right of recall in their area(s) of certification in inverse order of suspension of contracts. Replacement rights shall be limited to areas of the teaching staff member's certification on file with the Superintendent at the time of suspension or additional areas of certification obtained after the time of suspension of contract. Notification of recall shall be forwarded by certified mail, return receipt requested, to the teaching staff member. Failure of the teaching staff member to accept recall within fourteen (14) days of either the receipt of the recall notice or first day of attempted delivery of recall notice shall relieve the Board's obligation to recall. Teaching staff members shall be responsible for notifying the Superintendent's Office, in writing, of address changes to which the recall notice is to be mailed. The recall notice shall be mailed to the last address of record on the records of the Board. The obligation of the Board to recall teaching staff members whose contracts have been suspended because of staff reductions is limited to three (3) calendar years after the date of the original suspension. The date of the suspension shall be at the end of the contract year in which it occurs.
- 7.02 When staff reduction is anticipated and suspension of contracts is to be recommended by the Superintendent, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association at least ten (10) days prior to formal Board action to consider the suspension of contracts. The Superintendent and the Association shall confer on the reasons for such reductions/suspensions.
  - 7.03 A list shall be prepared and updated annually ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignments. A list shall be prepared and updated annually ranking all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignments. A copy of these lists shall be given to the Association President by December 1 of each year.
  - 7.04 A teaching staff member who is notified that his/her contract is suspended due to a reduction in force may continue on the insurance plans for up to three (3) years following the date such teaching staff member leaves the active working payroll of the Board by paying the full 100% premium for such insurance to the Treasurer of the Board on a monthly basis.

## **ARTICLE EIGHT- PROTECTION OF TEACHING STAFF MEMBERS**

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

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

- A. A teacher who has been physically assaulted shall make an immediate report to the principal or his/her designee, or as soon as physically possible. The teacher shall make a written report to the principal before leaving school that day, or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students and/or other persons who were involved in the incident and witness to the assault.
- B. The principal shall notify the Superintendent regarding the assault. If the principal and/or teacher deem it necessary, the principal or his/her designee shall notify the police. In any case the teacher, acting in a personal capacity, may notify the police if he/she judges such notification to be warranted.
- C. The accused student or students shall be withdrawn from classes immediately and detained by the principal pending an investigation and decision with full consideration given to the probability of suspension and/or expulsion of guilty students and referral to the appropriate court. If and when a student may be permitted to return to classes, he/she will be transferred out of the assaulted teacher's class upon the teacher's request provided a suitable alternative class assignment can be made.
- D. The principal and/or his/her designee(s) shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent. Except for such information as may be privileged by law, a copy of the report will be furnished to affected teacher.
- E. In the event of a school related assault on a teacher, the Board attorney shall inform the teacher of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teacher's rights.
- F. If court action results, the teacher shall be granted leave of his/her professional duties with no loss for paydays in court or consultation as may be requested by counsel, the court, or law enforcement officers.
- G. Whenever a teaching staff member is absent from school as a result of physical injury caused by an assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence up to a full school year. The absence will not be charged to his/her sick leave. The Board will grant assault leave until he/she is able to resume his/her duties, or until the equivalent of a school year has passed. The salary would be reduced by the amount of any worker's compensation award and the Board is given the right to have the teacher examined by a physician.
- H. The Board and school administrators will cooperate in every reasonable way with teachers who sustain injuries from physical assault as cited above. It should be understood that, when a physical assault occurs, the teacher has the right to use and apply such amount of force as is reasonable and necessary to quell a disturbance

threatening physical injury to others, to obtain possession of weapons or other dangerous objects within the control of the person for the purpose of self-defense, or for the protection of persons or property, as provided by the Ohio Revised Code. The teacher may also obtain assistance. It also should be fully understood that a teacher assaulted in the course of employment, as a member of the worker's compensation fund, has a right to file a claim with the state for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff.

#### **ARTICLE NINE - SALARY NOTIFICATION, CONTRACT STATUS**

9.01 Each teaching staff member will receive with his/her contract a memorandum from the Board indicating the following:

- A. Name of employee
- B. Type of contract (limited, continuing)
- C. School year
- D. Annual salary
- E. Number of pay periods
- F. A statement of salary classification

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

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

#### **ARTICLE TEN - TRANSFERS, VACANCIES AND NOTICE OF ASSIGNMENT**

10.01 Notice of Vacancy

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

10.02 Notice of Vacancy During Summer

Whenever a vacancy occurs during the summer months in a position for which members of the teaching staff are qualified, the administration shall issue notices in paycheck envelopes. Vacancies shall also be posted on the District email system and website. Such positions

shall be posted for ten (10) calendar days. The notice shall include a description of the vacancy. Any teaching staff member who is interested in a vacancy shall notify the Superintendent either in writing or by email.

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

10.03 Voluntary Transfer

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

10.04 Involuntary Transfer

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

10.05 Notice of Assignment

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

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

**ARTICLE ELEVEN - EVALUATION**

## 11.01 OTES Teachers

- A. All teachers as defined by Ohio Revised Code section 3319.111 and 3319.112 shall be evaluated in accordance with the Board adopted evaluation policy and Memorandum of Agreement between the parties.
- B. The OTES model shall be the instrument approved and provided by the Ohio Department of Education. The BOE shall utilize eTPES for all evaluations for teachers engaged in instruction for at least fifty percent (50%) of the time providing content-related student instruction.
- C. The timelines and procedures for evaluations for OTES evaluated teachers shall be as set forth in the Ohio Revised Code section 3319.111 and 3319.112
- D. All evaluators of OTES shall be licensed administrators employed by the Board on a district contract, who have been credentialed through the Ohio Department of Education.
- E. Walk throughs may be utilized for OTES teachers. The walk throughs shall be documented through the district-designated walk through tool.
- F. The number of observations for each evaluation for OTES teachers shall be set forth in the Ohio Revised Code sections 3319.111 and 3319.112 and Board policy.
- G. Student Growth Measures, and the percentages for use of each Student Growth Measure shall be determined jointly by WEA and WLS administration using parameters set by ODE and State Board of Education. Disagreements shall be sent to the Superintendent's Advisory Council to be resolved in a consistent manner with BOE policy and state law.
- H. Student Growth Measures may be considered as a factor in promotion and assignment decisions, but not the sole factor. Student Growth Measures shall only be used as part of an evaluation when required by state law.
- I. Student Learning Objectives shall be optional for subjects that are value added tested.

## 11.02 Non-OTES Teachers

Any members who are not defined as teachers per the above referenced statutes shall be evaluated in accordance with this article.

- A. All non-teaching bargaining unit members, which include nurses and guidance counselors will be evaluated annually. The Superintendent or his or her designee may elect to evaluate non-teaching bargaining unit members employed under continuing contracts once every two years.

Procedures for Evaluation of Non-teaching Bargaining Unit Members.

The evaluation of a nonteaching bargaining unit member shall be completed by May 1<sup>st</sup>, and a written copy of the evaluation provided to the employee by May 10<sup>th</sup>. Evaluations will include a minimum of two (2) observations.

Each observation shall be for a minimum of thirty (30) minutes in length, and shall be

followed by a post-conference with the evaluator within five (5) school days unless unusual circumstances prevent the meeting within that timeframe. At this conference, the observation will be reviewed with the employee and if weaknesses are noted, any suggestion for improvement and the means by which the employee may obtain assistance in making these improvements shall be discussed and reduced to writing using the district's observation form.

The observation schedule provided above sets minimums and all nonteaching employees may be observed by the administration at additional times and for varying lengths of time.

Each nonteaching employee shall complete a professional growth plan by October 1<sup>st</sup> using the Professional Growth Plan.

Evaluators shall be assigned by the Superintendent/designee, and shall include building administrators from the employee's assigned work location when practicable. The district may also assign administrators from other buildings or central office when necessary.

B. Evaluation Forms

The Board shall use the following Charlotte Danielson model forms for evaluation of non-teaching staff:

- Nurse Rubric for evaluations of all school nurses.
- School Counselor Rubric for evaluations of all school counselors.

11.03 Evaluations Solely subject to Grievance Procedure

Any complaints regarding violations of either this Article or the Board adopted evaluation policy shall be subject solely to the grievance procedure set forth herein, and it is intended that the provisions of this Section C supersede any conflicting provisions of Ohio Revised Code section 3319.11.

**ARTICLE TWELVE - WORKING CONDITIONS**

12.01 Rules And Regulations

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

and/or procedures shall, at the time they become effective, be provided to each teaching staff member affected by such rule, regulation and/or procedure.

#### 12.02 Faculty Meetings

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

#### 12.03 Advisory Council

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

#### 12.04 Open House And School Sponsored Functions

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

#### 12.05 Planning Time

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

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

- B. Each middle school and high school teaching staff member (6-12) shall have one period each day as planning time or the equivalent of five periods of planning time each week.
- C. Planning time does not have to be used exclusively for planning, but may include parent telephone calls, parent conferences, meetings with the building principal, and other related tasks which facilitate teaching staff members' duties.
- D. No teaching staff member shall be required to cover for an absent teaching staff member during his/her planning time.
- E. When events scheduled by the Board and/or administration require a member to be away from his/her teaching assignment, an attempt will be made to provide a substitute for his/her class periods.
- F. Teachers who are willing to cover for an absent staff member during his/her planning period when a substitute has not been secured shall sign up at the beginning of the school year and be placed on a list by period so that they may be asked to provide period substitution should the need arise.
- G. Requests for period substitutes shall be made as far ahead as reasonable
- H. In the event no one accepts the request for period substitution, the principal may assign members from the list on a rotating basis.
- I. Class absorption, as defined as a member or members temporarily adding a class or portion of a class into their existing classroom when the district cannot find a substitute teacher.
- J. Teachers providing period substitution or class absorption coverage will be recognized by the district.

#### 12.06 Extra Duties

- A. It is recognized that teaching staff members have the responsibility to occasionally perform extra duty work assignments both during and outside the recognized teacher duty day.
- B. In making assignments for extra duty, the building principal will take into consideration, among other factors, the teaching load of each teaching staff member, in order to equitably distribute all such assignments.

- C. Extra duty assignments will either be posted on the staff bulletin Board or distributed to the affected staff as such assignments are made or as changes occur.

12.07 Principal's Absence

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

12.08 School Day, Work Year, Calendar

- A. The teacher's work year shall consist of one hundred eighty three (183) days. One half-day without students will be provided at the ends of the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> quarters for grading and record keeping.
- B. Normal working day for teaching staff members shall be seven (7) hours and fifteen (15) minutes in length, including a duty-free lunch period of at least thirty (30) minutes and a conference preparation period. Starting times and ending times in individual buildings may vary but all teachers will work a normal working day.
- C. Bus schedules and other individual building needs may dictate that teachers occasionally carry out other assignments beyond the school day of seven (7) hours and fifteen (15) minutes.
- K. A committee shall be formed to determine the best practices for professional development, collaboration and processing necessary paperwork for grades and report cards. The discussion shall include, but not be limited to, the advantages/disadvantages of late arrivals or early dismissal days. Once the committee has reached a consensus, a report shall be submitted to the Superintendent and the Association President for the development of any necessary contract/amendment language.

The committee shall consist of the following representation:

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

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

12.09 Calamity Days

- A. In case of hazardous road conditions or severe, inclement weather, as determined by the Superintendent, either the starting of classes may be delayed or school closed for the day; in either event, as determined by the Superintendent.
- B. In the event of a school closing because of inclement weather or hazardous road

conditions, teaching staff members will not be required to report for duty unless instructed to do so on a two hour delayed start either individually or as part of a media announcement. The Superintendent shall not require teaching staff members to report for duty on such inclement weather days when it is unreasonable to expect that teaching staff members will be able to drive to work due to road conditions. It is the responsibility of each teaching staff member to listen for media announcements regarding school closings for the purpose of ascertaining whether teaching staff members are required to report for duty.

- C. In the event that the Board decides to make up days that teaching staff members are required to work, said members shall be paid their daily rate of pay for all such make-up days which extends the work year beyond one hundred eighty three (183) days.

12.10 Parental Observations

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

12.11 Student Tuition Charge

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

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

12.12 Job Sharing

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

12.13 Continuing Contract Notification

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

**ARTICLE THIRTEEN - GRIEVANCE PROCEDURE**

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

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

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

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

13.02 The limits in days under each section shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual agreement of the parties concerned if expressed in writing.

13.03 If any grievance is not initiated at Level Two within thirty (30) days after the teaching staff member knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

13.04 Nothing required by this formal grievance procedure shall be construed as limiting the privilege of any teaching staff member having a complaint or problem to discuss the matter informally with the appropriate representative of the administration and having such matter adjusted without intervention and/or consultation of the Association; provided the adjustment is not inconsistent with the terms of this master contract.

13.05 The Association may designate one teaching staff member as its representative for processing grievances in each school building. Any teaching staff member may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the pupil contact duties or of faculty meetings involving the teaching staff members involved.

13.06 All grievances shall be processed as follows:

A. Level One - Informal Procedure

Grievances should first be discussed with the principal of the building in which the event or condition occurred giving rise to the grievance. Within seven (7) days of the discussion of the grievance by the parties, the principal will give an oral answer to the teaching staff member/Association. Dispositions of grievances at this level shall be without precedent to either the Board or the Association.

B. Level Two - Formal Procedure

1. In the event the teaching staff member/Association is not satisfied with the disposition of the grievance at Level One, or if no timely decision has been rendered by the principal, the grievance may be formally filed with the building principal. Such filing in writing shall be not later than thirty (30) days after the teaching staff member knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition.
2. The building principal shall hold a hearing on the grievance within seven (7) days after receipt of the written grievance and shall provide a written answer to the grievance. Such answer shall be forwarded to the teaching staff member/Association within seven (7) days of the hearing.

C. Level Three

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

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

parties. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association.

13.08 Right to Representation

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

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

13.10 The Association, as such, shall have the right to utilize the grievance procedure if a grievance affects a group of teaching staff members or the Association. Such grievances shall be initiated at Level Two - Formal Procedure, by the Association or any individual within thirty (30) days after the officers of the Association or any individual officer of the Association knew, or with reasonable diligence should have known, of the event or condition upon which the grievance is based. In the event the grievance affects teaching staff members in more than one building, such grievance shall be filed with the Superintendent rather than any building principal at Level Two.

13.11 There shall be no reprisals taken against any teaching staff member who exercises his/her right to file a grievance under the terms of this master contract.

## **ARTICLE FOURTEEN - LEAVES**

14.01 Definitions

A. Immediate Family - The "Immediate Family" includes the father, mother, current spouse, child, (including stepchild), brother, sister, grandchildren, grandparents, and in-laws bearing any of these relationships, and any other person who is a permanent resident of the household of the teaching staff member.

B. Other Relative - "Other Relatives" include uncle, aunt, cousin, niece, nephew, step-parents and in-laws bearing any of these relationships.

C. Regular Earnings - The per diem compensation received by a teaching staff member, excluding supplemental and extended time compensation, while working on the regular school day assignment.

14.02 Sick Leave

A. A regular teaching staff member is entitled to an accumulation of one and one-quarter (1-1/4) days of sick leave for each calendar month, up to a maximum of fifteen (15) days per year.

B. Each new regular teaching staff member of the school district shall be advanced five (5) days which may be used as sick leave at the beginning of the school year. Any teaching staff member who is in their first three years of employment with the District and has exhausted his/her sick leave shall be advanced five (5) days of sick leave. These five (5) days are not in addition to the one and one-fourth (1-1/4) days prescribed under Paragraph (A). If a teaching staff member leaves the employ of the board prior to routinely earning the sick leave days that were advanced, he/she will be

required to reimburse the board at the cost of his/her daily rate of pay.

- C. The maximum sick leave accumulation shall be 250 days.
1. No teaching staff member shall forfeit accumulated sick leave days during approved leaves of absence. Sick leave accumulation prior to a leave of absence shall be credited upon return.
  2. No teaching staff member will be granted additional sick leave during an unpaid leave of absence.
  3. Previously accumulated sick leave of a teaching staff member who leaves the services of the Wayne Local School District shall be placed to his/her credit upon his/her re-employment within ten (10) years.
  4. A teaching staff member leaving the employment of the Wayne Local School District will be furnished with an accumulated sick leave certificate.
  5. All teaching staff members will be furnished with an accumulated sick leave statement periodically during the school year.
  6. A teaching staff member who transfers from the service of any public agency in the State of Ohio to that of Wayne Local School District shall be credited with the unused balance of his/her accumulated sick leave to the maximum days total accumulation allowed as set forth above.
  7. Part-time teachers shall be granted sick leave for the time actually worked, at the same rate as that granted full-time teaching staff members.
  8. A member who has reached the maximum accumulation at the beginning of the school year is entitled to use fifteen (15) days of sick leave before any sick leave is subtracted from his/her accumulation.
- D. Annual and accumulated sick leave days may be used for absence due to personal illness, illness due to pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to others, adoption of a preschool child, and for absence due to illness or injury in the teaching staff member's immediate family or death in the teaching staff member's immediate family, or death of other relatives.
1. In case of illness/injury of a teaching staff member's immediate family which requires five (5) or more consecutive workdays of absence, the member may be required to provide a statement from the family member's attending physician explaining the general nature of the illness/injury and a statement as to why it is necessary for the teaching staff member to attend to the family member.
  2. In case of illness/injury to the teaching staff member which requires five (5) or more consecutive workdays of absence, the member may be required to provide a physician's statement indicating an anticipated date of return.
  3. In cases related to recovery from childbirth a teaching staff member is entitled to use six (6) weeks of accumulated sick leave or eight (8) weeks if delivery

involves a Caesarian section. In cases of an adoption of a preschool child, a teaching staff member is entitled to use four (4) weeks of accumulated sick leave. A doctor must provide written verification of the medical need for additional use of accumulated sick leave.

- E. If schools are closed by action of the Superintendent during a sick leave period, the teaching staff member shall not be charged with a sick leave day.
- F. A teaching staff member who has sick leave absences greater than his/her total accumulated sick leave shall automatically be granted an advancement of sick leave, but shall not owe the school district more than five (5) days at any one time during the school year. If the teaching staff member should subsequently resign, be placed on a leave of absence, or become deceased before the advancement of used sick leave has been earned, such unearned leave days shall be deducted from the adjusted final pay or claim shall be made to the estate of the deceased teaching staff member.
- G. In the event the sick leave absence is for over twenty (20) but less than sixty (60) consecutive school days, three (3) days notice of intent to return must be given. In the event the sick leave absence is for over sixty (60) consecutive school days, at least one weeks' notice of intent to return must be given; provided, however, if the teaching staff member intends to return at the commencement of a school calendar year, notice of such intent must be given no later than August 1 preceding the date of return.
- H. Sick Leave Bank

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

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

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

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

The teaching staff member shall pay back the days he/she borrows at the rate of fifty (50%) percent of his/her annual accumulated sick leave at the end of the contract year, each year until the total number of borrowed days has been restored to the bank. A Sick Leave Bank Committee consisting of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board shall oversee the functions of the Sick Leave Bank, including the approval and/or disapproval of all

requests. The decisions of this committee shall be final and shall not be subject to the grievance procedure in Article Thirteen.

#### 14.03 Disability Leave

- A. A leave of absence without pay due to personal ill health or disability which prevents the teaching staff member from performing normal teaching duties due to sickness, illness, accident, or personal maternity (includes the state of being pregnant, miscarriage, complications related to pregnancy, childbirth, and the recovery therefrom), or due to the ill health or disability of a member of the teaching staff member's immediate family (see Section 13.05) shall be granted. An application for such leave must be filed with the Superintendent or his/her designee, accompanied by a statement from the attending physician stating that the leave of absence is required, the nature of the disability from performing work, and the probably length of the disability. As permitted by Section 3319.141, Revised Code of Ohio, the teaching staff member may use his/her accrued and unused sick leave or unpaid disability leave, or any combination thereof.
- B. Disability leave shall be granted for the length of time necessary to satisfy the period of disability, but in no event for more than two (2) school years (except as provided in ORC 3307.44) in accordance with the application filed by the teaching staff member and the statement of the attending physician. An earlier termination of the leave shall be granted provided two (2) weeks' notice is given to the Superintendent. Any request for extension of leave for disability must be accompanied by a physician's statement described in paragraph A above.
- C. If granted a leave of absence for personal illness or disability based on a physician's statement, a medical release authorized by the attending physician shall be considered one of the conditions for returning to active duty.

#### 14.04 Disability Retirement

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

#### 14.05 Personal Leave

- A. Each teaching staff member shall be authorized up to three (3) personal leave days per school year. Any unused personal days shall be converted to sick leave by September 1 of each school year. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.
- B. Notification for personal leave should be given to the building principal at least 48 hours in advance unless circumstances make it impossible to do so; in which event, the teaching staff member must notify the building principal at the earliest possible time, but no later than the start of the school day on the day such absence is to occur. With the exception of an emergency, no more than ten percent (10%) of the teaching

staff members in a building may use personal leave on the same day.

- C. Unless such absence results from an emergency, personal leave shall not be granted on the first or last day of school or on school days preceding or following a school holiday, school vacations, or a day that school is closed for a professional conference (exclusive of parent/teacher conference days) or on a calamity make-up day unless otherwise approved by the Superintendent.

#### 14.06 Sabbatical Leave

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

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

#### 14.07 Leave for Teaching Overseas

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

#### 14.08 Military Duty

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

#### 14.09 Jury Duty

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

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

A teaching staff member who is required by the Board to testify in any court or administrative proceeding on behalf of the Board and/or in the interest of the Board pursuant to a subpoena issued at the request of the Board shall be granted time off from regular teaching duties to so testify without loss of his/her regular salary for the day(s) of excused absence for this purpose.

14.11 Leave of Absence Without Pay

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

14.12 Child Care Leave

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

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

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

14.13 Professional Leave

Attendance at Professional Meetings:

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

- E. Preference shall be extended to teaching staff members not having previously attended such meetings.
- F. Any teaching staff member requesting permission to attend any conference, convention, or a meeting may be absent for such purpose without loss of pay upon approval of the Superintendent or approval of the Board chairman, if such attendance is in the interest of the school and within the scope of the teacher's area of employment. No time will be deducted from emergency, personal, or sick leave.
- G. In addition to the above, professional leave may be used for the completion of assigned duties such as writing IEPs.

#### 14.14 Service-Connected Injury Leave

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

#### 14.15 Family Leave Act

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

#### 14.16 Attendance

Any member who has accrued the maximum allowable sick leave during the school year or has used less than five (5) sick days during the school year shall be recognized by the Board.

### **ARTICLE FIFTEEN - HEALTH EXAMINATIONS**

- 15.01 Health examinations, vaccinations, and/or tests required by the Revised Code of Ohio, required by the Warren County Health Commissioner or required by the Board will be made

available without cost to the teaching staff member by a health provider selected by the Board. If a teaching staff member elects to have a private examination, vaccination, and/or tests, the teaching staff member will pay the cost and provide a documented statement of satisfactory completion of the required examination, vaccinations, and/or tests to the Board.

#### **ARTICLE SIXTEEN - SEVERANCE PAY**

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

## ARTICLE SEVENTEEN - INSURANCE PROGRAMS

- 17.01 The Board shall provide health, dental and life insurance for teaching staff members who either 1) work at least half-time (eighteen hours per week) and work at least thirty-six weeks per year; or 2) have an annual contract with the Board or for whom coverage was provided during the 1999-2000 school year.
- 17.02 All insurance provided pursuant to this master contract shall be subject to the conditions set forth in any insurance contract secured by the Board: provided, however, if the Board elects to change carriers, any new insurance coverage secured shall be equivalent to the coverage, unless otherwise approved and ratified by the Board and the Association.
- 17.03 A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period. Election of participation in the plans, along with a selection of coverage of a family or single plan, shall occur at this time. Exception to the open enrollment period will be when a teaching staff member experiences a life altering event, such as a change in marital status, or a hardship situation as defined by the carrier.
- 17.04 For purposes of this Article, the effective date of the resignation of any teaching staff member shall be either: 1) the day prior to the commencement of the next school teaching year; or 2) the effective date of resignation as submitted on the teaching staff member's resignation notification, whichever date shall occur first.
- 17.05 All insurances shall continue while a teaching staff member is on active pay status, including any paid leave of absence with the Board assuming the premium payments as established above. In addition, insurances and premium payments shall continue when a teaching staff member is on an unpaid leave of absence of less than thirty (30) days. Exceptions shall be when a teaching staff member is on a leave under the Family Medical Leave Act in which case, said insurances and premium payments shall continue for the duration of the leave as stipulated by this law and Section 14.15 of this agreement.

### 17.06 Health Insurance Coverage

- A. Effective January 1, 2014, the Health Insurance Plan will be administered as a High Deductible Health Plan with a Health Savings Account (HSA) for all eligible teaching staff members (Section 17.01) who qualify under IRS rules. The plan will maintain the same covered services and benefits provided by the medical plan in effect immediately prior to January 1, 2014. The plan year shall run January 1<sup>st</sup> through December 31<sup>st</sup>.
- B. Deductible
1. The deductible for a single plan shall be \$2,000 per plan year.
  2. The deductible for an employee plus kids' plan shall be \$4,000 per plan year.
  3. The deductible for a family plan shall be \$4,000 per plan year.
- C. Preventative services as reasonably identified by the member's service provider shall be covered at one hundred percent (100%) and not subject to the deductible stated above.
- D. Once the deductible is reached, all insurance claims, including prescriptions will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.

- E. The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in Section B above subject to the lifetime maximum.

F. Contribution to Deductible

1. The Board's contribution to a teaching staff member's Health Savings Account is as follows:
  - a. Single: \$1,000
  - b. Employee + Kids: \$2,000
  - c. Family: \$2,000
2. The Board's contributions shall be made in quarterly installments on the 15<sup>th</sup> of January, April, July, and October. The Board will make a one month pro-rata contribution on September 15<sup>th</sup> for all newly hired teachers, and shall make quarterly contributions in accordance with this provision thereafter.
3. The Board will contract with a financial institution of its choice to establish the HSA Account which will include a debit card with no fees to teaching staff members.
4. Teaching staff members may elect to contribute to their deductible through payroll deduction or lump sum as designated by the teaching staff member.
5. The contribution rate for the Board is the amount applicable to a full-time teaching staff member (Section 17.01). Part-time teaching staff members shall receive a pro-rata contribution to the deductible based on the number of full-time equivalent hours.
6. Pro-Rata Contribution and Reimbursement:

If a teaching staff member retires from their position and notifies the Board prior to April 15<sup>th</sup>, the April quarterly contribution shall be prorated to reflect the last month in which the member did not receive retirement compensation from STRS. In the event the member notifies the Board of retirement after April 15<sup>th</sup>, the member shall repay the pro-rated amount of the quarterly contribution for any months in which the member receives retirement compensation from STRS. In either case, insurance coverage for retiring members will cease on the last day of the month prior to a member receiving retirement compensation from STRS.

If a teaching member who finishes the school year leaves the employment of the Board for reasons other than retirement, the April quarterly contribution will be the last deposit made by the Board and coverage will cease on July 31<sup>st</sup>. If a member leaves during the school year, the member may be responsible to reimburse the pro-rata share of the Board's most recent quarterly contribution and coverage will cease at the end of the month of the last day worked. For example, a member who leaves February 28<sup>th</sup> shall be responsible to reimburse the Board for one third of the January quarterly contribution.

If a teaching staff member is aware that he/she may be leaving prior to December 31 of any year, he/she can make arrangements with the Treasurer's office to provide a pro-rata contribution towards his/her deductible.

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

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

7. Hardship Advancement:

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

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

G. PREMIUMS:

1. Effective January 1, 2014, the sharing of premiums shall be as follows:

- Single: Board – 95% Teaching Staff Member – 5%
- +Kids: Board – 90% Teaching Staff Member – 10%
- Family: Board – 82.5% Teaching Staff Member – 17.5%

2. The premium sharing above is considered the base-line.

Effective January 1, 2015, and each year thereafter, if the health insurance premium increase is greater than eight percent (8%), the percentage of the teaching staff member's share will be increased by the percent that the premium exceeded eight percent (8%) until the teaching staff member's share reaches a maximum of: Single – 5%; +Kids – 15%; Family – 20%.

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

H. Teaching staff members enrolled in Medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said teaching staff members the High Deductible Health Plan

(HDHP). The plan will pay for eligible claims up to the amount of the Board's normal contribution, the teaching staff member will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at one hundred percent (100%) by the plan for the balance of the plan year subject to the lifetime maximum.

17.08 Life Insurance

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

17.09 Dental Insurance

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

17.10 Health Insurance Committee

- A. Members of the Health Insurance Committee shall include four (4) teaching staff members appointed by the Association President, two (2) non-certificated employees appointed by the WNEA President and two (2) representatives from the Board.
- B. The Health Insurance Committee shall meet as needed.

## **ARTICLE EIGHTEEN – SALARIES**

18.01 Payroll

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

18.02 Deductions

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

18.03 Association Dues

- A. Authorization for payroll deductions for membership dues in the Association and other organizations, including the National Education Association, the Ohio Education Association, and its affiliated organizations, shall be on an annual or continuing basis. In the event any teaching staff member desires to have dues voluntarily deducted from payroll, a voluntary authorization for the payroll deduction of such dues must be on file with the Treasurer of the Board prior to the first day of October. The total amount of deduction will be prorated into twenty (20) equal installments: provided, however, such

payroll deduction authorization shall not be required as a condition of employment and, provided further, no voluntary authorization cards will be accepted by the Treasurer after the first day of October.

- B. The Association shall indemnify and save the Board, its officers, agents, employees, or representatives, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board, its officers, agents, employees, or representatives in reliance upon signed payroll dues deduction cards or written revocation of same furnished to the Treasurer of the Board by the Association or any teaching member.

#### 18.04 Professional Development

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

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

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

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

Lead Mentor	\$1,500
Mentor	\$ 500

#### 18.05 Salary Schedules

- A. The attached salary schedule shall be in place for the 2015-16, 2016-17 and 2017-18 school years. For each year of the contract, all eligible teaching staff members shall move to a vertical step on the salary schedule.
- D. In addition to the salary specified in the yearly salary schedule the Board shall assume and pay an additional three percent (3%) of each teaching staff member's share of his/her required individual contribution to the State Teachers Retirement System. Such amount shall be in addition to the percentage contribution required by the Board in accordance with 3307.53 ORC.
- E. In the event that Ohio law prohibits the continuation of the additional three percent (3%) STRS "pick-up" as provided in paragraph D above, the base salary will be increased in an amount that will permit employees' base compensation to remain whole.
- F. For placement on the Masters+ Column of the salary schedule all hours must be taken at the graduate level and earned after the obtainment of the Master's Degree.
- G. Current teaching staff members who earn additional credit for advancement on the salary schedule shall submit an official transcript of credits to the treasurer by September 15<sup>th</sup>. The member shall be placed on the proper column of the salary schedule effective with the current school year. Members who submit transcripts by

January 15<sup>th</sup> shall be placed on the proper step/column of the salary schedule, effective with the first pay in February. The coursework must be from an accredited institution approved by the Ohio Department of Education. Such list of institutions shall be made available to any member, upon request.

WAYNE LOCAL SCHOOLS  
SALARY SCHEDULE FOR TEACHERS  
SCHOOL YEARS 2016-2017, 2017-2018, 2018-2019

FACTOR STEPS	2016	3.00%	103.00%		
	BACHELOR 0	BACHELOR 1	B150 2	MASTERS 3	MASTERS +15 4
0	\$	36,036	\$ 37,441	\$ 40,432	\$ 41,982
1	\$	37,441	\$ 38,919	\$ 41,982	\$ 43,640
2	\$	38,919	\$ 40,432	\$ 43,640	\$ 45,333
3	\$	40,432	\$ 41,982	\$ 45,333	\$ 47,099
4	\$	41,982	\$ 43,640	\$ 47,099	\$ 48,937
5	\$	43,640	\$ 45,333	\$ 48,937	\$ 50,847
6	\$	45,333	\$ 47,099	\$ 50,847	\$ 52,829
7	\$	47,099	\$ 48,937	\$ 52,829	\$ 54,883
8	\$	48,937	\$ 50,847	\$ 54,883	\$ 57,045
9	\$	50,847	\$ 52,829	\$ 57,045	\$ 59,243
10	\$	52,829	\$ 54,883	\$ 59,243	\$ 61,549
11	\$	54,883	\$ 57,045	\$ 61,549	\$ 63,964
12	\$	54,883	\$ 59,243	\$ 63,964	\$ 66,450
13	\$	54,883	\$ 59,243	\$ 63,964	\$ 66,450
14	\$	54,883	\$ 59,243	\$ 63,964	\$ 66,450
15	\$	54,883	\$ 59,243	\$ 63,964	\$ 66,450
16	\$	54,883	\$ 59,243	\$ 63,964	\$ 66,450
17	\$	58,890	\$ 61,117	\$ 65,982	\$ 68,577
18	\$	58,890	\$ 61,117	\$ 65,982	\$ 68,577
19	\$	61,186	\$ 62,310	\$ 67,268	\$ 69,899
20	\$	61,186	\$ 63,499	\$ 68,562	\$ 71,225
21	\$	61,186	\$ 63,499	\$ 68,562	\$ 71,225
22	\$	61,186	\$ 63,499	\$ 68,562	\$ 71,225
23	\$	61,186	\$ 65,975	\$ 72,331	\$ 75,142
24	\$	61,186	\$ 65,975	\$ 72,331	\$ 75,142
25	\$	61,186	\$ 65,975	\$ 72,331	\$ 75,142
26	\$	61,186	\$ 65,975	\$ 72,331	\$ 75,142
27	\$	61,798	\$ 66,800	\$ 73,416	\$ 76,645
28	\$	61,798	\$ 66,800	\$ 73,416	\$ 76,645
29	\$	61,798	\$ 66,800	\$ 73,416	\$ 76,645
30	\$	61,798	\$ 66,800	\$ 73,416	\$ 76,645
31	\$	62,414	\$ 67,600	\$ 74,519	\$ 78,176

FACTOR	2017	2.00%	102.00%		
STEPS		BACHELOR	B150	MASTERS	MASTERS +15
		1	2	3	4
	\$	36,757	\$ 38,191	\$ 41,241	\$ 42,822
1	\$	38,191	\$ 39,698	\$ 42,822	\$ 44,513
2	\$	39,698	\$ 41,241	\$ 44,513	\$ 46,240
3	\$	41,241	\$ 42,822	\$ 46,240	\$ 48,041
4	\$	42,822	\$ 44,513	\$ 48,041	\$ 49,916
5	\$	44,513	\$ 46,240	\$ 49,916	\$ 51,864
6	\$	46,240	\$ 48,041	\$ 51,864	\$ 53,886
7	\$	48,041	\$ 49,916	\$ 53,886	\$ 55,981
8	\$	49,916	\$ 51,864	\$ 55,981	\$ 58,186
9	\$	51,864	\$ 53,886	\$ 58,186	\$ 60,429
10	\$	53,886	\$ 55,981	\$ 60,429	\$ 62,781
11	\$	55,981	\$ 58,186	\$ 62,781	\$ 65,244
12	\$	55,981	\$ 60,429	\$ 65,244	\$ 67,780
13	\$	55,981	\$ 60,429	\$ 65,244	\$ 67,780
14	\$	55,981	\$ 60,429	\$ 65,244	\$ 67,780
15	\$	55,981	\$ 60,429	\$ 65,244	\$ 67,780
16	\$	55,981	\$ 60,429	\$ 65,244	\$ 67,780
17	\$	60,068	\$ 62,340	\$ 67,302	\$ 69,949
18	\$	60,068	\$ 62,340	\$ 67,302	\$ 69,949
19	\$	62,410	\$ 63,557	\$ 68,614	\$ 71,298
20	\$	62,410	\$ 64,770	\$ 69,934	\$ 72,650
21	\$	62,410	\$ 64,770	\$ 69,934	\$ 72,650
22	\$	62,410	\$ 64,770	\$ 69,934	\$ 72,650
23	\$	62,410	\$ 67,295	\$ 73,779	\$ 76,646
24	\$	62,410	\$ 67,295	\$ 73,779	\$ 76,646
25	\$	62,410	\$ 67,295	\$ 73,779	\$ 76,646
26	\$	62,410	\$ 67,295	\$ 73,779	\$ 76,646
27	\$	63,035	\$ 68,136	\$ 74,885	\$ 78,178
28	\$	63,035	\$ 68,136	\$ 74,885	\$ 78,178
29	\$	63,035	\$ 68,136	\$ 74,885	\$ 78,178
30	\$	63,035	\$ 68,136	\$ 74,885	\$ 78,178
31	\$	63,663	\$ 68,952	\$ 76,010	\$ 79,741

FACTOR	2018	1.00%	101.00%		
STEPS		BACHELOR	B150	MASTERS	MASTERS +15
	0	1	2	3	4
0	\$	37,125	\$ 38,573	\$ 41,654	\$ 43,251
1	\$	38,573	\$ 40,095	\$ 43,251	\$ 44,958
2	\$	40,095	\$ 41,654	\$ 44,958	\$ 46,703
3	\$	41,654	\$ 43,251	\$ 46,703	\$ 48,522
4	\$	43,251	\$ 44,958	\$ 48,522	\$ 50,416
5	\$	44,958	\$ 46,703	\$ 50,416	\$ 52,383
6	\$	46,703	\$ 48,522	\$ 52,383	\$ 54,425
7	\$	48,522	\$ 50,416	\$ 54,425	\$ 56,541
8	\$	50,416	\$ 52,383	\$ 56,541	\$ 58,769
9	\$	52,383	\$ 54,425	\$ 58,769	\$ 61,034
10	\$	54,425	\$ 56,541	\$ 61,034	\$ 63,410
11	\$	56,541	\$ 58,769	\$ 63,410	\$ 65,897
12	\$	56,541	\$ 61,034	\$ 65,897	\$ 68,459
13	\$	56,541	\$ 61,034	\$ 65,897	\$ 68,459
14	\$	56,541	\$ 61,034	\$ 65,897	\$ 68,459
15	\$	56,541	\$ 61,034	\$ 65,897	\$ 68,459
16	\$	56,541	\$ 61,034	\$ 65,897	\$ 68,459
17	\$	60,670	\$ 62,964	\$ 67,976	\$ 70,649
18	\$	60,670	\$ 62,964	\$ 67,976	\$ 70,649
19	\$	63,035	\$ 64,193	\$ 69,301	\$ 72,011
20	\$	63,035	\$ 65,418	\$ 70,634	\$ 73,378
21	\$	63,035	\$ 65,418	\$ 70,634	\$ 73,378
22	\$	63,035	\$ 65,418	\$ 70,634	\$ 73,378
23	\$	63,035	\$ 67,968	\$ 74,517	\$ 77,413
24	\$	63,035	\$ 67,968	\$ 74,517	\$ 77,413
25	\$	63,035	\$ 67,968	\$ 74,517	\$ 77,413
26	\$	63,035	\$ 67,968	\$ 74,517	\$ 77,413
27	\$	63,666	\$ 68,819	\$ 75,635	\$ 78,961
28	\$	63,666	\$ 68,819	\$ 75,635	\$ 78,961
29	\$	63,666	\$ 68,819	\$ 75,635	\$ 78,961
30	\$	63,666	\$ 68,819	\$ 75,635	\$ 78,961
31	\$	64,301	\$ 69,643	\$ 76,771	\$ 80,539

#### 18.06 Supplemental Positions and Salary Schedule

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

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

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

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

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

Newspaper	.0300
Yearbook	.0945

**WAYNE LOCAL SCHOOLS  
SUPPLEMENTAL SALARY SCHEDULE**

- G. In determining the amount of pay the percentage number shall be applied to the base pay of the salary schedule (BA Step 0) times 1.05 and rounded to the nearest whole dollar. The athletic supplemental salaries shall be determined by each sport by the coaches of the sport and the athletic director, however the total amount paid in any sport on supplementals shall be the total of all the supplemental salaries contained herein for that sport.

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

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

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

H. SUPPLEMENTAL REVIEW COMMITTEE

1. By January 1, 2017, the parties shall make appointments to serve on a Supplemental Review Committee. Three (3) teaching staff members shall be appointed by the Association President and two (2) administrators shall be appointed by the Superintendent.
2. The purpose of the Supplemental Review Committee shall be to:
  - a. Develop a rubric to determine placement of positions on the Supplemental Salary Schedule, including current positions and any newly created positions (both academic and athletic);
  - b. Determine parameters for the inclusion of supervisory positions/stipends for athletic teams and/or athletic events.
3. The Supplemental Review Committee shall complete their responsibilities and present their recommendations to both the Superintendent and Association President by April 30, 2017. The parties shall then negotiate necessary changes to the contract language and seek approval by the Association membership and the Board. Upon approval by both parties, any changes to Article 18.06 shall be included as an amendment to the negotiated contract.

**ARTICLE NINETEEN - NEGOTIATIONS PROCEDURE**

19.01 Request To Open Negotiations

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

19.02 Tentative Agreement

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

19.03 Impasse

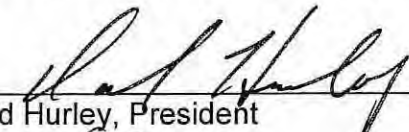
In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first negotiation session, either party may

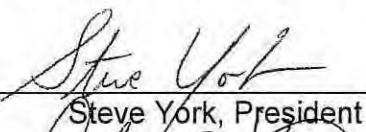
declare impasse in writing on all issues being negotiated. The parties may mutually agree to withdraw from the impasse procedures any item which may be submitted later for ratification as part of a total package. Upon declaration of impasse, either party may call for the assistance of a mediator from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

#### **ARTICLE TWENTY - DURATION AND IMPLEMENTATION**

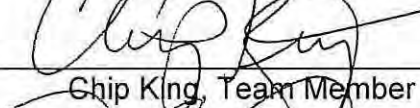
- 20.01 This master contract shall be effective from 12:00 midnight, July 1, 2015, and shall continue in full force and effect until 12:00 midnight, June 30, 2018, and from year to year thereafter or until a successor master contract has been ratified by the Board and the Association.
- 20.02 This master contract shall serve as the base from which future negotiations shall commence.
- 20.03 If any provision of this master contract or any application of this master contract to any of the teaching staff members who are covered by this master contract is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this master contract shall continue in full force and effect. In such event, the parties to this master contract will meet to negotiate any necessary changes in this master contract regarding such conditions of employment found to be contrary to law.

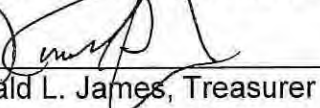
BOARD OF EDUCATION OF THE  
WAYNE LOCAL SCHOOL DISTRICT  
WARREN COUNTY, OHIO WAYNESVILLE EDUCATION ASSOCIATION

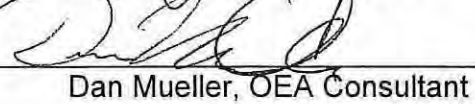
By   
David Hurley, President

By   
Steve York, President

By   
Patrick Dubbs, Superintendent

By   
Chip King, Team Member

By   
Ronald L. James, Treasurer

By   
Dan Mueller, OEA Consultant

9/14/15  
Date

**WAYNE LOCAL SCHOOLS  
STAFF ABSENCE FORM**

Employee's Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

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

- \_\_\_\_\_ A. **SICK LEAVE**. (Falsification of Sick Leave will be Grounds for Termination.)  
The undersigned says that he/she is hereby making application for the use of  
sick leave as provided in Revised Code 3319.141 (3319.14.1) and that the  
use of such sick leave is justified for appropriate reasons.
- \_\_\_\_\_ B. **PERSONAL BUSINESS LEAVE**
- \_\_\_\_\_ C. **JURY DUTY OR SUBPOENA**
- \_\_\_\_\_ D. **MILITARY DUTY**
- \_\_\_\_\_ E. **UNPAID LEAVE**
- \_\_\_\_\_ F. **INJURY OR DISABILITY LEAVE**
- \_\_\_\_\_ G. **ASSAULT LEAVE**
- \_\_\_\_\_ H. **PROFESSIONAL ABSENCE** (Assigned, Excused or Professional)
- \_\_\_\_\_ I. **VACATION LEAVE** (For 12 Month Employees)
- \_\_\_\_\_ J. **OTHER** – Specify \_\_\_\_\_

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

Signature of Employee \_\_\_\_\_  
Signature of Superintendent,  
Principal or Supervisor \_\_\_\_\_

**CENTRAL OFFICE USE ONLY**

\_\_\_\_\_ Accepted \_\_\_\_\_ Rejected Date \_\_\_\_\_ By \_\_\_\_\_

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

\_\_\_\_\_  
Signature of School Official

WAYNE LOCAL BOARD OF EDUCATION

SICK LEAVE BANK APPLICATION

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

NUMBER OF SICK LEAVE DAYS USED THIS SCHOOL YEAR: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

NUMBER OF DAYS YOU ARE REQUESTING FROM THE BANK: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

**WAYNE LOCAL BOARD OF EDUCATION**

**SICK LEAVE BANK  
PHYSICIAN VERIFICATION**

\_\_\_\_\_ Is unable to perform his or her teaching duties  
and requires extended sick leave because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

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

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

**NOTE:**

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

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

This Memorandum OF Understanding is executed this the first day of September, 2015, by and between Waynesville Education Association (hereinafter "Union"), and the Wayne Local School District Board of Education (hereinafter The "Board").

**WHEREAS**, the Board and the Union are parties to a collective bargaining agreement (2015-2018); and

**WHEREAS**, teachers and school districts will be given "safe harbor" for 2015-16 and 2016-17; and

**WHEREAS**, the Board and the Union have agreed that student growth makes up a significant portion of an evaluation for teachers; and

**WHEREAS**, due to the transition of new assessments, teachers will not use value-added ratings from state tests for the 2014-15 and 2015-16 school years as a part of their evaluations or when making decisions regarding dismissal, retention, tenure or compensation.

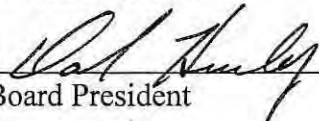
**IT IS NOW THEREFORE AGREED as follows:**

1. The District will use student growth measures other than value-added results for evaluations; student learning objectives (SLOs) to replace value-added results from state tests.
2. For educators partially using value-added results from state tests, only include the remaining student growth measures and the educator performance measure to determine the overall evaluation rating.
3. The Board and the Union agree to use the alternative teacher evaluation framework. The alternative framework includes teacher performance at 42.5 percent, student growth at 42.5 percent and an additional measure as 15 percent of the evaluation.
4. Use of a teacher self-evaluation as an alternative component of teacher evaluation; teacher self-evaluation promotes an objective self-reflection of strengths and areas for growth. The reflection shall be based on analysis of evidence about effective instructional practices and the impact of those practices on student learning.
5. This Memorandum of Understanding shall automatically expire on July 1, 2017.
6. The Board and Union further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the Union.


Executed on the date noted above by the duly authorized representatives of the Board and the Union.

WAYNE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

FOR THE BOARD

  
Board President

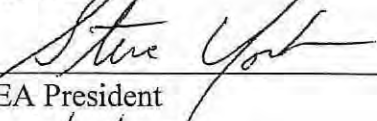
9/14/15  
Date

  
Superintendent

9/15/15  
Date

WAYNESVILLE EMPLOYEES  
ASSOCIATION

FOR WEA

  
WEA President

9/11/15  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WAYNESVILLE EDUCATION ASSOCIATION,  
WAYNESVILLE NONCERTIFICATED ASSOCIATION  
AND THE WAYNE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum is entered on this nineteenth day of August, 2015, by and between Waynesville Education Association (hereinafter "WEA"), Waynesville Noncertificated Association (hereinafter "WNEA"), and the Wayne Local School District Board of Education (hereinafter The "BOE").

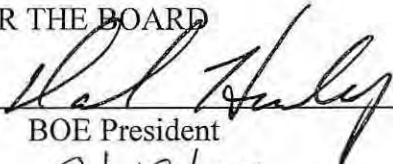
**WHEREAS**, WEA, WNEA, and BOE are parties to a collective bargaining agreement the effective dates of which are July 1, 2015 through June 30, 2018 (hereinafter referred to as the "Agreement") and

**IT IS NOW THEREFORE AGREED as follows:**

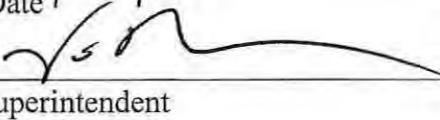
1. Articles 12.11 of the WEA agreement and 7.08 of the WNEA agreement shall allow any staff member who resides outside of the Wayne Local School District to potentially enroll their child through the open enrollment application process.
2. Articles 12.11 and 7.08 shall be reviewed annually according to state funding.
3. Both associations may request that the language revert back to present language if state funding changes or a change in the local Superintendent takes place.
4. All other provisions of the Agreement will remain current contract language.
5. This Memorandum shall become effective with signatures by the BOE, WEA and WNEA. The terms of this memorandum shall be reviewed annually in association with the collective bargaining agreement.

WAYNE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

FOR THE BOARD

  
\_\_\_\_\_  
BOE President

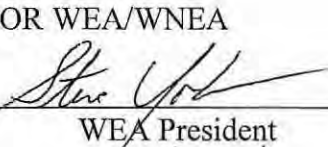
8/19/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

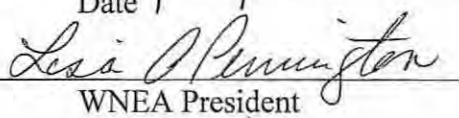
8/19/15  
\_\_\_\_\_  
Date

WAYNESVILLE EDUCATION  
ASSOCIATION

FOR WEA/WNEA

  
\_\_\_\_\_  
WEA President

8/19/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
WNEA President

8/19/15  
\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is executed this 11th day of January, 2016, by and between the **BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT** (hereafter, the "Board") and the **WAYNESVILLE EDUCATION ASSOCIATION** (hereafter, the "Association").

**WHEREAS**, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter, the "Agreement"), the effective dates of which are July 1, 2015 through June 30, 2018; and

**WHEREAS**, the Board and the Association desire to correct a drafting error in Article 12.08(A) of the Agreement.

### **IT IS NOW THEREFORE AGREED** as follows:

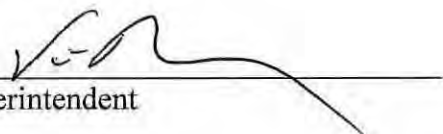
1. The Board and Association hereby agree that the following language from Article 12.08(A) shall be deleted in its entirety:

~~One half day without students will be provided at the ends of the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> quarters for grading and record keeping.~~

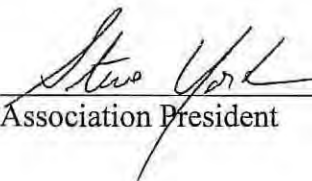
2. The Board and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the Association.

Executed on the date noted above by the duly authorized representatives of the Board and the Association.

**WAYNE LOCAL SCHOOL  
DISTRICT BOARD OF  
EDUCATION**

  
\_\_\_\_\_  
Superintendent

**WAYNESVILLE EDUCATION  
ASSOCIATION**

  
\_\_\_\_\_  
Association President

# Wayne Local Schools

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Date: January 3, 2013

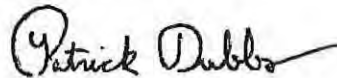
To: Marla Bell, OEA  
Steve York, President WEA

From: Pat Dubbs, Supt. of Schools

Re: Planning Time Concerns

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

Sincerely,



Pat Dubbs  
Superintendent of Schools