

MASTER CONTRACT

BETWEEN

**WYOMING CITY SCHOOLS
BOARD OF EDUCATION**

AND

**WYOMING EDUCATION
ASSOCIATION**

July 1, 2017-June 30, 2020

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PREFACE

The Wyoming Board of Education and the Wyoming Education Association support the following Philosophy of the Wyoming City Schools, which may be revised at the sole discretion of the Board.

EDUCATIONAL PHILOSOPHY

The District must assure the acquisition and mastery of essential learning skills by all of its students, while providing a broad view of humankind's history, achievements, and potential. In addition, educational programs must recognize individual differences in students and be responsive to their special needs so that all students reach their full potential. The school system must foster an atmosphere of mutual respect for the dignity, rights, and worth of all persons, including oneself.

Education must take place in an atmosphere that allows for creative learning and teaching, with defined goals that can be attained by both teachers and students. Teachers should be encouraged to be creative and innovative in their thinking and in their dealings with students, both in their specialized fields and in all areas of student contact. Students should be involved in the development of their educational programs to encourage them to assume responsibility for their own intellectual, physical, and emotional maturity. Teaching students to reach beyond the school for resources for learning is essential. This emphasis should be planned to foster a lifetime pursuit of learning and to promote an awareness of the students' own responsibilities to the community and to society at large.

For the success of this educational process, community involvement is vital. The Board is committed to maintaining an educational program which clearly reflects the needs and interests of the total community.

Implementation of this philosophy will be enhanced by means of district goals which have been established by the Board with assistance from a committee of representative community members. (Board Policy 2110)

ARTICLE I: RECOGNITION

1.01 ASSOCIATION RECOGNITION

The Wyoming City School District Board of Education, hereinafter referred to as the "Board," recognizes the Wyoming Education Association, an affiliate of the Southwestern Ohio Education Association, the Ohio Education Association, and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for the bargaining unit as described below having the right to represent exclusively the members of the bargaining unit and the right to unchallenged and exclusive representation during the term of this Contract.

1.02 BOARD RECOGNITION

The Association recognizes the Board as the locally elected body charged with the establishment of public education in the District and as the employer of all bargaining unit members of this District under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Sections 3313.20, 3313.47, and Chapter 4117 of the Ohio Revised Code.

1.03 BARGAINING UNIT DEFINITION

The bargaining unit covered by this Contract is defined as all certificated and or licensured employees who are under contract with this Board, excluding substitute teachers, the superintendent, all assistant superintendents, administrative assistants, principals, assistant principals, supervisors, directors, and all others for whom certification and or licensure in supervision or administration is required as a condition of employment, teacher aides, and all other non-certificated employees of the Board and administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE II: COLLECTIVE BARGAINING

2.01 MANAGEMENT RIGHTS

2.0101 Unless the Board agrees otherwise in this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to the generality of the foregoing, the right:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate, and hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, and personnel by which governmental operations are to be conducted;
- E. To suspend, discipline, demote, and discharge for just cause, and lay off, transfer, assign, schedule, promote, and retain employees;
- F. To determine the adequacy of the work force;
- G. To determine, along with input from the community and staff and students the overall mission of the district and its stakeholders;
- H. To effectively manage the work force; and,
- I. To take actions to carry out the mission of the public employer as a governmental unit.

2.0102 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, and regulations shall be limited only by the specific and express terms of this Contract and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

2.02 SCOPE OF BARGAINING

2.0201 Negotiable matters and management rights shall be in accordance with 4117.08 of the Ohio Revised Code (ORC).

- A. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association, except as otherwise specified herein.
- B. The rating of candidates, the establishment of seniority lists, and original assignments are not appropriate subjects for collective bargaining.

2.0202 The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

2.03 PROCEDURES FOR NEGOTIATIONS

2.0301 The Association shall file a notice in writing to request a meeting with the Board or its representatives at a mutually agreed upon time during the school year at the end of which the Master Contract expires or provides for reopening on some issue.

- A. At this meeting, the Association and the Board shall determine what approach they wish to take to negotiations, what outside assistance they will need, and how they will identify and retain such assistance. Thereafter, the Association and the Board shall jointly secure the assistance they need if any, and proceed with negotiations beginning no later than January 15.
- B. From January 15, a period of forty-five (45) calendar days shall be considered normal period for negotiations. This period may be extended by mutual agreement of the parties in writing.
- C. In a school year in which the Master Contract expires and the school district has a levy on the ballot, the Association and the Board will determine a mutually agreeable date to begin negotiations.

2.0302 All meetings will be in executive session, at the time and place mutually agreed upon by both parties.

2.0303 Each negotiation team may use consultants as they feel essential in the course of negotiations; however, they should not be viewed as primary spokespersons.

2.0304 The chairperson of either team may recess his/her group for an independent caucus.

- 2.0305 As tentative agreements are reached, they will be committed to writing and agreed to by the chairpersons.
- 2.0306 Prior to and during the period of the negotiation sessions, the Board and the Association agree to provide the other, upon written request and in a reasonable time period, available public information concerning financial resources of the District and such other public information as will assist the respective negotiation teams in developing intelligent, accurate, and constructive programs that will be in the best interest of all parties concerned with a quality educational program. In addition, a WEA representative will be a standing member of the Board of Education Finance Committee.
- 2.0307 "Good faith" requires that the Board and the Association be willing to respond to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons, but neither party can compel the other party to agree to a proposal or to make a concession.
- 2.0308 Progress reports may be made to the represented bodies by their respective negotiation team. The manner and methods used to communicate the progress reports must be mutually agreed to by the Board and Association in writing. No details of tentative agreements shall be released by either party and no news releases shall be made by either party during negotiations unless by mutual agreement of the parties in writing.
- 2.0309 When negotiations have been concluded, the agreement shall be committed to writing and signed by the chairpersons of the teams on behalf of the Board of Education and the Association officers.
- A. The negotiated Contract shall be presented to the Association members for ratification. Upon ratification by the Association, written notice of ratification by the Association shall be sent to the Board.
 - B. At that time, the negotiated Contract shall be placed on the agenda of a special Board meeting within seven calendar days of the Association's ratification vote unless a regularly scheduled Board meeting will occur within those seven days; and unless it is impossible to convene a quorum of the Board of Education.
 - C. Upon adoption by the Board, the provisions of the negotiated Contract shall supersede any existing Board policies with which it may be in conflict.
- 2.0310 IMPASSE
- A. The parties pledge themselves to negotiate in good faith and, in the event agreement is not reached, to utilize in good faith such mediatory facilities as are available. In the event that tentative agreement cannot be obtained by both

parties on all items being negotiated by a mutually agreed upon end date, either party may declare to the other in writing that an impasse exists.

- B. The party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator.
- C. The mediator shall meet with both parties forthwith, either jointly or separately, and shall take steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- D. If mediation fails to resolve the impasse within eighteen (18) calendar days, the Association then shall have the right to exercise its rights as outlined in ORC 4117.14 (D).

2.04 DEFINITIONS

2.0401 PROGRESS REPORT:

Reports made by the Superintendent and Association President to their respective representative bodies.

2.0402 MEDIATION:

An assistive process and procedure that attempts to help the parties to recognize their differences and similarities under the rules and regulations of Federal Mediation and Conciliation Service.

2.0403 IMPASSE:

Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of positions by the members of the negotiation teams is taking place and/or agreement is not reached within the specified time limit.

2.0404 EXECUTIVE SESSION:

A negotiation session closed to the public after which participants cannot share information.

2.0405 CHAIRPERSON:

Presiding member of the respective negotiation team.

2.05 NO REPRISAL:

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

2.06 CONTRACT EDUCATION

Administrators, Association Officers, BAT and SFAC members shall attend a Contract education meeting at the beginning of every school year.

2.07 MASTER CONTRACT ORIENTATION

2.0701 A copy of the master contract shall be produced and distributed at the mutual cost of the Board and Association to each bargaining unit member at the start of the contract's life and subsequently to each new member of the professional staff upon hiring.

2.0702 On the first day prior to the new school year in the life of the master contract, a joint Administrative and Association team will present a contract information session to all members of the bargaining unit in a district-wide meeting.

2.0703 All new employees will be oriented by the Association.

2.08 LETTERS OF UNDERSTANDING

If during the life of the contract either party determines that developing a letter of understanding will be mutually beneficial, then the steps below will be followed:

1. Either party will contact the other.
2. Both parties will meet to discuss the issue.
3. On issues upon which both parties mutually agree, a letter of understanding will be developed and taken to the Board of Education and the Association membership for ratification. Once the letter of understanding has been approved by both the Board and the Association, it will be signed by representatives of both parties. Issues that involve individual personnel matters are exempt from the ratification process.
4. The letters of understanding will become addendums to the current contract, with the exception of any letters of understanding that involve individual personnel matters.

ARTICLE III: GRIEVANCE PROCEDURES

It is the desire of the Board, WEA, and administration to resolve any misunderstanding by direct discussions of an informal type among interested parties. If such resolution is not possible, the following procedures apply.

3.01 DEFINITIONS

3.0101 A "grievance" shall be defined as an alleged violation, misinterpretation and/or misapplication of any of the provisions of this negotiated Contract.

3.0102 The term "day" in this contract, unless otherwise defined, means:

- A. During the school year a day means a day when school is in session for either instruction, in-service, or professional development and excluding Saturday, Sunday, legal holidays, and Board holidays.
- B. Outside of the school year, a day is any weekday that is not a legal holiday.

3.02 GENERAL PROVISIONS

3.0201 Time limits provided herein shall be adhered to strictly as maximums to ensure rapid resolution of the grievances. Time limits may be extended only by mutual agreement of the parties in writing. It is the obligation of the grievant to pursue his/her remedy with diligence. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response, or resolution made at the last step of the grievance procedure. A failure on the part of the principal, the Superintendent, or the Board or by any party acting on their behalf for the purpose of adjusting grievances, to respond within the prescribed time limits shall be deemed to be denial of the grievance allowing the grievant to take the grievance to the next step of the grievance procedure.

3.0202 Both parties agree that grievances shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records. A grievant may be accompanied at any step by an Association representative and/or his/her legal counsel. Witnesses, affidavits, documentation or other evidence may be presented at any level. All grievances must be endorsed by the Association.

3.0203 All grievance hearings will be preceded by an informal meeting of hearing participants to review the merits of the grievance as well as the grievance procedures. The grievance could be resolved or dismissed in this meeting.

3.03 ASSOCIATION RIGHTS AND NONRETALIATION

No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any member of the Association by reason of such participation. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.04 GRIEVANCE PROCESS

The following procedure shall be followed in all attempts to resolve a grievance. Each successive step shall be followed only if the grievant is dissatisfied with the disposition at the previous step.

- 3.0401 Where only a single bargaining unit member is involved, the Association, through its duly authorized bargaining unit member, shall notify the appropriate administrator in writing within twenty days of the action which is the cause of the grievance and he/she shall meet with them at the earliest mutually convenient date not to exceed ten (10) days after such notification.
- A. The grievance shall then be heard and a written determination made by the appropriate administrator not more than ten days following the meeting or meetings held in connection with the grievance.
 - B. Within three days of receipt of the written determination the grievant may request a meeting with the appropriate administrator.
 - C. If the grievance is not satisfactorily resolved with the initial administrator, the grievant shall appeal in writing to the Superintendent within five days following the decision of the initial administrator. The Superintendent and Association representative shall consult with the grievant in an attempt to resolve the grievance. If the grievance cannot be resolved through consultation the Superintendent shall issue a written decision upon the grievance within seven days of the conclusion of the consultation.
 - D. Following the decision of the Superintendent, the grievant may appeal to the Board by notifying the President of the Board in writing within five days of the Superintendents decision. The Board shall schedule a grievance hearing within a period not to exceed fifteen (15) days after such notification, and the Board will render its decision within a period not to exceed ten days after the hearing at which the grievance is presented and considered.

3.0402 Where a grievance directly affects more than one (1) of the bargaining unit members, the Association, through its duly authorized bargaining unit member(s), shall notify the Superintendent of the grievance in writing within twenty (20) days of the alleged grievance, and he/she shall meet with them at the earliest mutually convenient date, not to exceed ten (10) days after such notification.

- A. Within ten (10) days of the meeting or meetings held in connection with the grievance, the Superintendent shall render his/her decision in writing to the Board and to the Association simultaneously.
- B. In the event that the Association shall be dissatisfied with the decision of the Superintendent, it shall within ten (10) days of receipt of the Superintendent's decision notify the President of the Board, who shall convene a quorum of the Board at the earliest reasonable date agreeable to both parties but not to exceed twenty (20) days to hear the grievance.
- C. The Board shall then render a determination within ten (10) days after the grievance hearing has concluded.

3.0403 To the extent the time provisions for resolving any grievance shall carry the period into the summer recess, then if possible, the parties shall proceed to resolve said grievance before the commencement of the next school year.

3.05 MISCELLANEOUS

3.0501 Any grievance may be withdrawn at any step without prejudice.

3.0502 No bargaining unit member may be represented by any organization other than the Association in any grievance initiated pursuant to this negotiated Contract. No bargaining unit member will be denied the right to Association representation and Association counsel at any time. Should any meeting or hearing required by the General Provision be scheduled during the day, the grievant(s) and his/her Association representative(s) shall be released without loss of pay or benefits.

ARTICLE IV: PROFESSIONAL STAFF EVALUATION

4.01 COMMITMENT

It is the commitment of the Board and the Association to adhere to the procedures set forth in the Professional Staff Evaluation process.

4.02 EVALUATION COMMITTEE

4.0201 There shall be an Evaluation Committee consisting of the Assistant Superintendent, three (3) administrators, the Association President, and three (3) bargaining unit members representing the three (3) divisions chosen by the Association President.

4.0202 The Evaluation Committee shall meet annually to review the current evaluation procedure and make any recommended procedural changes to the Superintendent.

4.0203 Evaluation Committee members will receive up to three (3) day's pay at the educational planning and development rate with prior approval of the superintendent.

4.03 EVALUATION ORIENTATION

4.0301 Before the beginning of each school year, the Evaluation Document and supporting materials will be made available electronically. An evaluation orientation will occur no later than September 30 each year. The purpose of the meeting shall be to review the documents and to orient teachers regarding the process. Teachers not present at the orientation meeting are encouraged to schedule a meeting with their principal for an orientation regarding the process.

4.0302 No later than October 1 of each school year building principals will advise staff members as to who their primary evaluator will be in order for the bargaining unit member to schedule their evaluations. No observation or evaluation shall take place until the teacher has been notified as to whom their evaluator will be.

4.0303 All bargaining unit members shall receive an annual final summative rating and report.

4.04 USE OF EVALUATION

A. Through June 29, 2020, neither the final summative rating nor any student growth measures shall be used as the sole factor in any decision concerning the renewal, non-renewal, or termination of any teacher.

B. Through June 29, 2020, neither the final summative rating, nor any student growth measures, shall be used as the sole factor in any decision concerning the assignment, re-assignment, or transfer of any teacher.

ARTICLE V: ASSOCIATION RIGHTS

5.01 EXCLUSIVE ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to these rights exclusively:

5.0101 USE OF SCHOOL BUILDINGS, EQUIPMENT, AND FACILITIES

- A. The Association shall be allowed the use of all school buildings and facilities for Association business provided that such use does not conflict with school business and is in accordance with customary school practices. Requests for general membership meetings shall be made twenty-four (24) hours in advance to the building principal.
- B. The Association shall be allowed the use of public address system for Association announcements, with approval of the supervising principal.
- C. The Association shall be allowed the use of all building staff bulletin boards for Association information.

5.0102 USE OF INTERSCHOOL MAIL/DISTRIBUTION SYSTEM

- A. The Association shall be allowed the use of the interschool mail system, including mailboxes and electronic communications.
- B. The Association shall be allowed the distribution of faculty bulletins to members according to normal school procedure.

5.0103 CONDUCTION OF ASSOCIATION BUSINESS/MEETINGS

- A. The OEA Labor Relations Consultant or Association President or designee may conduct Association business before and after *the* school day and during non-teaching time with another unit member during his/her planning time or non-supervising time or at any time during the school day agreed upon with the appropriate administrator.
- B. Representatives leaving their assigned school(s) must inform their building principal or his/her designee of their departure and of their destination but not of their specific purpose.

5.0104 FINANCIAL DOCUMENTS

The Association shall, upon request, be provided copies of all public record documents prepared by the District, Hamilton County or the State of Ohio which are in the possession of the district.

5.0105 FIRST GENERAL MEETING

The Association President shall be permitted to address all teachers at the first general meeting at a time designated by the Superintendent.

5.02 ASSOCIATION LEAVE

5.0201 The Board will authorize three (3) workdays of absence per school year to the Association to permit bargaining unit members to represent the Association, without loss of pay, on programs or in any official capacity at Association meetings, conferences, or conventions of OEA affiliated teacher organizations.

5.0202 All applications for Association Leave must be made in writing by the Association President at least three (3) days before the day requested; however, the Association President or his/her designee may use Association Leave in fractional day amounts without the required three (3) day notice.

5.03 BOARD MEETINGS

An Association representative shall be permitted to address the Board during the board meetings at a time designated by the Board.

5.04 BOARD DOCUMENTS

The Association President will receive the Board's agenda and accompanying public information the school day before each regular Board meeting.

5.05 ASSOCIATION DOCUMENTS

The Board President and the Superintendent will receive the Association officers' agenda and accompanying documents, and monthly reports.

5.06 PARTICIPATORY MANAGEMENT

The WEA, the Board of Education and the administration of the Wyoming City Schools pledge their continued commitment to the concept of shared decision making as reflected in the following agreed-upon principles:

- A. We value the judgment and professionalism of our colleagues.
- B. Organizational vision is enhanced when responsibility, accountability, and decision making are shared by the stakeholders.

- C. The long term interest of students, parents, community and district staff members will be considered in the decision making process.
- D. Decision making is most effective at the site of implementation.
- E. The free flow of information is essential for good decision making.
- F. Shared decision making must occur within the framework established by:
 1. The Wyoming Board of Education, its philosophy and policies.
 2. The agreements contained in the contract between the WEA and the Board of Education, and
 3. The laws of the state of Ohio and the nation.

5.07 DISTRICT LEADERSHIP TEAM (DLT)

5.0701 A group of bargaining unit members and administrators will assemble six times per year, once each in the months of August, September, December, January, March, and May for the purpose of district-wide leadership and decision-making. These dates will be set by the Superintendent and the WEA President prior to the start of the school year.

5.0702 OBJECTIVES:

- A. To facilitate continuous improvement by discussing, analyzing, and reviewing the progress of Building Leadership Team goals, action plans, and discussions.
- B. To serve as a collegial leadership group to assess District needs, develop goals, develop action plans, assess progress, and evaluate results of these issues based on the strategic plan as agreed upon by the Board of Education and Administration.
- C. To recommend to the Superintendent possible alternatives for the resolution of concerns.
- D. To inform bargaining unit members of the work of the committees when appropriate.
- E. To discuss district-wide policy decisions and recommend to the Superintendent possible alternatives for the resolution of concerns that arise through the Building Action Teams or Building Leadership Teams recognizing that ultimately the Board of Education is responsible for all policy.

- F. To participate in district-wide planning focused on school and or district improvement.
- G. To provide guidance towards the planning of district-wide professional development.
- H. To oversee and monitor the progress of District Evaluation Committee and review evaluation data twice per year in the January and May meetings.
- I. To monitor the progress trends and data of District spending on professional growth to help guide the planning of District professional development.

5.0703 OPERATION OF THE DLT:

- A. Membership
 - 1. Four (4) bargaining unit members selected by the Association President, to include one member of each Building Action Team or Building Leadership Team.
 - 2. Three Divisional Principals and the Assistant Superintendent or Director of Pupil Services as determined by the Superintendent.
 - 3. President of the Association.
 - 4. Superintendent of Schools.
- B. President of the Board of Education or other designated member of the Board of Education shall attend at least 2 times per year (in August and May), or as additionally needed.
- C. The WEA recording secretary or Superintendent's administrative assistant will serve to take official minutes of the meeting. These minutes will be approved via email by committee members within 7 days of each meeting and distributed to members of the Board, Administration, and WEA within 14 days.

5.0704 Fixed Agenda Items

In order to facilitate effective planning, the following will be standing agenda items for the designated months:

August – Review of District goals; guiding and reviewing of professional development

January – Review of evaluation data and trends; and data on professional growth

March – District school calendar; review of trends and data on professional growth; start planning District goals for the following school year

May – Review of evaluation data trends; setting District goals for the following school year; begin guiding professional development for the following school year.

5.08 BUILDING ACTION TEAM (5.08 through 5.0804 will be effective through the 2017-2018 school year)

5.0801 It is further agreed that a group of bargaining unit members and administrators within each division shall meet every month. Any member of a committee may suggest agenda items. The Committee should be chaired by a faculty representative chosen appropriately by the BAT members at each division. In advance of the meeting, the chair and principal will develop the agenda focused on problem-solving/school improvement issues. Concerns that could not be addressed and resolved prior to the meeting will become part of the agenda.

5.0802 OBJECTIVES:

- A. To serve as a collegial leadership group to assess building instructional needs and concerns, develop goals, develop action plans, assess progress, and evaluate results.
- B. To discuss general concerns of the bargaining unit members and administrators in the building. Any concern which affects one (1) or more bargaining unit members would be an appropriate topic if judged so by the faculty representative.
- C. To discuss and resolve concerns at the building level.
- D. To submit unresolved issues to the Superintendent-Faculty Advisory Council.
- E. To inform the bargaining unit members within each building of the work of the Team.
- F. To help in the planning of policy and practices at the building level.
- G. To assist in planning the building budget with provisions for department and/or grade level representation.
- H. It shall be a goal of the Building Action Team to propose items for the monthly faculty meetings designed to promote a more professional environment at the building level as well as at the district level.

- I. Any staff member may attend the monthly BAT meeting in order to discuss already established agenda items. While anyone may participate in the meetings only BAT members can make decisions on the agenda items.
- 5.0803 Bargaining unit member representatives from the Association will be nominated by the Association officers before the opening of the school year. An election will be held in each division on the first in-service day of the school year.
- 5.0804 **MEMBERSHIP:**
- A. The Committee shall have among its members the building administrators and bargaining unit member representatives from the Association.
 - B. There shall be one (1) bargaining unit member representative on the committee for every eight (8) high and middle school faculty members; and at the primary level, two (2) representatives at Elm, two (2) at Vermont, and three (3) at Hilltop.
 - C. When a vacancy occurs in the existing BAT membership a new election will take place within two weeks to fill that vacancy only. Eligibility for the vacancy shall be the same as stated for BAT membership at large.
 - D. For the sake of continuity BAT positions will not be split between members.
- 5.0805 In order to facilitate the transition from Building Action Team to the new Building Leadership Team (BLT), during the 2017-2018 school year the following will be developed and reviewed by the District Leadership Team by December of 2017:
- A. an interview process and selection criteria for department chairs at the high school and middle school and grade level chairs for the primary schools.
 - B. a feedback process for department chairs.
 - C. dates for the 2018-2019 BLT summer retreat.
 - D. a clear outline of the roles and responsibilities of the department and grade level chairs by March of 2018.
 - E. leadership training opportunities by March of 2018.
- 5.08 BUILDING LEADERSHIP TEAM (new language to replace existing language beginning in the 2018-2019 academic year)**
- 5.0801 A group of bargaining unit members and administrators within each division shall meet every month within 7 calendar days of the District Administrative team meeting. These dates will be set by the building principal and faculty committee chair prior to

the start of the school year. The Committee will be chaired by the building principal. In advance of the meeting, the faculty chair and principal will develop the agenda focused on curriculum and instruction. The goal of the BLT is to be proactive rather than reactive.

5.0802 OBJECTIVES:

- A. To serve as a collegial leadership group to assess building instructional needs and concerns, develop goals, develop action plans, assess progress, and evaluate results.
- B. To discuss and resolve unanticipated concerns at the building level.
- C. To forward unresolved issues or issues that may be shared by other divisions to the DLT for discussion.
- D. To inform the bargaining unit members within each division of the work of the BLT.
- E. To help in the planning of building goals, implementation of policy, and practices at the divisional level.
- F. To propose items for the monthly faculty meetings designed to promote a more professional environment at the building level as well as at the district level.

5.0803 Department Chairs will be appointed annually by the Building Principal following an interview of any interested candidates. Association representatives will be nominated by divisional staff and elected by the divisional Association members. The faculty chair, one of the three elected representatives, will be selected by the Association president.

5.0804 MEMBERSHIP of the Building Leadership Team will be unique to each division and structured as follows:

- A. High School Division (15 Members)
 - 1. Principal and Assistant Principal
 - 2. Department Chairs of the following departments: Art, English, Guidance, Math, Music, PE/Health, Science, Special Education, Social Studies, and World Language
 - 3. Three WEA at-large Representatives
- B. Middle School Division (15 Members)

1. Principal and Assistant Principal
 2. Department Chairs of the following departments: Art, English, Guidance, Math Music, PE/Health, Science, Special Education, Social Studies, and World Language (10)
 3. Three WEA at-large Representatives
- C. Primary Schools Division (13 Members)
1. Principal and Assistant Principal
 2. Grade Level Chairs from the following: Kindergarten, First, Second, Third and Fourth Grades
 3. One member from Student Services (Guidance or Special Education), two members selected from the following areas of specialty: Art, Music, PE/Health, and World Languages
 4. Three WEA at-large Representatives
- D. (Formerly 5.0802 I) Any staff member may attend the monthly BLT meeting in order to discuss already established agenda items. While anyone may attend the meetings, only BLT members can make decisions on the agenda items.

5.0805 COMMUNICATION

- A. A WEA Member, other than the faculty chair, or the principal's administrative assistant will be appointed to take official minutes of the BLT meetings. These minutes will be approved via e-mail by committee members within 5 days of each meeting and distributed to each member of the division's administration and WEA members.
- B. BLT members will be informed of the dates for the BLT Summer Retreat in October of the preceding year.
- C. Compensation for members of the BLT will be determined by the Supplemental Committee.

5.09 PHYSICAL PLANT

It is understood that decisions regarding physical plant, proposed improvement of facilities, or expansion be made with the knowledge of the Building Action Teams and/or Superintendent-Faculty Advisory Committee.

5.10 PAYROLL DUES DEDUCTIONS

- 5.1001 If requested by an Association member, yearly dues and/or fees to the Association and its affiliates shall be authorized for payroll deductions by the Treasurer. Dues shall be deducted through payroll deduction in seventeen (17) equal payments beginning in November. The Association shall present a list of Association members, accompanied by a letter of authorization signed by each member, to the Treasurer on or before the 10th of October of each school year.
- 5.1002 Said authorization shall continue in effect until such time as said member gives written notice to the Board Treasurer to discontinue such deductions, or at such time when the member's employment with the Board terminates.
- 5.1003 All Association membership dues shall be remitted to the Association Treasurer. The Association hereby agrees to hold the Board harmless from any and all liabilities or damages which may arise from performances of its obligations under the Article and shall indemnify the Board against any such liabilities or damages that may arise.

ARTICLE VI: MEMBER RIGHTS

6.01 PROFESSIONAL AND PRIVATE LIVES

In the pursuit of their private lives, bargaining unit members are entitled to the rights guaranteed each citizen by the Constitution of the United States. The Board of Education shall not infringe upon those rights in the administration of the Contract.

6.02 ACADEMIC FREEDOM / CURRICULAR IMPLEMENTATION

The Wyoming Board of Education believes in the bargaining unit member's professionalism and integrity and recognizes and supports the academic freedom of its educators.

Academic freedom carries with it academic responsibility that is determined by the basic ideals, goals, and institutions of the local community as they are expressed in the philosophy, goals, and objectives of the school district.

6.0201 In an effort to establish an environment in which academic freedom will flourish, after the annual posting of supplemental contracts, the district will permit content area departments to nominate possible chairperson(s) with final selection being made by the appropriate administrators.

6.0202 For the life of the contract, teachers will maintain the primary role in developing Wyoming curriculum that meets or exceeds state standards in collaboration with and under the supervision of the Assistant Superintendent.

6.0203 During the life of the contract, the established cycle of curriculum revision and procedures will be followed by the Assistant Superintendent in conjunction with department chairs.

6.0204 A textbook adoption committee will recommend the adoption of texts and supplementary materials, as well as determine appropriate assessments.

6.03 WYOMING PROFESSIONAL GROWTH PROGRAM

6.0301 Administration

The program will be monitored by the District Leadership Team.

A. The members on the Professional Growth Committee will consist of the Assistant Superintendent, one building administrator from each division and one teacher representative from each division selected by the WEA. The Professional Growth Committee will select a chairperson and secretary and will determine its meeting schedule and methods of operation.

- B. The Professional Growth Committee will work closely with the Superintendent (or his/her designee) and Treasurer in providing the necessary accounting for expenditures of funds appropriated annually at the discretion of the Board based on recommendations of the Professional Growth Committee.
- C. The Treasurer will submit a quarterly report to the committee summarizing account expenses and balance.
- D. The committee will approve forms, a format, and procedures for the evaluation of proposals which will be communicated to the staff. The committee shall establish procedures by which information/training obtained through attendance at professional growth opportunities may be formally shared with other staff members on a grade, building, or district level.
- E. Representatives of Professional Growth will meet with each building faculty at least once each year to encourage staff participation.
- F. The Professional Growth Committee will file an annual report with the Superintendent and Association President.
- G. The Professional Growth program will be funded at a total of \$25,000 per year for the life of the contract. The amount may be adjusted by the Board of Education based on the district's financial status.
- H. When a substitute teacher is necessary for a bargaining unit member whose absence from school is for professional development that is approved by the Professional Growth Committee and funded by the Professional Growth program, the cost of the substitute will be deducted from the bargaining unit member's approved funding and used by the district to provide the substitute.

6.0302 Objectives

The objectives of the Professional Growth Program are to:

- A. Encourage staff to grow professionally.
- B. Improve student learning and attitudes toward school.
- C. Fund professional growth opportunities designed to assist teachers in achieving the philosophy and goals of the school district.
- D. To provide information to faculty about other grant opportunities.

6.0303 Restrictions

The Professional Growth Program is not designed as a tuition reimbursement program for college graduate courses. Rather, the Program seeks to encourage personal and effective opportunities for meaningful professional growth.

6.04 COMPENSATION FOR EDUCATIONAL PLANNING AND DEVELOPMENT

6.0401 Compensated educational planning and development will be defined as continuous improvement in curricular, school, and staff development which occurs outside the school day.

6.0402 Not included are faculty meetings, department meetings, grade level meetings, parent conferences, college courses or emergency meetings called by the administration. Also not included are professional meetings attended outside the district during the school day or any professional meeting personally requested by a staff member for which expenses have been paid by the Board.

6.0403 A member, upon prior approval of activities by the Superintendent or designee, shall be compensated for participation in any meeting that pertains to school, curricular or staff development which takes place beyond the school day.

6.0404 In every case, staff members will be informed prior to or at the beginning of the meeting if the meeting qualifies for compensation.

6.0405 For participation in Educational planning and development, compensation will be \$36.50 in 2017-18, \$37.00 in 2018-19 and \$37.25 in 2019-20. This amount will increase in future years by the same percentage as the base increase and will be rounded to the nearest \$0.25.

6.05 STAFF INVOLVEMENT IN ADMINISTRATIVE SELECTION

It is expected, when practical, that members of the staff will be involved in the selection of all administrative personnel.

6.06 PROFESSIONAL STAFF MEMBERS' CHILDREN

6.0601 The Wyoming Board of Education shall offer a fifty percent (50%) waiver of tuition to all children of bargaining unit members for the life of the contract. This waiver of tuition shall be limited to the regular tuition rate established for the district by the Ohio Department of Education. Any cost incurred beyond and above the regular tuition rate becomes the obligation of the bargaining unit member.

6.0602 Any Bargaining Unit Member shall notify the Board of Education when their child is being withdrawn from the district. Said Bargaining Unit Member's child may be re-enrolled in the district only through a re-application process.

6.0603 Approval and assignment of the enrollment of said children shall be determined by the following criteria:

- A. Order of application.
- B. Application deadline will be June 1 of each calendar year.
- C. Maximum grade level enrollment as determined by building principals.
- D. Consideration of previous expulsion status or discipline concerns regarding potential enrollees.

6.07 NOTICE OF CLASS ASSIGNMENT

All members of the bargaining unit shall be notified by the end of May of their anticipated grade level or class assignment(s) for the following school year. There will be an annual meeting, as soon as possible during the fourth quarter, among building administrators, department chairs, and/or appropriate grade level representatives to share information on staffing needs.

6.08 VACANCIES

6.0801 During the school year, vacancy notices will be posted in the faculty mail room of each building. Vacancies and openings will be posted on the district website.

6.0802 A vacancy is a bargaining unit position opened by a resignation, retirement, death, non-renewal, or termination that the board determines to fill as a newly-created bargaining unit position.

6.09 TRANSFERS

6.0901 REQUESTS FOR TRANSFER

- A. Request by a member for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for the transfer, the school grade or position sought, and the applicant's academic qualifications.
- B. Such requests shall be renewed once each school year to assure active consideration by the Superintendent.

6.0902 VOLUNTARY TRANSFER

Should a vacancy exist in a position for which a bargaining unit member has filed a request according to the above provisions, and for which the member is certificated and licensured, said member will be notified as soon as possible by the

Superintendent of his/her decision concerning the request. If transfer request is denied the reason for the denial shall be provided by the superintendent or his/her designee.

6.0903 INVOLUNTARY TRANSFER

- A. The term "involuntary transfer" shall mean an administration-initiated transfer which has not been requested by that member.
- B. A bargaining unit member being seriously considered for transfer as a result of an administration-initiated request shall be consulted as early as possible, and then immediately informed in writing once the final decision has been made.
- C. The Superintendent or his/her designee is delegated with the sole discretion to assign and transfer bargaining unit members in the District. Nevertheless, upon request, a bargaining unit member being involuntarily transferred shall be afforded an opportunity to meet with the Superintendent or his/her designee before the final decision and be provided the reasons as to why the transfer is educationally sound. If the bargaining unit member requests, he/she may be accompanied by an Association representative.
- D. It shall be the responsibility of the administration to provide adequate orientation for each member who is involuntarily transferred.

6.10 PERSONNEL RECORDS

- 6.1001 A personnel file of each bargaining unit member shall be maintained at the Board office.
- 6.1002 In addition, the principal of each building may maintain a file for each member assigned to his/her building. Principal's file for traveling teachers will be maintained at each site. Material in the principal's file may be used in matters of promotion, commendation, discipline, non-renewal, and termination.
- 6.1003 Material that may be maintained in the personnel file of each member at the Board office shall include:
 - A. Application for employment, including references.
 - B. Official transcript(s) of college credits showing the official records of the degree(s) granted.
 - C. Official certification and/or licensure records approved by the Ohio Department of Education.

- D. Records of employment including assigned duties, regular and supplemental, and years of service in the District and experience outside the District.
 - E. Records of annual appraisals.
 - F. Copies of contract(s) of employment with the Board.
- 6.1004 Each member shall have access to his/her personnel file(s) upon request at the Board office and/or at his/her school office between 8:00 a.m. and 4:30 p.m., or by appointment if not scheduled to take place during those hours Monday through Friday, exclusive of holidays. An administrative employee may be present during any inspection of the member's file(s). The member shall have the right to be accompanied by an Association representative during an inspection. Upon request, the member may receive a copy of any document in his/her file. The actual cost of making copies may be billed to the member.
- 6.1005 A bargaining unit member may have access to his/her building file upon request during normal school hours.
- 6.1006 A bargaining unit member shall receive a copy of any material before it is placed in his/her files. Before placement in the files, the member shall have the opportunity to examine and to write a rebuttal if he/she desires. The member's signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the member. Any request to view a member's files will be communicated to the member by the Superintendent and/or Building Principal.
- 6.1007 Anonymous letters shall not be placed in a teacher's file(s) nor will they be made a matter of public record.
- 6.1008 Signed letters that are later retracted shall be removed from the file.
- 6.1009 No notes or materials related to informal observations shall be placed in a member's Board Office personnel file.
- 6.1010 No notes or materials related to informal observations shall be placed in a member's building file(s) without the knowledge of the member.

6.11 COMPLAINTS BY THE PUBLIC

- 6.1101 It is the desire of the Board, WEA and Administration to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences shall more formal procedures be employed; however, written complaints may be filed at any time. Anonymous complaints shall be disregarded. This process does not apply if the matter involves suspected child abuse,

substance abuse, or any alleged criminal activity which may require investigation or inquiry by school officials prior to approaching the professional staff member.

6.1102 It is the policy of the Board to provide the teacher with prompt and reasonable notice by the administrative staff of any specific complaints directed to that teacher in connection with his/her professional performance in the District. If the identity of the complainant is known, and the teacher requests the complainant's name, this shall be provided.

6.1103 The following procedure shall be followed:

A. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action. A written complaint is not necessary to initiate this step. As appropriate, the staff member may report the matter and whatever action may have been taken to the principal or supervisor.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, the principal may meet with the staff member and the complainant individually. Any remedy determined at that time will be communicated to the staff member, as appropriate. If no remedy can be determined, a written statement outlining the specific nature of the complaint will be shared with the staff member. Subsequently a meeting with the principal, staff member, and complainant will be held to seek a remedy to the complaint, whenever possible.

C. Third Level

If a satisfactory solution is not achieved by discussion with the principal, a copy of the written complaint shall be forwarded to the Superintendent. The Superintendent, after meeting with the complainant and reviewing all material related to the complaint, shall provide the complainant with a decision. If the complainant is dissatisfied with the findings of the Superintendent, he/she may direct this concern to the Board, who will make a final determination in the matter.

6.1104 Complaints by the public which are not specific in nature or which do not relate to a specific incident or to a specific teacher but rather to a perceived condition or event or series of events prevalent in the District may be discussed by the administrator with the staff as a whole or particularly without the necessity of identifying the complainant or complainants as the case may be.

6.12 PUBLIC COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS

Supplementary Materials

When a complaint is received, the following process shall be followed:

- A. The complainant should be referred directly to the teacher/department chairperson involved. Many times the problem will seem less serious and more easily resolved through personal contact. Resolution could include providing an alternative title to the student. If the complainant refuses to identify himself/herself, the book or reading, little action can be taken, but the reading in question should be reviewed if its title is known.
- B. If the complainant is not satisfied, he/she should be invited to file the complaint in writing on the form provided (9130 F2) to the principal.
- C. A committee consisting of the chairperson of the division's parent council, an additional representative from the parent council, a teacher, the appropriate department chair, the librarian (or library aide in the primary), the building principal, and assistant superintendent will be established to consider the completed Request for Review of Materials or Course Content form (9130 F2). The principal will serve as the committee chair, and the department chair will serve as the committee secretary.
- D. Members of the committee will study the material in question as well as current reviews of the material before meeting with the complainant to discuss their findings.
- E. As a result of this meeting and within 20 business days of receiving the complaint form, the committee may decide to recommend:
 1. withdrawing the instructional materials from further assignments;
 2. making the study of the instructional materials optional; or
 3. continuing the study of the instructional materials or placement in library
- F. If the complainant is dissatisfied with the findings of the committee, he/she may forward the complaint form to the Superintendent within 30 business days of the committee's decision. The Superintendent will review the findings of the school committee and the work in question. The Superintendent's review will be followed by a meeting with the complainant. As a result of the meeting, the Superintendent may decide to:
 1. Sustain the decision of the committee;

2. Return the instructional materials to the committee for further consideration;
3. Remove the instructional materials from mandatory coursework.

6.13 DISCIPLINE

- 6.1301 Each bargaining unit member shall be informed by the administration of his/her right to Association representation preceding any disciplinary hearing. The bargaining unit member and Association President will be advised of the charges levied against them and any evidence available at that time, in writing, prior to a disciplinary hearing which could result in a written reprimand placed in a personnel file, suspension, or termination. The hearing shall be scheduled at a time when the bargaining unit member and the bargaining unit member's Association representative or legal counsel can attend.
- 6.1302 Each bargaining unit member shall have the right to Association representation during any meeting which will or may lead to disciplinary action by the Board. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such Association representative is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the negotiated Contract. Any such meeting shall be scheduled at a time when the bargaining unit member and the bargaining unit member's Association representative can attend. Any discipline charges will be communicated to the Association President.
- 6.1303 If evidence for disciplinary charges is unfounded or found to be immaterial, the charges will be dropped immediately and removed from the bargaining unit member's file.

6.14 REDUCTION IN FORCE

- 6.1401 If the Board determines it necessary to reduce the number of members of the bargaining unit for financial or other reasons set forth under 3319.17 ORC, members of the bargaining unit on a limited or continuing contract may be suspended for Reduction in Force (RIF).
- 6.1402 By March 15, the Association officers will be notified as to possible RIF requirements. At that time, the Superintendent will convene an Emergency Workforce Committee, of which the Superintendent or his/her designee will be chair. The Emergency Workforce Committee will be comprised of the Superintendent or his designee, one administrator from each division, the Association President and three Association members appointed by the Association President. This committee will be an advisory committee, responsible for providing the Superintendent information and

feedback. The Superintendent or his/her designee will submit his/her recommendations to the Board for consideration by the second Monday in April or at least seven calendar days before the Board approves any RIF, whichever is earlier. Notice of possible layoff shall be provided to each affected bargaining unit member by the member's building principal and Association representative before the Emergency Workforce Committee's recommendation becomes public.

6.1403 The Board shall approve any RIF by the end of the third full week in April. The administration will notify bargaining unit members subject to final reductions in force by May 1.

6.1404 To determine which bargaining unit member(s) will be subject to contract suspension due to a Reduction in Force, the following criteria will be used, in order:

A. Area of licensure/certification

B. Bargaining unit members on a limited contract will be affected before those on a continuing contract

C. Competency as determined by a formal evaluation rating.

1. Teacher performance ratings of Accomplished and Skilled will be considered as comparable for the life of the contract and will prevail over a rating of Developing. A teacher performance rating of Developing will prevail over a rating of Ineffective.

2. When evaluation ratings are comparable, recommended reductions in a teaching field will be made by selecting the lowest person on the continuous seniority list for that area of certification or licensure.

3. If two or more bargaining unit members have comparable evaluations and the same placement on the continuous seniority list, seniority will be determined by the date of Board meeting at which the bargaining unit member was hired, and then by the date on which the bargaining unit member signed the initial employment contract in the District. Any remaining ties will be determined by lot.

D. Placement on the Wyoming City School Continuous Seniority List

1. Seniority is defined as the length of continuous service of an employee holding a teaching certificate or license in the bargaining unit under regular contract in the District.

2. Each member of the bargaining unit will be placed on Wyoming City School's continuous seniority list of teaching fields in his/her area of certification and/or licensure. Bargaining unit members serving under continuing contract

will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.

3. A minimum of 120 paid days per school year shall be considered one (1) year of seniority, whether the bargaining unit member is considered full-time or part-time. Seniority in years for less than full-time employees shall be determined based upon the STRS rule for credit for part-time members. A paid day includes any portion of a day spent teaching, district professional development days, and days spent on paid leave status.
4. The administration shall update and electronically distribute the Continuous Seniority List to all bargaining unit members by October 1 of each year. The Association President and the Superintendent shall jointly approve a final Continuous Seniority List by November 1 of each school year. No changes will be made to the Continuous Seniority list after November 1 of each school year except for the following information received by the bargaining unit member after November 1:
 - a. to add new bargaining unit members' names in their appropriate teaching field(s)
 - b. to adjust the names of bargaining unit members who have added or dropped teaching fields from their certification or licensure.
 - c. to remove the names of those bargaining unit members who have retired, resigned, or been terminated from Wyoming City Schools.

6.1405 A bargaining unit member so affected may elect to displace a bargaining unit member who holds a lower position on a seniority list for another area of certification and/or licensure or in another teaching field provided he/she is certified and or licensed in the second area and has earned a comparable or higher evaluation rating.

6.1406 Bargaining unit members whose contracts have been suspended and who join the substitute consortium will be given first consideration as substitutes for the duration of the recall period.

6.1407 Any bargaining unit member whose contract has been suspended because of reduction in force or monetary pressures shall be given recall rights pursuant to ORC Section 3319.17 in order of seniority for any vacancies in his/her teaching field. Such bargaining unit members shall remain on the recall list maintained by the Superintendent for a period of two (2) contract years or until he/she secures another full-time teaching position, whichever is shorter. (Subject to comparability as defined by 6.1404 C).

6.1408 Any bargaining unit member on continuing contract whose contract is suspended under the provisions of this policy statement shall be maintained by the District on its payroll for purposes of applicable insurance coverage for that period of time

mandated by Federal or state law. Any bargaining unit member on the recall list shall have the option of purchasing continuing group insurance coverage, at the member's sole expense, for the duration of the recall period.

6.15 CONTINUING CONTRACT

- A. In order to be eligible to apply for a continuing contract, teachers must meet all of the following requirements:
1. Completion of three (3) full years of teaching in the Wyoming City School District regardless of continuing contract status in other districts.
 2. Attainment of a professional certificate OR a professional license.
 3. Completion of a masters degree OR 30 semester hours of graduate credit.

This provision supersedes and replaces any specific conflicting provisions of ORC 3319.08 and 3319.11 governing the issuance and granting of continuing contract.

- B. Written application for a continuing contract must be submitted to the Superintendent and the building principal by October 1. If not submitted to both Superintendent and principal by the deadline, the bargaining unit member will not be eligible for the current school year and may apply the following school year.

This provision is in addition to provisions of ORC 3319.08 and 3319.11 governing the issuance and granting of continuing contracts.

6.16 LIMITED CONTRACT RENEWAL/NONRENEWAL

6.1601 Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice on or before May 15 of its intention not to reemploy him/her. Such teacher is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before June 15th, and a written contract for the succeeding school year shall be executed accordingly.

6.1602 The failure of the parties to execute a written contract shall not void the automatic reemployment of such teacher.

6.17 CONTRACT TERMINATION

Contract termination will be in accordance with 3319.16 and 3319.161 ORC.

ARTICLE VII: WORKING CONDITIONS

7.01 CALENDAR

7.0101 Calendar Length and Professional Development Requirements

The Wyoming School Calendar will be adopted by the Board in advance of the calendar year.

During the life of this Contract each calendar will consist of one hundred and eighty instructional days and five full professional days.

7.0102 Calendar Initial Adoption Process

The SFAC will be charged with the development and design of the calendar. The parties have a mutual desire to maximize instructional time prior to local, state and national assessments. The staff and divisional PAC's will have an opportunity for input into proposed calendars during the development process. SFAC will recommend a calendar to the Superintendent to be submitted to the Board.

7.0103 Any changes to an adopted calendar forced by law or special circumstances will be made by using the Initial Adoption Process.

7.02 STRUCTURE OF THE WORKDAY

7.0201 Attendance at faculty, department, grade level meetings, parent conferences, meetings about students (including but not limited to IEP, 504, ETR, IAT, etc.), open house, and professional development sessions is expected during the school year. As an academic community, all faculty members are expected to attend and engage in all above mentioned professional meetings.

7.0202 Any extension of the instructional day involving students will be approved by the respective BLT or B.A.T. and DLT or the SFAC.

7.0203 The length of the instructional day will be defined as the length of time between the official reporting of students plus the previous ten (10) minutes and their official release plus twenty (20) minutes thereafter. Teachers are expected to work the full length of the instructional day and be available to students.

7.0204 Over the life of the contract each division will make a good faith effort to develop a school day schedule that will provide each bargaining unit member with one (1) preparation period within each school day that will range from thirty-five (35) to (60) minutes.

7.0205 Each division will create a divisional scheduling committee to develop the school schedule and determine strategies for development of the school day. The building administration shall initiate the master scheduling committee by April 15 and consider the committee's input to create a master schedule.

- 7.0206 During the life of this contract each building principal will make a good faith effort to provide the following:
- A. non-traveling Middle School bargaining unit members with one collaboration period per day;
 - B. non-traveling High School bargaining unit members with one duty period per day, which can be an assigned collaboration period.

7.0207 During the life of this contract each division will maximize the use of personnel by maintaining a recognized full-time or part-time teaching load per division and with at least an annual re-evaluation of assignment and performance of duties in grades 5-12. Those teachers who perform a work load larger than an established full teaching load will be compensated at a rate recommended by the DLT or SFAC and approved by the Board of Education.

7.0208 **PART-TIME EQUATION**

The following formulas are used for determining part-time contracts for classroom teachers:

Four (4) or more teaching periods at the high school will be divided by five (5) periods.

Four (4) or more teaching periods at the middle school will be divided by six (6) periods.

K-6 All teachers will have minutes worked per week divided by 1625.

If contracted amount is less than that referenced above, the contract will be computed:

at high school by dividing by six (6) periods;

at 7 and 8 by dividing by seven (7) periods.

- A. The part-time equation will also apply to those bargaining unit members holding a flexible employee position.
- B. The part-time equation will also apply to part-time traveling teachers.

7.03 REPORTING GRADES

7.0301 After the end of first, second, and third quarters, bargaining unit members will not be required to turn in grades until at least the end of the last period of the fourth (4th) school day following the end of the grading period.

7.0302 Bargaining unit members at the end of the 4th quarter will turn in their grades by the fifth calendar day after the end of the quarter (or if such fifth day is a Saturday, Sunday or holiday, the calendar day thereafter).

7.0303 Bargaining unit members throughout grades 1-12 must report end of year failures earlier as needed in order to notify parents and students of retention and/or summer school.

7.04 PREPARATION PERIODS

No bargaining unit member shall be scheduled regularly to supervise students during his/her preparation period.

7.05 DUTY-FREE LUNCH

7.0501 Each bargaining unit member shall be granted at least thirty consecutive duty-free minutes for lunch each workday, during which time he/she shall not be required to perform any duty or activity. This provision shall not apply in cases of emergency. An emergency shall be defined as: an occurrence outside the normal routine of building activities which, in the opinion of the building administrator, requires the immediate assistance of the bargaining unit member.

7.0502 Bargaining unit members leaving a building shall notify the office of their destination.

7.06 INTERNAL SUBSTITUTION

No teacher will be required to cover a class for an absent member. A building administrator may request a teacher to provide coverage during a duty or planning period. After the third time in a single school year that a teacher has agreed to cover a class during a planning period, they will be paid for that coverage at \$18.02 per period during the first year of the contract, \$18.20 in the second year, and \$18.38 in the third year. The amount will increase in future years by the same percentage as the base increase.

7.07 TEACHING AND NONTEACHING DUTIES

Every bargaining unit member will have on site at least one (1) clerical staff member to perform non-teaching, non-evaluative, clerical tasks. In years of financial difficulty, the clerical staff members' duties will be reassigned at the administrators' discretion with input from the B.A.T.

7.08 TRAVELING TEACHER

7.0801 The term "traveling teacher" shall be defined as any and all members of the bargaining unit who have been assigned duties in more than one (1) school building in any work day during the member's work year.

7.0802 Each member who is required by the District to use his/her personal automobile shall be reimbursed according to the mileage. However, members shall not be reimbursed for their routine commuting between home and school. A simplified quarterly form shall be provided for members to report commuting from site to site.

- 7.0803 The traveling time required of any member shall not cause his/her workday to exceed a normal workday, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) consecutive minutes in length.
- 7.0804 Those bargaining unit members who have teaching duties in more than one building are not required to attend faculty meetings, department meetings, or curriculum planning at more than one building.
- 7.0805 A traveling teacher shall have a minimum of twenty-five to thirty (25-30) minutes between ending a class at one school building and beginning a class at another building.
- 7.0806 On conference days, traveling teachers shall be scheduled for conferences at a time proportionate to the amount of time taught in that building site.
- 7.0807 A 7-12 traveling teacher's number of periods shall not exceed those of a teacher in either building to which he/she is assigned.
- 7.0808 On a day when a traveling teacher's daily teaching schedule equals that of an on-site full-time teacher, that teacher shall not be assigned a daily duty except as provided in (b.) and (c.) below.
- a. A teacher who travels between buildings is not considered a traveling teacher for that day if the entire instructional day is spent in one building.
 - b. In the primary division, a traveling teacher who spends the entire morning in one building may provide a morning duty at the beginning of the school day in that building.
 - c. In the primary division, a traveling teacher who spends the entire afternoon in one building may provide an afternoon duty at the end of the school day in that building.

7.09 SAFE WORK ENVIRONMENT

In each summer throughout the term of this contract, the Superintendent will convene a meeting in which the Board, Administration, Association, PAC representatives, and selected students will participate. During this meeting there will be a review and development of plans for the safety and security of students and staff in each building.

7.10 CHANGING NATURE OF THE JOB

- 7.1001 Bargaining unit members will have the opportunity to present creative and flexible employment plans to the building principal and superintendent.
- 7.1002 The Board of Education will provide a semi-annual opportunity for staff members to purchase technology that supports instruction through 24 payroll deductions. Orders can be placed between August 20th and September 20th or March 20th and April 20th with deductions to begin 30 days after payment by the Board. If for any reason a bargaining unit member resigns or is released from employment any outstanding balances will be deducted from their final paycheck(s).

- 7.1003 The Board will provide opportunity for collaboration and professional development of staff by including in the budget funding for two optional days of school improvement and staff development for those bargaining unit members who apply. The rate of pay will be the same as the pay for Educational Planning and Development. Applications approved by the building principal will be forwarded to the Superintendent for final approval.

7.11 INNOVATIVE TEACHING STRATEGIES

Innovative teaching will reflect the philosophy, goals, and objectives of the district. As a valued component of the educational process, it must be purposefully designed to enhance student learning.

The Wyoming Board of Education, the Wyoming Education Association, and the administration of the Wyoming City Schools will support the development and implementation of innovation.

- 7.1101 In an effort to establish a culture in which innovation will flourish, staff members will be empowered to explore new ideas and best practices through the use of professional learning communities, observation of educational settings, and investigation of innovative organizational models.
- 7.1102 Teachers will maintain the primary role in developing curriculum that includes innovative teaching strategies.
- 7.1103 Teachers will maintain the primary role in selecting instructional materials that support innovative approaches.

7.12 PROFESSIONAL LEARNING CULTURE

The Board of Education, the Wyoming Education Association, and the administration of the Wyoming City Schools, pledge their commitment to develop a professional learning culture for all educators as reflected in the following agreed-upon principles:

- A. The goal of a professional learning culture is to sustain improvement of our schools and to strive toward even greater excellence.
- B. A professional learning culture embraces the implementation of innovative teaching strategies and is guided by the philosophy, goals, and objectives of the district.
- C. Purposeful collaboration, collegial mentoring, and teacher reflection focused on student learning are important components of a professional learning culture.
 - 1. Teachers are encouraged to participate in voluntary professional learning communities to enhance innovation within their own classrooms, departments, grade levels, buildings, divisions and the district.

2. Within learning communities, teachers may develop and practice authentic assessment, engage in collaborative review and assessment of student work, and participate in peer observations and collegial mentoring.
 3. Teachers are encouraged to participate in learning opportunities beyond the district to enhance professional learning.
- D. Department chairs will facilitate a professional learning culture by reviewing and sharing data and its impact on instructional practices with colleagues; providing input to the administration regarding each department's needs for professional development in alignment with district goals; and assisting in the implementation of professional development at the building level and within their departments.

ARTICLE VIII: LEAVES OF ABSENCE

8.01 ASSAULT LEAVE

The Board assures the bargaining unit members that it will provide its full support and all necessary assistance in the administration of its discipline procedures.

- 8.0101 A bargaining unit member who is absent due to disability, as defined in ORC 3319.143, resulting from a civil or criminal assault upon said bargaining unit member, which assault occurs on Board premises, or while in attendance at an official school function, and in the course of said bargaining unit member's employment, shall, subject to the approval of the Superintendent or his/her designee, be granted assault leave up to a maximum of twenty days.
- 8.0102 No day of assault leave will count against the number of sick days a bargaining unit member has accrued.
- 8.0103 During such assault leave, said bargaining unit member shall be maintained on full pay basis.
- 8.0104 Assault leave, which may be approved, will not be granted under this policy unless:
- A. The bargaining unit member or designee in question has signed a written statement on forms provided by the Board justifying the request for granting and use of assault leave;
 - B. The bargaining unit member in question provides, if medical attention is required, a signed statement from the bargaining unit member's licensed attending physician, stating the nature and duration of disability and the necessity of absence from regular employment; and
 - C. A police report regarding the incident will be filed by the bargaining unit member in question, school district, a local enforcement agency, or an individual legally responsible for an incapacitated bargaining unit member unless this criteria is waived by mutual agreement of the bargaining unit member and the superintendent.
- 8.0105 When requested and/or subpoenaed to testify against the person or persons involved, the bargaining unit member shall do so without the loss of pay.
- 8.0106 Falsification of either the aforesaid signed Board form or physician's statement shall be grounds for suspension or termination of employment under 3319.16 ORC.
- 8.0107 The cost and arrangement of any protective security on site and during the school day mutually agreed upon by the bargaining unit member and the Superintendent as a result of an assault will be assumed by the school board.

8.02 PERSONAL LEAVE AND EMERGENCY LEAVE

8.0201 Each member shall be entitled to two (2) days of personal leave each work year without loss of pay and fringe benefits.

- A. Personal leave shall be used for the observance of religious holiday(s) or for personal business that cannot be conducted at a time other than during the school day.
- B. Personal leave may not be requested before or after a school break/Board holiday or in May or June. However, for an appropriate uncontrollable event, the bargaining unit member may request personal leave that may be approved upon the recommendation of the principal and at the sole discretion of the superintendent. Documentation may be required.
- C. Application for personal leave shall be made by entering a personal leave absence in the district's online absence management system. Application for such leave shall be submitted no less than three (3) work days prior to the day of the requested leave. At the administrator's discretion, the personal leave request can be submitted closer to the date of the requested leave.
- D. If the request for personal leave is denied, the bargaining unit member may request unpaid leave. The request for unpaid leave will be approved at the sole discretion of the superintendent.

8.0202 One emergency leave day may be granted in the event of an unforeseen circumstance upon recommendation of the principal and at sole discretion of the Superintendent, assuming that both personal leave days have been allocated or exhausted.

8.0203 Falsely representing a personal leave emergency situation by the bargaining unit member to the building principal is grounds for discipline. Continued misuse can be grounds for dismissal.

8.03 SICK LEAVE

8.0301 Each full-time bargaining unit member shall be granted fifteen (15) sick leave days each school year.

- A. Sick leave days shall be accumulated at the rate of one and one-fourth (1 and 1/4) days per calendar month of completed service.
- B. Part-time members shall be granted sick leave in accordance with ORC Section 3319.141.
- C. Each member's cumulative total of unused sick leave days shall be limited to 190 days.
- D. Any unit member using a total of sixteen (16) or more days of sick leave over a two (2) consecutive year period may be required to furnish a physician's statement justifying

the use of any absence beyond seven (7) days in the third year. Failure to furnish a physician's statement may result in the loss of pay for those days.

E. Misuse of sick leave shall be grounds for dismissal.

8.0302 Application for sick leave shall be made by completing a sick leave absence in the district's online absence management system prior to or on the day of the absence.

8.0303 Sick leave shall be used for:

A. Absence due to illness, injury, pregnancy, quarantine, and for illness or injury of the bargaining unit member's spouse, children, step children, and parents, or a member of the bargaining unit member's immediate household.

B. A death in the bargaining unit member's immediate family defined as spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, step parents, or a member of the bargaining unit member's immediate household. If more than three (3) days will be necessary, prior approval will be required.

C. Sick leave use for reasons other than those defined in A and B may be granted only at the discretion of the Superintendent.

8.0304 In the case of foreseen and unforeseen extended sick leave (more than 5 consecutive days), the member must submit to the Superintendent documentation of medical necessity at the earliest possible opportunity.

8.0305 Upon exhaustion of sick days, the member may be eligible for unpaid FMLA benefits as referenced in section 8.07 of this contract.

8.0306 No less than one-half (1/2) day shall be deducted from a member's accumulated sick leave.

8.0307 Pursuant to the Ohio Revised Code, any member having terminated employment with the Board shall have his/her accumulated sick leave reinstated upon reemployment within ten (10) years of the termination of his/her employment, provided he/she has not used such sick leave in the employ of another board of education and/or other public agency(ies) of the State of Ohio as shown in the records of the last employing organization to the maximum of the sick leave accumulation permitted members by the Board at the time of said member's employment or reemployment.

8.0308 Pursuant to the Ohio Revised Code, a member reemployed or newly employed by the Board who has been continuously employed by other boards of education and/or by any public agency(ies) of the State of Ohio, shall receive full credit for sick leave accumulated, both in the prior employ of the Board and in the employment of the other public agency(ies) of the State of Ohio as shown in the records of the last employing organization to the maximum of the sick leave accumulation permitted members by the Board at the time of said member's employment or reemployment.

8.04 MATERNITY LEAVE

8.0401 Members may use up to six (6) consecutive weeks of accrued paid sick leave surrounding the birth of a child.

- A. Six (6) consecutive weeks are calculated from the date of the birth. If it is medically necessary for a member to begin leave prior to the birth, the six (6) weeks begin upon the date it becomes medically necessary, and the bargaining unit member will provide medical documentation at the earliest possible opportunity.
- B. Six (6) consecutive weeks include all breaks and holidays; however, accrued sick leave days will only be deducted for teacher work days actually missed.
- C. Bargaining unit member may be eligible for additional Family Medical Leave in accordance with section 8.07 of this contract.
- D. Medical return to work documentation must be submitted to the Superintendent prior to a bargaining unit member's return to work.
- E. Use of sick leave beyond six (6) weeks must be approved by the Superintendent. If absence due to a child birth exceeds six (6) weeks, the bargaining unit member must submit a written request to the Superintendent at the earliest possible opportunity and provide medical documentation.

8.0402 If a newborn is ill, up to ten (10) days sick leave shall be granted to fathers for the purpose of providing care.

8.0403 Within 30 calendar days after the approval of leave, the member will receive a written explanation of how salary will be paid for the remainder of the contract year.

8.0404 A member shall return from leave at the beginning of any quarter, or at another time deemed by the building administrator to be educationally sound.

8.05 LEAVE FOR NEW FATHERS

A father may be granted up to five (5) accrued sick leave days in a school year for the purpose of providing care for a newborn.

8.06 ABSENCE DUE TO ADOPTION OF A CHILD

A bargaining unit member may be granted up to five (5) accrued sick leave days in a school year for the purpose of providing care.

8.07 FAMILY MEDICAL LEAVE ACT (FMLA)

The Board complies with the requirements of the Family Medical Leave Act of 1993 and adheres to the additional benefits provided within this agreement. Family Medical Leave Act provides twelve (12) weeks of unpaid leave for all members that meet eligibility requirements as defined within the Act. Additional information may be obtained through the Department of Labor website.

- A. Family Medical Leave Act benefits run concurrently with all paid leave absences that meet FMLA eligibility requirements.
- B. There will be no loss of medical, dental or term life insurance benefits during this twelve (12) week period. The existing premium payment structure will apply to these twelve (12) weeks.

8.08 EXTENDED FAMILY LEAVE

In addition to the benefits provided by FMLA, bargaining unit members may also be eligible for the following extended family leave benefits.

- 8.0801 A bargaining unit member may be granted an extended family leave of absence for the purpose(s) of family care without pay if approved by the Board in its sole discretion.
 - A. If the member's need for leave is foreseeable, he/she must provide at least thirty (30) calendar days' notice. If the member's need for leave is not foreseeable, he/she shall submit written notification of the need for leave as soon as practicable.
- 8.0802 The length of extended family leave shall be for no more than one (1) year.
 - A. The member shall remain on leave until the completion of the leave (if and as approved by the Board) or until a time mutually agreed to by the Board and the member.
 - B. At a bargaining unit member's request, extended family leave may commence at the termination of twelve (12) weeks of FMLA and sick leave benefits due to childbirth.
 - C. A member shall return from leave at the start of a quarter, or at another time deemed by the building principal to be educationally sound.
- 8.0803 A member shall confirm in writing to the Superintendent at least forty-five (45) calendar days prior to the termination of the approved leave, or by April 1st, whichever is earlier, that he/she shall return to work or resign at the completion of the leave.
- 8.0804 The member returning from extended family leave shall be returned to his/her former position or to a position consistent with that member's certification and or licensure.

- 8.0805 A member on extended family leave may continue thereafter to participate in the group insurance plan(s) as allowable by the insurer(s) provided the member pays one hundred percent (100%) of his/her premium(s) for the length of his/her leave.
- 8.0806 A limited contract will not be extended past its expiration date by extended family leave.
- 8.0807 A minimum of 120 paid days within a school year is necessary to qualify for a full year of service on the seniority list. In addition, STRS requires 120 paid days within a school year in order to earn one (1) year of service credit.

8.09 PROFESSIONAL IMPROVEMENT LEAVE

- 8.0901 The Board may grant requests for Professional Improvement Leaves of absence according to the following criteria:
- A. Service Requirement: The bargaining unit member shall have five (5) years of service in the Wyoming City School District.
 - B. Not more than two percent (2%) of the bargaining unit shall be on Professional Improvement Leave at any one time.
 - C. The availability of a satisfactory substitute for the period of leave is essential.
- 8.0902 Leaves shall not be granted for less than one (1) semester or more than one (1) school year. Bargaining unit members may not request leave more often than once for each five (5) years of service; a second professional leave shall not be granted when other bargaining unit members who have not yet taken professional leave have filed a request for such leave.
- 8.0903 Requests for Professional Improvement Leaves shall be submitted in writing to the Superintendent no later than March 15th of the year preceding the requested leave. The request shall include a detailed professional improvement plan.
- 8.0904 Upon termination of said leave and return to employment, a bargaining unit member shall be placed on the salary schedule at a level not less than the level held at the time the leave commenced. The bargaining unit member shall not lose the seniority status held at the time the leave commenced, but shall not accrue seniority or sick leave during the period of the leave. The bargaining unit member returning from leave shall be returned to his/her former position or a position consistent with his/her certification and/or licensure.
- 8.0905 Prior to the approval of any leave, bargaining unit members may be required to agree to complete at least one (1) year of service in the District immediately upon the expiration of the Professional Improvement Leave period. In addition, the bargaining unit member shall provide satisfactory evidence that the professional improvement plan was followed.
- 8.0906 Bargaining unit members on Professional Improvement leave shall be paid the difference between the base salary in effect and the bargaining unit member's salary. Any bargaining unit

member on Professional Improvement Leave shall have the option of purchasing group insurance coverage by remitting the full amount for said insurance to the Board.

8.10 JURY DUTY

A member who serves on a jury shall sign a statement and file it with the Board Treasurer upon return from duty, stating the amount of compensation which was received. The member shall then remit the compensation received to the office of the Board Treasurer within ten (10) calendar days after he/she receives it. Reimbursement of expenses for mileage, parking, meals, etc., shall be retained by the member. Adherence to this procedure will result in no loss of salary or fringe benefits.

8.11 UNPAID LEAVE OF ABSENCE

- 8.1101 The Board may grant requests for Unpaid Leaves of Absence according to the following criteria:
- A. The bargaining unit member shall have five (5) or more years of service in the District.
 - B. Not more than five percent (5%) of the staff shall be on unpaid leave at any one time.
 - C. A substitute, satisfactory to the Superintendent, shall be available for the period of requested leave of absence.
- 8.1102 In considering requests for leaves due to illness, other disabilities, child rearing related to adoption, or child rearing at the termination of maternity leave, the above criteria (A, B, C) shall not apply to the Board's decision.
- 8.1103 Approved unpaid leaves of absence shall be limited to not more than one (1) school year except for leaves due to illness or other disability.
- 8.1104 Except in the case of personal or family illness or other disability, a bargaining unit member shall request unpaid leave as far in advance as possible. A bargaining unit member requesting a full year of unpaid leave shall file the request in writing to the Superintendent no later than April 15th of the year preceding the requested leave. Included in the request shall be the dates of the requested unpaid leave and reasons for the request.
- 8.1105 During the period of an approved unpaid leave of absence, the bargaining unit member shall be eligible for employee fringe benefits provided that the bargaining unit member fully assumes and pays for all of his/her fringe benefit premiums during the period of such unpaid leave.
- 8.1106 Upon termination of said leave and return to employment, the bargaining unit member shall be placed on the salary schedule at a level not less than the level held at the time the leave commenced. The bargaining unit member shall not lose the seniority status held at the time the leave commenced, but shall not accrue seniority or sick leave during the period of the leave.

The bargaining unit member returning from leave shall be returned to his/her former position or to a position consistent with his/her certification and/or licensure.

8.12 INSURANCE BENEFITS WHILE ON LEAVE

Any bargaining unit member on any approved leave may continue to participate in any/all insurance programs at the group rates, provided he/she pays that amount to the Board Treasurer during the school year in monthly allotments in advance.

ARTICLE IX: SALARY AND FRINGE BENEFITS

9.01 SALARY SCHEDULES AND INDEXES

WYOMING CITY SCHOOLS

SALARY SCHEDULES - TEACHERS

2017-18 through 2019-20

**Wyoming City Schools
2017-2018
Teacher Salary Schedule**

Years Experience	Bachelors Degree	Bachelors Plus 150 Hours	Masters Degree	Masters + 12 Semester Hours	Masters + 24 Semester Hours	Masters + 30 Semester Hours	Masters + 36 Semester Hours
0	41,984 1.000	43,244 1.030	44,503 1.060	46,183 1.100	47,022 1.120	47,862 1.140	48,701 1.160
1	44,084 1.050	45,343 1.080	47,022 1.120	48,701 1.160	49,541 1.180	50,381 1.200	51,221 1.220
2	46,183 1.100	47,442 1.130	49,541 1.180	51,221 1.220	52,061 1.240	52,900 1.260	53,740 1.280
3	48,282 1.150	49,541 1.180	52,061 1.240	53,740 1.280	54,579 1.300	55,419 1.320	56,258 1.340
4	50,381 1.200	51,640 1.230	54,579 1.300	56,258 1.340	57,099 1.360	57,938 1.380	58,778 1.400
5	52,480 1.250	53,740 1.280	57,099 1.360	58,778 1.400	59,618 1.420	60,457 1.440	61,297 1.460
6	54,579 1.300	55,839 1.330	59,618 1.420	61,297 1.460	62,136 1.480	62,976 1.500	63,816 1.520
7	56,679 1.350	57,938 1.380	62,136 1.480	63,816 1.520	64,656 1.540	65,495 1.560	66,335 1.580
8	58,778 1.400	60,038 1.430	64,656 1.540	66,335 1.580	67,174 1.600	68,014 1.620	68,853 1.640
9	60,877 1.450	62,136 1.480	67,174 1.600	68,853 1.640	69,694 1.660	70,534 1.680	71,373 1.700
10	62,976 1.500	64,236 1.530	69,694 1.660	71,373 1.700	72,213 1.720	73,052 1.740	73,891 1.760
11	65,075 1.550	66,335 1.580	72,213 1.720	73,891 1.760	74,731 1.780	75,572 1.800	76,411 1.820
12	67,174 1.600	68,434 1.630	74,731 1.780	76,411 1.820	77,251 1.840	78,090 1.860	78,930 1.880
13	69,274 1.650	70,534 1.680	77,251 1.840	78,930 1.880	79,769 1.900	80,608 1.920	81,450 1.940
14	71,373 1.700	72,633 1.730	79,769 1.900	81,450 1.940	82,289 1.960	83,128 1.980	83,968 2.000
15	73,473 1.750	74,731 1.780	82,289 1.960	83,968 2.000	84,808 2.020	85,647 2.040	86,486 2.060
16	75,572 1.800	76,830 1.830	84,808 2.020	86,486 2.060	87,327 2.080	88,167 2.100	89,006 2.120
17	77,670 1.850	78,930 1.880	87,327 2.080	89,006 2.120	89,846 2.140	90,686 2.160	91,524 2.180
18	77,670 1.850	78,930 1.880	87,327 2.080	89,006 2.120	89,846 2.140	90,686 2.160	91,525 2.180
19	79,769 1.900	81,029 1.930	89,846 2.140	91,524 2.180	92,364 2.200	93,205 2.220	94,044 2.240
20	79,769 1.900	81,029 1.930	89,846 2.140	91,525 2.180	92,365 2.200	93,205 2.220	94,044 2.240
21	81,869 1.950	83,128 1.980	92,365 2.200	94,044 2.240	94,884 2.260	95,724 2.280	96,563 2.300
22	81,869 1.950	83,128 1.980	92,365 2.200	94,044 2.240	94,884 2.260	95,724 2.280	96,563 2.300
23	83,968 2.000	85,228 2.030	94,884 2.260	96,563 2.300	97,402 2.320	98,242 2.340	99,083 2.360
24	83,968 2.000	85,228 2.030	94,884 2.260	96,563 2.300	97,403 2.320	98,242 2.340	99,083 2.360
25	86,067 2.050	87,327 2.080	97,400 2.320	99,083 2.360	99,922 2.380	100,762 2.400	101,602 2.420

School Year	Percent	Base
2009		\$ 36,101
2010	2.00%	\$ 36,823
10 Jan Adj	0.25%	\$ 36,915
2011	2.00%	\$ 37,653
11 Jan Adj	0.50%	\$ 37,842
2012	2.00%	\$ 38,598
12 Jan Adj	0.75%	\$ 38,888
12/13	0.00%	\$ 38,888
13/14	0.00%	\$ 38,888
14/15	2.75%	\$ 39,957
15/16	2.50%	\$ 40,956
16/17	2.00%	\$ 41,775
17/18	0.50%	\$ 41,984

**Wyoming City Schools
2018-2019
Teacher Salary Schedule**

Years Experience	Bachelors Degree	Bachelors Plus 150 Hours	Masters Degree	Masters + 12 Semester Hours	Masters + 24 Semester Hours	Masters + 30 Semester Hours	Masters + 36 Semester Hours
0	42,404 1.000	43,676 1.030	44,948 1.060	46,645 1.100	47,493 1.120	48,341 1.140	49,188 1.160
1	44,524 1.050	45,797 1.080	47,493 1.120	49,188 1.160	50,036 1.180	50,885 1.200	51,732 1.220
2	46,645 1.100	47,916 1.130	50,036 1.180	51,732 1.220	52,580 1.240	53,429 1.260	54,277 1.280
3	48,764 1.150	50,036 1.180	52,580 1.240	54,277 1.280	55,125 1.300	55,973 1.320	56,821 1.340
4	50,885 1.200	52,157 1.230	55,125 1.300	56,821 1.340	57,669 1.360	58,517 1.380	59,365 1.400
5	53,005 1.250	54,277 1.280	57,669 1.360	59,365 1.400	60,214 1.420	61,062 1.440	61,910 1.460
6	55,125 1.300	56,397 1.330	60,214 1.420	61,910 1.460	62,758 1.480	63,606 1.500	64,453 1.520
7	57,246 1.350	58,517 1.380	62,758 1.480	64,453 1.520	65,301 1.540	66,150 1.560	66,998 1.580
8	59,365 1.400	60,637 1.430	65,301 1.540	66,998 1.580	67,846 1.600	68,694 1.620	69,542 1.640
9	61,485 1.450	62,758 1.480	67,846 1.600	69,542 1.640	70,391 1.660	71,238 1.680	72,087 1.700
10	63,606 1.500	64,878 1.530	70,391 1.660	72,087 1.700	72,935 1.720	73,783 1.740	74,631 1.760
11	65,726 1.550	66,998 1.580	72,935 1.720	74,631 1.760	75,479 1.780	76,328 1.800	77,175 1.820
12	67,846 1.600	69,118 1.630	75,479 1.780	77,175 1.820	78,023 1.840	78,871 1.860	79,719 1.880
13	69,966 1.650	71,238 1.680	78,023 1.840	79,719 1.880	80,566 1.900	81,416 1.920	82,264 1.940
14	72,087 1.700	73,359 1.730	80,566 1.900	82,264 1.940	83,112 1.960	83,960 1.980	84,808 2.000
15	74,206 1.750	75,479 1.780	83,112 1.960	84,808 2.000	85,656 2.020	86,504 2.040	87,351 2.060
16	76,328 1.800	77,598 1.830	85,656 2.020	87,351 2.060	88,200 2.080	89,048 2.100	89,896 2.120
17	78,449 1.850	79,719 1.880	88,200 2.080	89,896 2.120	90,744 2.140	91,593 2.160	92,441 2.180
18	78,449 1.850	79,719 1.880	88,200 2.080	89,896 2.120	90,744 2.140	91,593 2.160	92,440 2.180
19	80,567 1.900	81,840 1.930	90,744 2.140	92,441 2.180	93,289 2.200	94,136 2.220	94,984 2.240
20	80,567 1.900	81,840 1.930	90,744 2.140	92,440 2.180	93,288 2.200	94,136 2.220	94,984 2.240
21	82,688 1.950	83,960 1.980	93,288 2.200	94,984 2.240	95,833 2.260	96,681 2.280	97,529 2.300
22	82,688 1.950	83,960 1.980	93,288 2.200	94,984 2.240	95,833 2.260	96,681 2.280	97,529 2.300
23	84,808 2.000	86,080 2.030	95,833 2.260	97,529 2.300	98,377 2.320	99,225 2.340	100,073 2.360
24	84,808 2.000	86,080 2.030	95,833 2.260	97,529 2.300	98,377 2.320	99,225 2.340	100,073 2.360
25	86,928 2.050	88,200 2.080	98,378 2.320	100,073 2.360	100,920 2.380	101,769 2.400	102,618 2.420

School Year	Percent	Base
2009		\$36,101
2010	2.00%	\$36,823
10 Jan Adj	0.25%	\$36,915
2011	2.00%	\$37,653
11 Jan Adj	0.50%	\$37,842
2012	2.00%	\$38,598
12 Jan Adj	0.75%	\$38,888
12/13	0.00%	\$38,888
13/14	0.00%	\$38,888
14/15	2.75%	\$39,957
15/16	2.50%	\$40,956
16/17	2.00%	\$41,775
17/18	0.50%	\$41,984
18/19	1.00%	\$42,404

**Wyoming City Schools
2019-2020
Teacher Salary Schedule**

Years Experience	Bachelors Degree	Bachelors Plus 150 Hours	Masters Degree	Masters + 12 Semester Hours	Masters + 24 Semester Hours	Masters + 30 Semester Hours	Masters + 36 Semester Hours
0	42,828 1.000	44,112 1.030	45,398 1.060	47,111 1.100	47,967 1.120	48,824 1.140	49,680 1.160
1	44,970 1.050	46,254 1.080	47,967 1.120	49,680 1.160	50,537 1.180	51,393 1.200	52,250 1.220
2	47,111 1.100	48,395 1.130	50,537 1.180	52,250 1.220	53,106 1.240	53,964 1.260	54,819 1.280
3	49,251 1.150	50,537 1.180	53,106 1.240	54,819 1.280	55,676 1.300	56,533 1.320	57,389 1.340
4	51,393 1.200	52,678 1.230	55,676 1.300	57,389 1.340	58,245 1.360	59,103 1.380	59,958 1.400
5	53,535 1.250	54,819 1.280	58,245 1.360	59,958 1.400	60,816 1.420	61,672 1.440	62,529 1.460
6	55,676 1.300	56,962 1.330	60,816 1.420	62,529 1.460	63,385 1.480	64,242 1.500	65,098 1.520
7	57,817 1.350	59,103 1.380	63,385 1.480	65,098 1.520	65,955 1.540	66,812 1.560	67,668 1.580
8	59,958 1.400	61,243 1.430	65,955 1.540	67,668 1.580	68,525 1.600	69,381 1.620	70,238 1.640
9	62,101 1.450	63,385 1.480	68,525 1.600	70,238 1.640	71,095 1.660	71,950 1.680	72,807 1.700
10	64,242 1.500	65,527 1.530	71,095 1.660	72,807 1.700	73,664 1.720	74,521 1.740	75,377 1.760
11	66,383 1.550	67,668 1.580	73,664 1.720	75,377 1.760	76,234 1.780	77,091 1.800	77,947 1.820
12	68,525 1.600	69,809 1.630	76,234 1.780	77,947 1.820	78,803 1.840	79,660 1.860	80,517 1.880
13	70,666 1.650	71,950 1.680	78,803 1.840	80,517 1.880	81,373 1.900	82,230 1.920	83,087 1.940
14	72,807 1.700	74,092 1.730	81,373 1.900	83,087 1.940	83,942 1.960	84,799 1.980	85,656 2.000
15	74,948 1.750	76,234 1.780	83,942 1.960	85,656 2.000	86,512 2.020	87,369 2.040	88,226 2.060
16	77,090 1.800	78,374 1.830	86,512 2.020	88,226 2.060	89,082 2.080	89,939 2.100	90,795 2.120
17	79,234 1.850	80,517 1.880	89,082 2.080	90,795 2.120	91,652 2.140	92,508 2.160	93,365 2.180
18	79,234 1.850	80,517 1.880	89,082 2.080	90,795 2.120	91,652 2.140	92,508 2.160	93,365 2.180
19	81,374 1.900	82,658 1.930	91,652 2.140	93,365 2.180	94,222 2.200	95,079 2.220	95,934 2.240
20	81,373 1.900	82,658 1.930	91,652 2.140	93,365 2.180	94,221 2.200	95,079 2.220	95,934 2.240
21	83,514 1.950	84,799 1.980	94,221 2.200	95,934 2.240	96,791 2.260	97,647 2.280	98,504 2.300
22	83,514 1.950	84,799 1.980	94,221 2.200	95,934 2.240	96,791 2.260	97,647 2.280	98,504 2.300
23	85,656 2.000	86,940 2.030	96,791 2.260	98,504 2.300	99,360 2.320	100,218 2.340	101,074 2.360
24	85,656 2.000	86,940 2.030	96,791 2.260	98,504 2.300	99,360 2.320	100,217 2.340	101,074 2.360
25	87,797 2.050	89,082 2.080	99,368 2.320	101,074 2.360	101,931 2.380	102,786 2.400	103,644 2.420

School Year	Percent	Base
2009		\$36,101
2010	2.00%	\$36,823
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13/14	0.00%	\$38,888
14/15	2.75%	\$39,957
15/16	2.50%	\$40,956
16/17	2.00%	\$41,775
17/18	0.50%	\$41,984
18/19	1.00%	\$42,404
19/20	1.00%	\$42,828

9.02 PLACEMENT ON SALARY SCHEDULE

9.0201 Horizontal Placement/Advancement

- A. Salary increases for additional semester and/or quarter hours shall be determined as follows:
 - 1. The official transcript indicating the completion of graduate courses must be filed by September 10.
 - 2. Letters from class instructor(s) indicating completion of graduate courses shall be acceptable provided the official transcript is filed by November 1.
- B. All graduate courses taken within the area of certification and licensure will be accepted for horizontal placement/advancement on the salary scale.
- C. Graduate credits relevant to certificate and/or licensure but taken outside area of certification and/licensure shall require prior Superintendent approval for placement on the salary scale.

9.0202 A newly hired bargaining unit member may be placed by the Superintendent at any step between zero and four (0-4) on the salary schedule if, in the Superintendent's sole discretion, the personal qualifications and/or education and training and/or certification and/or licensure justify a placement higher than a beginning level placement for said newly hired unit member. In the event a higher placement is made, the unit member shall remain at that step until his/her actual years of service accumulate for movement to the next highest step, and seniority for length of service purposes shall not be affected by the advanced placement.

9.0203 Bargaining unit members will be granted one (1) year of service on the salary schedule for a minimum of 120 paid days per school year. No bargaining unit member shall receive one (1) year's experience credit on the salary schedule for service in the 2011-2012 school year.

9.03 PAY PLAN

9.0301 Each bargaining unit member's salary will be paid in twenty-six (26) as equal as possible, bi-weekly payments throughout the life of the contract. All new bargaining unit members' first pay period will be divided by twenty-seven as equal as possible pays if hired at the beginning of the school year, otherwise, the contract will be divided accordingly.

9.0302 Bi-weekly pays will be distributed every other Friday. In the event that a bank holiday falls on a Friday, checks or direct deposit receipts will be delivered the preceding Thursday.

9.0303 During the calendar year when school is not in session, paychecks or direct deposit receipts shall be mailed to the bargaining unit member every other Friday. In the event that a bank holiday falls on a Friday, checks or direct deposit receipts will be mailed the preceding Thursday.

- A. All checks or direct deposit receipts will be mailed on the day prior to the pay date.
- B. Any bargaining unit member wishing to pick up his/her paycheck must notify the Board Treasurer in writing by the Monday prior to the pay date.
- C. All payroll checks will be distributed between 9:00-10:30 a.m. on the day the payroll checks are dated.
- D. There shall be no service and/or mailing charges(s) for the mailing of paychecks and direct deposit receipts to the bargaining unit members.

9.04 PAYROLL DEDUCTIONS

9.0401 The Board shall provide payroll deductions at no charge to the member for the following items:

- A. Federal, State, and local taxing districts taxes.
- B. Annual or continuing Association dues.
- C. Credit Union.
- D. Medical Insurance.
- E. State Teachers Retirement System.
- F. Disability income insurance.
- G. Annuities.
- H. United Way.
- I. Purchase of STRS approved service credit.

9.0402 The payroll deduction of the previous items, when optional on the part of the member, can be initiated upon written request of that member and shall remain in effect until written cancellation is received by the Board Treasurer or for the specific amount of time as stated in the authorization.

9.0403 Each member may request payroll deductions during the calendar. Payroll deductions can begin at any time.

- A. Each request for changes, additions, and/or deletions of payroll deductions shall be implemented when possible with the first pay date following receipt of said request, but in no case later than thirty (30) calendar days after said request.

- B. Bargaining unit members may make changes to annuity payroll deductions throughout the year.

9.05 DIRECT DEPOSIT

Bargaining unit members may utilize direct deposit of their pay check given the following parameters:

1. Sign up and/or withdrawal from the program may be done at any time.
2. Bargaining unit members who sign up must remain in direct deposit the entire year.
3. Direct deposits may be done with all banks.
4. All new bargaining unit members must use direct deposit.

9.06 PRE-TAX AND OPTIONAL BENEFITS

A committee, appointed by the Board and the Association, will analyze cost factors and benefits to members and the district. The committee will meet by September 1 and March 1 to make recommendations to the Board for adoption. Enrollment in board approved programs may take place at any time, however, a minimum of five participants must agree to participate in such board approved programs.

9.07 SUPPLEMENTAL CONTRACTS

- 9.0701 All personnel who receive compensation for responsibilities beyond the scope of the primary responsibilities for which they are compensated shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.
- 9.0702 Supplemental contracts shall be issued prior to the onset of the supplemental responsibilities unless mutually agreed upon by the parties involved. A copy of the formula calculation and a job description shall accompany the contract. During the term of this contract, supplemental contract job descriptions shall be updated or developed and will also be issued with subsequent supplemental contracts.
- 9.0703 Supplemental contracts are issued for a specific school year. Issuance of a new yearly supplemental contract will be the sole prerogative of the Board of Education and based upon job performance and or financial constraints of the district.
- 9.0704 A certificated or licensured teacher employed by the Board of Education deemed most qualified for a specific supplemental position will be given preference for employment.
- 9.0705 The make-up of the Supplemental Committee will include up to five administrators and up to five teachers. The teachers on the committee will be chosen by the WEA officers and will

represent all three divisions. The Assistant Superintendent will serve as the Supplemental Committee Chairperson.

- A. The Supplemental Committee will develop the criteria for evaluating supplemental categories based on the quantifiable and anecdotal data.
- B. The committee will review current supplemental contract categories based on quantifiable and anecdotal data to determine placement within and among the categories.
- C. Compensation for supplemental positions will be reviewed annually and as needed based on quantifiable and anecdotal data. Any changes suggested must be justified by the criteria developed by the committee.
- D. The Supplemental Committee will meet at least three times per year, unless mutually agreed upon by the committee.

9.0706 All requests for changes, additions and or deletions of supplemental positions and compensation must be submitted to the Supplemental Committee for review which is the only committee that is permitted to make supplemental recommendations to the Superintendent.

9.0707 Category description for supplementals

A listing of existing supplemental contract positions shall be attached to this document; however, the Board need not fill any or all positions listed here in any particular school year, and may, at its discretion, eliminate any and all positions. The Board may create a supplemental position without bargaining with the Association.

Specific changes may occur to the following supplemental contract list during the life of the contract upon the recommendation of the Supplemental Committee to the Superintendent and approval by the Board.

Categorizing of new supplemental contracts will be recommended by the Supplemental Committee to the Superintendent and finalized by the Board.

- A. Activities in this category can typically involve a very substantial time commitment, large numbers of students, and a very high degree of complexity and organizational responsibility which may include financial risk, the management of parent support groups and ongoing public pressures and relations. The duration of the activity may be concentrated into one part of the school year, continue throughout the school year or extend beyond the school year. Compensation for this category will range from 2% to 22% of each year's base salary.

- HS Musical Director / Producer
- HS Musical Orchestra Conductor
- HS Musical Vocal Director
- HS Yearbook Advisor
- HS Drama Director
- Middle School Drama

B. Activities in this category can typically have high time commitment, many regular student participants, and significant organizational responsibilities. The mix of these factors may vary from activity to activity, but a typical pattern is a yearlong activity. Compensation for this category will range from 5% to 10% of each year's base salary.

- 9th Grade Advisor
- 10th Grade Advisor
- 11th Grade Advisor
- 12th Grade Advisor
- HS Student Council
- MS Student Council
- HS Project LEAD
- MS Yearbook
- HS Dance Team
- HS Brothers and Sisters United
- MS Partners
- HS Horizon Advisor
- HS Flag Corps
- HS HOPE
- HS Amnesty International

C. Activities in this category can typically involve varied time commitments and moderate organizational responsibilities. These activities represent an extension of the curricular program of the district. A typical pattern involves a yearlong academic club or class that involves working with officers or a small or large group of students. Several special events or high profile competitions or work products may be performed or produced. Compensation for this category will range from 4% to 6.5% of each year's base salary.

- HS Percussion Assistant
- HS Percussion Assistant
- MS Math Counts
- Music Department Assistant
- MS Chamber Music
- HS Chamber Music
- MS Power of the Pen
- HS JETS Advisor
- HS Academic Team
- HS Science Olympiad
- HS Latin Club
- MS Odyssey of the Mind
- Band Director
- HS Icarus Advisor
- HS Close Up
- HS Mock Trial
- Vocal Music Director

D. This category involves all sports. The range of percentage will be determined by the extent of responsibility and complexity of the sport, the number of students participating, the length of the season, the percentage of activities that are performed outside the school year, the financial and equipment management required, the public profile of the sport, and the physical risk management involved with the sport. Compensation will range from 3% to 22%.

- Weight Room Manager
- Baseball – Varsity, V. Assistant, Reserve
- Softball – Varsity
- Softball – V. Assistant
- Softball – Reserve
- Girls' Basketball – Varsity
- Girls' Basketball – V. Assistant
- Girls' Basketball – Reserve

- Girls' Basketball – 8th Grade
- Girls' Basketball – 7th Grade
- Boys' Basketball – Varsity
- Boys' Basketball – V. Assistant
- Boys' Basketball – Reserve
- Boys' Basketball – 9th Grade
- Boys' Basketball – 8th Grade
- Boys' Basketball – 7th Grade
- Football – Head Coach
- Football – First Assistant
- Football – 4 Assistants
- Football – 2 Middle School
- Football – MS Assistant
- Girls' Soccer – Varsity
- Girls' Soccer – Varsity Assistant
- Girls' Soccer – Reserve
- Boys' Soccer – Varsity
- Boys' Soccer – Varsity Assistant
- Boys' Soccer – Reserve
- Cheerleading – High School
- Cheerleading – Middle School
- Swimming – Varsity
- Swimming – Varsity Assistant
- Swimming – Middle School
- Boys' Golf – Head Coach
- Cross Country – Varsity
- Cross Country – Reserve
- Cross Country – Middle School
- Diving – Varsity
- Boys' Track – Varsity
- Boys' Track – Varsity Assistant
- Boys' Track – 7th Grade
- Boys' Track – 8th Grade
- Girls' Track – Varsity
- Girls' Track – Varsity Assistant
- Girls' Track – 8th Grade
- Girls' Track – 7th Grade
- Track/Field – Varsity Head Coach
- Volleyball – Varsity
- Volleyball – Varsity Asst.
- Volleyball – Reserve
- Volleyball – 8th Grade
- Volleyball – 7th Grade
- Wrestling – Varsity
- Wrestling – V. Assistant
- Wrestling – Middle School
- Boys' Golf – Reserve
- Girls' Golf – Head Coach
- Boys' Tennis – Head Coach
- Boys' Tennis – Reserve
- Girls' Tennis – Head Coach
- Girls' Tennis – Reserve
- MS Tennis – Coach

E. This category is an administrative extension of either school or student services. They do not include direct supervision of students, but rather services are performed in the interest of supporting and realizing school functions. Compensation in this category will range from 3% to 10%.

- Fay Auditorium Manager
- Pendery Center Manager
- Sub Caller
- Mentors
- Primary Department Chairs
 - Math
 - Language Arts
 - Science
 - Social Studies
- Middle School Department Chairs
 - Math
 - Language Arts
 - Science

- Social Studies
- High School Department Chairs
 - English
 - Math
 - Science
 - Social Studies
- Department Chairs 7-12
 - Foreign Language
- District Department Chairs
 - Music
 - Physical Education
 - Art
- I.A.T. Primary – 4 members
- I.A.T. Middle School – 4 members
- I.A.T. High School – 4 members

Extended Days

- High School Counselors – up to 40 days, to be divided among the full time counselors
- Middle School Counselors – up to 20 days, to be divided among the full time counselors
- Primary Counselor – up to 20 days, to be divided among the full time counselors
- Psychologist – 10

9.08 STRS PICK-UP UTILIZING THE SALARY ANNUITY METHOD

The Board herewith agrees with the Association to pick-up, utilizing the salary annuity method, contributions to the State Teachers Retirement System paid on behalf of the bargaining unit members under the following terms and conditions:

- 9.0801 The amount to be “picked-up” on behalf of each bargaining unit member shall be the required percentage of the bargaining unit member’s gross annual compensation or the amount determined by STRS. The member’s annual compensation shall be adjusted by an amount equal to the amount picked up by the Board for the purpose of State and Federal tax only.
- 9.0802 The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- 9.0803 Should the rules and regulations of the Internal Revenue Service or the retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- 9.0804 Payment for sick leave, personal leave, severance, and supplementals, including unemployment and workers' compensation, shall be based on the bargaining unit member's total gross pay prior to the adjustment as the basis (e.g., gross pay divided by the number of days in a bargaining unit member's contract).

9.09 HOSPITALIZATION INSURANCE

The Board shall pay eight-five percent (85%) and employees shall pay fifteen percent (15%) of the premiums under the plan offered by the Greater Cincinnati Insurance Consortium.

9.0901 Part-time employees on a .70 contract will be provided a single plan for health insurance with the Board paying 85% of the premium; or if the employee elects a family plan, the Board will contribute the amount it pays on a single plan toward a family plan.

9.0902 Any premiums paid by the employees for medical/hospitalization insurance and dental insurance shall be deducted pre-tax in order to reduce the employees' income for state and federal taxation.

9.10 DENTAL INSURANCE

The board shall pay eighty-five percent (85%) and employees shall pay fifteen percent (15%) of the premiums for coverage under the Greater Cincinnati Insurance Consortium, or another comparable plan.

A bargaining unit member employed on at least a .50 contract will be eligible for dental insurance on a pro rata basis.

9.11 GROUP TERM LIFE INSURANCE

The Board shall provide each member, at no cost to the member, group term life insurance in the amount of fifty thousand dollars (\$50,000) with a double indemnity feature.

9.12 TUITION REIMBURSEMENT

9.1201 Tuition reimbursement will be provided for bargaining unit members who are placed up to MA +12 columns under the following guidelines:

- A. Coursework must be approved in advance by the Local Professional Development Committee (LPDC).
- B. Coursework must be taken at a university or college accredited by the state of Ohio.
- C. Coursework must be at the graduate level.
- D. Coursework will be reimbursed as follows:

1. There will be a maximum of 12 semester hours or 15 quarter hours per calendar year eligible for reimbursement.
 2. During the school year, coursework will be reimbursed at 50% per semester hour. No more than 6 semester hours or 9 quarter hours during the school year qualifies for reimbursement.
 3. During the college or university's summer session, coursework will be reimbursed at 75% per semester hour with a maximum of \$400 per semester hour.
 4. Total district tuition reimbursements will be capped at a maximum of \$25,000 per calendar year.
 5. Tuition reimbursement will be based on a first come, first served basis.
- E. When the district requires an employee to attain additional licensure, both graduate and undergraduate courses will qualify for 100% reimbursement.

9.1202 Prior to registering and paying for coursework subject to tuition reimbursement bargaining unit members shall complete the following approval process and receive notification of approval from the LPDC in order for the terms of the tuition reimbursement provision to apply:

- A. A form indicating college or university, number and type of hours, course title, and tuition cost shall be completed.
- B. This form shall be submitted to the Local Professional Development Committee which will decide on approval based on course appropriateness.
- C. The form shall be returned to the requesting teacher with approval or the reasons for disapproval indicated.
- D. Approved coursework shall be reimbursed upon presentation of a tuition paid receipt and a grade report showing credit for the approved course(s) with a minimum grade point average of 2.0 for each course taken upon submission to the Treasurer.

9.1203 Any bargaining unit member who has received tuition reimbursement will be required to reimburse the District, through payroll deduction or direct reimbursement, under the following conditions:

- A. Bargaining unit member who voluntarily leaves the district within one (1) calendar year of receiving tuition reimbursement will be required to reimburse the District for one hundred percent (100%) of the amount received.

- B. Bargaining unit member who voluntarily leaves the district within two (2) calendar years of receiving tuition reimbursement will be required to reimburse the District for fifty percent (50%) of the amount received.
- C. This provision of the contract can be waived by the Superintendent for unusual circumstances.

9.13 RETIREMENT SEVERANCE PAY

9.1301 Severance pay will be a one-time lump sum payment to eligible bargaining unit members. A bargaining unit member's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

- A. The bargaining unit member retires from the school system.
- B. The bargaining unit member has ten years service in Wyoming immediately preceding retirement.
- C. The bargaining unit member must be eligible for disability or service retirement as of the last date of employment.
- D. The bargaining unit member must sign for his/her severance check certifying all eligibility criteria have been met.

9.1302 The benefit will be assessed by the following formula:

$$\begin{aligned} & \text{Wyoming years} \times 3.0 \text{ days and} \\ & \text{non Wyoming years} \times 1.0 \text{ days} \\ & = \text{Days of Severance} \end{aligned}$$

9.1303 Each day of severance pay will be calculated on the bargaining unit member's base salary during the last year of service.

9.1304 Payout to occur:

- A. Bargaining unit members who turn 55 years of age or older in the calendar year of retirement shall have their regular severance amount paid within one (1) month following the completion of all necessary paperwork. The complete severance payout will be deposited in one lump sum into the bargaining unit member's Accumulated Leave Plan Account.
- B. Bargaining unit members who are 54 years of age or younger in the calendar year of retirement shall have their regular severance amount included in the final paycheck. Bargaining unit members who are 54 years of age or younger

in the calendar year of retirement, may elect to have their regular severance payout deposited in one lump sum into the bargaining unit member's Accumulated Leave Plan Account if all retiring bargaining unit members who are 54 years of age or younger in that calendar year of retirement, agree to participate in the Accumulated Leave Plan.

- 9.1305 A bargaining unit member who notifies the Board of Education in writing on or before March 1 of the year in which they intend to retire will receive a \$400 stipend upon retirement from the district. This applies to those bargaining unit members who are eligible only for retirement severance and are not eligible for the severance bonus referenced in 9.14 of this contract.

9.14 RETIREMENT SEVERANCE BONUS

- 9.1401 Those bargaining unit members who become eligible for unreduced benefits for retirement during the life of this contract are entitled to a bonus severance payout equal to sixty percent of their calculated severance pay under the following conditions and understandings:

- A. The bargaining unit member elects retirement at the conclusion of the school year in which they first become eligible for unreduced benefits for retirement and notifies the Board in writing on or before March 1 of that year.
- B. The bargaining unit member provides the Treasurer with the most recent STRS annual statement indicating eligibility on record with STRS.
- C. Payout to occur:
 - 1. Bargaining unit members who turn 55 years of age or older in the calendar year of retirement shall have their bonus severance amount paid by July 15th of the year following retirement. The complete bonus severance payout will be deposited in one lump sum into the bargaining unit member's Accumulated Leave Account.
 - 2. Bargaining unit members who are 54 years of age or younger in the calendar year of retirement shall have their bonus severance amount paid by July 15th of the year following retirement. Bargaining unit members who are 54 years of age or younger in the calendar year of retirement may elect to have their bonus severance payout deposited in one lump sum into the bargaining unit member's Accumulated Leave Plan Account if all retiring bargaining unit members who are 54 years of age or younger in the calendar year of retirement agree to participate in the Accumulated Leave Plan.

- D. Failure to exercise this option as described excludes the bargaining unit member from further consideration for this retirement bonus or future retirement bonuses.

9.15 PURCHASING STRS CREDIT

Bargaining unit members who can purchase STRS credit for any reason permitted by the STRS will be able to do so through pre-tax deductions from their paychecks.

ARTICLE X: CONCLUSION

10.01 COMPLETE AGREEMENT

10.0101 The Board and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

10.0102 This Agreement constitutes the whole and entire Agreement between the parties. All other previously negotiated agreements not incorporated herein are null and void and of no further force or effect.

10.02 SAVINGS CLAUSE

10.0201 The Agreement shall be subject to any applicable present and future Federal, State, and local laws and the invalidity of any provision of this Agreement by reason of any such applicable existing or future laws shall not affect the validity of the surviving provisions.

10.03 DURATION

This agreement's language and benefits shall be effective at 12:01 AM on June 1, 2017, through midnight June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

For the WYOMING EDUCATION ASSOCIATION - OEA/NEA

by _____ Date _____
Todd Wegenhart, Negotiations Chair, Wyoming Education Association

by _____ Date _____
Katie Boerger, OEA/NEA Labor Relations Consultant

For the WYOMING CITY SCHOOL DISTRICT BOARD OF EDUCATION

by _____ Date _____
Todd Levy, President, Wyoming City Schools Board of Education

by _____ Date _____
Carolyn Hinds, Treasurer, Wyoming City Schools