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ANTHONY WAYNE LOCAL SCHOOLS

Anthony Wayne Board of Education

and

Anthony Wayne Education Association



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ANTHONY WAYNE BOARD OF EDUCATION

MASTER CONTRACT

JULY 1, 2013 – JUNE 30, 2015

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ARTICLE 1

Preamble

This agreement entered into by the Anthony Wayne Local Board of Education and the Anthony Wayne Education Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations among teachers, supervisors, administrators and the Board; the establishment of equitable and peaceful procedures for the resolution of differences in the interpretation and application of the terms of this Agreement; the establishment of salaries and other agreed upon conditions of employment as spelled out specifically in this Agreement; and above all, the duty and responsibility of the Association in cooperating with the Board and Administration in providing the best possible education for the students of the school system and the most efficient use of the taxpayers' money.

ARTICLE 2

Recognition

The Anthony Wayne Board of Education, hereinafter referred to as "Employer" or "Board", recognizes the Anthony Wayne Education Association (AWEA), an OEA/NEA affiliate, as the sole and exclusive bargaining representative for the purposes as defined in Chapter 4117 of the Ohio Revised Code for a bargaining unit which includes all certificated/licensed employees, both full and part-time under contract (twenty or more hours per week)* (e.g. Classroom teachers, guidance counselors, librarians, media and program specialists, dean(s) of students, nurses, in-school education tutors, teacher/athletic director, substitutes under contract serving in one specific teaching position sixty (60) days or more, and excluding all other substitutes, supervisors and administrative personnel, aides, positions exclusive to the adult education program, and all positions excluded as per ORC 4117. Any newly created position, which meets the above criteria for inclusion, shall also be included in the bargaining unit.

*The school nurse shall be exempted from the twenty (20) or more hours per week provision. Fifteen (15) hours per week will be applicable to the nurse.

ARTICLE 3

Negotiations Procedure

Elections

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117 of the Ohio Revised Code.

Scope Of Bargaining

The scope of bargaining shall be matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of any existing provision of this Agreement.

Procedures

Requests for Negotiations

If either of the parties desires to negotiate changes in this collective bargaining agreement, they shall notify the other party in writing not earlier than 130 days nor later than 110 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session. Once the initial packages/proposals are exchanged, neither party may propose any additional issues except by mutual agreement.

Representatives

Representatives of the Board shall meet with the designated representatives of the Association to negotiate in good faith. Representation shall be limited to six (6) representatives each of the Board and Association. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

One consultant with speaking privileges may be used by either side. Additional consultants may be used by mutual agreement of the parties. Such additional consultants will not have speaking privileges at the bargaining table unless this is mutually agreed to.

Neither party in negotiations shall have any control over the selection of the other parties' team members. Members of both teams and observers shall be bargaining unit members, employees of or members of the Board, except for consultants per Article 2, paragraph 1 above.

Information

The Parties agree to furnish each other both prior to and during negotiations within a reasonable time upon written request for specific public information such available information, which would be required for developing proposals for purposes of negotiations pursuant to this area. This shall not require either party to rework, redraft, or compute information. Access to information in its existing form shall satisfy the requirements of providing information. Reasonable costs in providing such information shall be paid for by the requesting party.

While negotiations are in progress and prior to the completion of the impasse procedure set forth in the "Disagreement" section of this Article, any release prepared for the media must be approved by both parties. Once the impasse/mediation procedure is completed, each party is permitted to release all contract proposals.

Time Limits

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes.)

Bargaining sessions will normally last three (3) hours but the parties recognize that this time period may be shortened or lengthened in accordance with the progress of negotiations at a particular session. Days shall mean calendar days unless specified otherwise.

Time limits established under Negotiations Procedure may be modified by mutual agreement.

Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed and dated by each party.

Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges, unless mutually agreed otherwise. Observers and team members shall maintain the confidentiality of negotiation sessions, which will be held in executive session.

Concentrated Bargaining

In the event the Board and Association agree to engage in concentrated bargaining, each team may have no more than six (6) members, unless agreed to by mutual consent.

If the parties engage in concentrated bargaining, the consultants' role will be to advise their respective bargaining team members and to draft language agreed to by the committees.

In the event the Board and Association agree to engage in concentrated bargaining, the parties will establish a date for the mutual exchange of issues at least forty-five (45) days in advance of the concentrated bargaining sessions. At this meeting, the parties will exchange issues and explain their interests in each issue to facilitate preparation for bargaining. Once the initial issues/proposals are exchanged, neither party may propose any additional issues except by mutual agreement."

In the event the Board and Association agree to engage in concentrated bargaining, an agenda for bargaining will be developed by and shared by representatives of both parties before actual bargaining begins. The agenda may be changed at any time upon mutual agreement of the parties.

Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification by the Association and adoption by

the Board, the Agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

Disagreement

Impasse may be declared by either party in writing, when one or both parties have bargained to the point where they have had several meetings and further discussion or providing of counter proposals has become futile in terms of reaching agreement.

Impasse may be declared by either party if agreement is not reached within forty-five (45) days prior to the contract expiration.

In the event of an impasse, the parties shall request that a commissioner of the Federal Mediation and Conciliation Service (FMCS) be appointed within ten (10) days following the declaration of an impasse. The Commissioner shall have two (2) days to act as a mediator between the parties in an effort to arrive at a tentative contract settlement. The parties may mutually agree to extend the period the Commissioner may act as a mediator.

The Commissioner will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to effect agreement.

All hearings conducted by the Commissioner shall be in closed sessions and no news releases shall be made concerning the progress of hearings during the course of the review.

All actions shall be in accord with the FMCS rules.

After completion of the impasse procedure set forth above (in The Disagreement Section), the Association may exercise its right to strike upon expiration of the contract by serving the Board and the State Employment Relations Board with written notice of its intent to do so ten (10) days prior to such action.

It is the intent and purpose of the parties to this agreement that the impasse procedures contained in this Article are the mutually agreed to alternative dispute procedure that shall supersede and take the place of the procedures set forth in O.R.C. Section 4117.14.

ARTICLE 4 *Dues Check-Off*

The Board agrees to deduct from or check-off from the wages of employees, as defined in Article 2, for the payment of dues to the Association upon presentation of a written authorization individually executed by any employee not excluded in Article 2.

Monthly payroll deductions duly authorized in paragraph 1 above shall be forwarded to the treasurer of the Local Association.

Deductions authorized in accord with Article 4, paragraph 1 and 2 shall continue from year to year for the duration of this contract unless such authorization is revoked by the bargaining unit member via

certified mail received by the Board treasurer within the month of September. The Association treasurer may request from the Board treasurer, and, if requested, the Board treasurer will supply the Association treasurer with a list of these individuals who have revoked authorization with attached copy (ies) of the certified receipt(s). If the Association member leaves the employment of the district prior to the complete payment of dues owed, it is the responsibility of the Association to collect the remaining amount.

The Board agrees not to honor any check-off authorization or dues deduction authorizations executed by any employee, as defined above in the Bargaining Unit in favor of any other labor organization or organization representing employees for the purpose of collective bargaining in this school district. The Board will not recognize any other labor organization for the purposes of this Agreement.

The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association.

Association dues amount as certified by the treasurer of the Association annually on September 9 shall be deducted in the following manner:

Deductions for dues shall be made twice a month and will be spread of 24 pays.

No charge shall be made for the deductions.

Fair Share Fee

Effective 7/1/85, bargaining unit members who are members of the Association as of 7/1/85 but who thereafter withdraw membership, and newly hired unit members after 7/1/85 shall either (1) become a member of the Association (newly hired unit members have sixty [60] calendar days from initial employment to do so) or (2) pay a service fee in an amount not to exceed the annual dues paid by unit members who are members of the Association.

All bargaining unit members who elect to be fair share payors shall have such payment made through payroll deductions.

The Association shall indemnify and hold the board/designees harmless from any action brought against the Board/designee as a result of this Fair Share provision.

Fair Share Fee rates shall be provided by the Association to the Treasurer at the same time as dues amounts.

The responsibility of the Board to provide deductions under the Fair Share provision shall end upon the unit member having left the employment of the district or upon obtaining a position not within the bargaining unit.

It shall be the responsibility of the Association to provide an internal rebate procedure in accordance with 4117.09 ORC. Religious conscientious objections shall be provided in accord with 4117.09 ORC.

Hudson Clause

The Association certifies to the Board that an internal rebated procedure shall be established in accordance with Section 4117.09C of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit. The Association warrants that its rebate procedures will satisfy case law from courts of competent jurisdiction, federal, state and meet constitutional requirements.

ARTICLE 5

No Discrimination

The parties agree there shall be no discrimination against any employee for any reason, which is considered illegal under any Federal, State, or local law or ordinance.

ARTICLE 6

Management Rights

Except as herein clearly and explicitly limited by express terms of this Agreement, the rights of the Board and Administration in all respects to manage the entire operation of all phases of the school system including, but not limited to, the right to hire; fire; promote; demote; suspend; discharge; discipline, for just cause, in any form; make and enforce rules and regulations; establish and modify working hours; plan, establish, combine, or abolish jobs or operations; and transfer employees shall be the sole and exclusive prerogative of the Board and Administration. In no event, if the Board and Administration choose not to exercise the above functions in any given situation, such decision shall not be deemed a waiver of any such right nor shall it preclude the Board and Administration from exercising the same in some other way.

Any and all rights, powers, and authority the Board and Administration had prior to entering into this Agreement with the Association are retained exclusively by the Board and Administration except as expressly abridged, delegated, granted, or modified by the Agreement.

The Association shall have the right to file a grievance challenging any action of management, under this section, that seems in conflict with rights granted to the Association or employees elsewhere in this Agreement.

It is the intent and purpose of the parties to this agreement that the management rights and Association rights contained in this Article shall supplement the rights and obligations set forth in O.R.C. 4117.08.

ARTICLE 7

Grievance Procedure

A grievance shall be defined as an alleged misapplication, misinterpretation, or violation of the express written provisions of this Agreement.

Any grievance filed by an employee alleging disciplinary action or discharge, which has not been for just cause, may be filed at the third step of the Grievance Procedure.

In the event that there is a grievance, which involves more than one teacher arising out of similar facts and circumstances, it may be submitted as a group grievance by the affected parties. The teachers shall sign the grievance form.

Step I

The employee(s) and/or the Association representative may take up a grievance or dispute with the employees' principal within five (5) working days of the date of the occurrence or of the date the employee(s) could first have had knowledge of the occurrence. The principal and the employee(s) and/or the Association representative shall make every possible effort to resolve the matter in a mutually satisfactory manner. The principal shall advance the grievance to Step III of the Grievance Procedure immediately if the grievance is a matter over which he/she has no control or jurisdiction.

Step II

In the event the grievance is not satisfactorily resolved in Step I within five (5) working days, the employee(s) and/or Association representative shall reduce the grievance to writing on the form provided by the Board. The grievant must specify the Section of the Agreement allegedly violated, the manner of the violation, and the special remedy sought. The grievance shall be presented to the principal who shall be required to answer the grievance in writing within five (5) working days.

Step III

If the grievant is not satisfied with the principal's answer, he/she shall complete the next step on the grievance form, stating his/her reason(s) for rejecting the principal's reply and submit the grievance within five (5) working days, to the office of the Superintendent. When a grievance is of such a nature that it affects teachers in more than one building, the Association President can submit this group grievance to the Superintendent at Step IV. A group grievance must specify the names of the teachers affected by the alleged misinterpretation, violation, or misapplication.

Step IV

The Superintendent or his/her designee shall reply to the grievance within ten (10) working days in writing. He/she may merely reply or he/she may call for a meeting with the principal, grievant, and Association representative, unless the employee(s) waive in writing, representation by the Association representative. The grievant may request a meeting with the Superintendent if the Superintendent has called no such meeting.

Step V

If the grievant does not accept the Superintendent's answer, he/she may, within ten (10) working days, give the Superintendent notification of intention to arbitrate.

Time limits may be extended by mutual agreement.

Step VI - Arbitration Procedure

Within ten (10) working days of the notification to arbitrate served upon the Superintendent, the Association representative shall petition the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators with experience in the public sector. Either party may request subsequent panels of arbitrators.

The Association representative and the Superintendent or the Superintendent's designee may choose a mutually agreeable individual to act as the arbitrator in a single case or a series of cases, in lieu of requesting a panel of arbitrators from the Federal Mediation and Conciliation Services.

Selection of an arbitrator from a panel of seven (7) arbitrators shall be by each party alternately striking names until one name remains on the list, who shall be deemed to be the arbitrator selected. The party to strike first shall be determined by a flip of the coin or any other means acceptable to the parties. Notice of the arbitrator selected shall be sent to the Federal Mediation and Conciliation Service.

The arbitrator shall only have jurisdiction and authority to rule solely on the specific articles of the Agreement and shall be limited to finding if the Board violated the Agreement as alleged by the grievant in his/her grievance. The Agreement and the grievance with the allegations and replies shall be given to the arbitrator as Joint exhibits #1 and #2.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this contract nor add to, subtract from or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion, which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, grievant and the Association.

The decision of the arbitrator shall adequately set forth the issue or issues to be decided, the positions of the parties, specific findings of fact, conclusions of law, and the award. The arbitrator shall render his/her award within thirty (30) days of the date of the hearing or within thirty (30) days of the date briefs are filed, whichever is later.

Where there has been a displacement from the work station of the grievant due to a discharge or disciplinary suspension, the Board may be entitled to full credit on such award for the employee's gross interim earnings, unemployment compensation benefits, workers' compensation benefit, and any other compensation earned during the same hours the grievant would have been otherwise employed by the Board of Education because of the discharge or disciplinary suspension. Each case shall be evaluated by the arbitrator on a case-by-case basis to determine the Board entitlement for the times the grievant might have been otherwise employed. Such credit will not be given for outside employment in which the employee was engaged at the time of discharge or suspension to the extent such employment was not enlarged following the discharge or suspension.

The cost of the arbitrator shall be borne equally by the Board and the Association.

The costs incurred by the respective parties, such as, but not limited to witnesses, record, transcripts, transportation and lost time shall be borne by each party separately.

ARTICLE 8

Administration-Association Meetings

The Administration and the Association (it's designated representatives) may meet to discuss matters of mutual interest. This committee is a professional labor-management committee created to establish better communication between the parties. The discussion of formal grievances or negotiations of contract items is not a function of this committee.

A meeting may be held each year in September, November, January, and March. Additional meetings may be held by mutual agreement. Meetings will be limited to one (1) per month.

All meetings may be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed two (2) hours, unless the parties mutually agree to extend the meeting time beyond the two (2) hours.

The Administration representatives shall include the Superintendent and one administrator from each building. The Association's representatives shall include the President of the Association and one teacher from each building. Additional administrators or teachers may be requested to participate.

ARTICLE 9

Leaves

It is the intent and purpose of the parties to this agreement that the rights and obligations given management, the Association and bargaining unit members in Article 9 shall supplement the rights and obligations set forth in O.R.C. Sections 3319.141, 3319.143, 124.386 and any other provision of the Revised Code.

A. Sick Leave

The total of fifteen (15) days of sick leave may be earned in a twelve (12) month period and may be accumulated at the rate of one and one fourth (1 1/4) days per month to a total of:

- 280 days (2013/14, 2014/15)

(A beginning staff member is automatically granted five (5) days of sick leave at the beginning of the school year, but these days are a part of the fifteen (15) accumulated during the contract year at the rate of one and one fourth (1 1/4) per month of service.) (Part-time personnel accumulate only those hours per day of contract.)

Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury, or death in the employees' immediate family. (ORC 3319.141)

Immediate family shall include any of the following persons for whom the employee has a responsibility: spouse, son, daughter, legal ward, parent, parent-in-law, grandparent, brother or sister.

Teachers shall furnish a written-signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employees' statement shall list the name and address of the attending physician and the dates when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Revised Code. (ORC 3319.141)

Sick Leave shall be granted to a mother for pregnancy prior to the birth of a child and to one parent only for a period of six weeks following the birth of or adoption of a child. Additional time may be granted as verified by a medical doctor.

Use of sick leave of three or more consecutive days for the employee's personal illness may require by the Board a medical doctor's statement at Board expense indicating the necessity of sick leave usage and continuity of that usage.

B. Sick Leave Pool

The sick leave pool shall be established for all certificated/licensed personnel in the bargaining unit. The purpose of this pool shall be to provide a certificated/licensed staff member a leave for catastrophic illness or injury. To be eligible, a certificated/licensed staff member must have exhausted all accumulated sick leave or other eligible leaves with pay. Available days in the Sick Leave Pool can be used multiple times for catastrophic illness not to exceed a total of one hundred (100) days per person.

Application to draw days from this pool shall be made on the appropriate form to the Superintendent or the Superintendent's designee through the Association President. Depending upon the extent of the injury/illness and prognosis for return to regular employment, the Superintendent or the Superintendent's designee may grant up to the maximum number of accumulated days currently in the pool.

If sick leave pool time is approved and the medical issue qualifies the employee for temporary disability retirement through STRS, the employee will apply at the appropriate STRS timelines. After the first twenty (20) days of sick leave usage from the pool, an applicant can apply for more days in segments of ten (10) days of sick leave at a time until all sick leave days in the pool are exhausted to a cumulative total of one hundred (100) days. In special circumstances, the AWEA President may, by letter to the Superintendent, request that this requirement be waived. The Superintendent's decision shall not be subject to the grievance procedure.

The maximum days to be carried in the pool shall be 185 days per school year, and each certificated/licensed staff member may donate up to two (2) days of sick leave from his/her individual sick leave accumulations each year to be added to this pool. The Superintendent shall be notified in writing by the Association of all such donations. The donation of days to the sick leave pool shall not affect employee rights under Article 9 Sick Leave, Subsection B.

Once the total accumulation in the pool drops below 100 days the Association president shall solicit additional days from certificated/licensed staff members in the district, provided they have not already donated their maximum number of two (2) days each in the current school year.

Any misuse of this leave provision may result in disciplinary action.

C. Personal Leave

- (a) Absence from work without deduction of pay may be granted for personal business that cannot be taken care of other than on school time. Advance approval must be obtained from the superintendent or, in his absence, from the Assistant Superintendent or building administrator.
- (b) The following reasons are considered as acceptable reasons for which personal leave may be granted:

Court appearance

Funeral of a close friend or relative (will be interpreted to include funeral of a student). Not eligible under sick leave.

Legal business, for example: consultation with an attorney, estate settlement/will, divorce, adoption or custody, guardianship, etc.

Damage to personal property, which required immediate attention.

Major religious holidays requiring absence from work.

Graduation exercises for a child of the employee, spouse, or the employee.

Taking a son or daughter to college at the beginning of a term not to exceed one (1) day per school year.

Wedding - one (1) day per occasion for self, son, or daughter.

Taking doctoral exams, not to exceed two days.

Attendance at a K-12 school function for a son or daughter enrolled in the school program. Limited to one (1) day per school year.

Note: The Superintendent may grant personal leave for any reason he/she or his/her designee deems appropriate. (This is not subject to the grievance procedure.)

- (c) If there needs to be multiple uses of any one personal leave category, then the teacher will produce documentation and/or discuss the matter with the Superintendent or his/her designee.
- (d) If there is suspected abuse of these guidelines, the administrator will discuss the situation with the individual.
- (e) To accompany spouse on a business or conference trip, to extend vacations, or interview, seek, or engage in gainful employment are not acceptable reasons to request personal leave.
- (f) Except for emergencies as determined by the discretion of the Superintendent, personal leave shall not be granted the first or last day of the school year.

- (g) Absence from work, even when pay will be deducted must be approved by the Superintendent in advance of the date. The building principal's decision may be reviewed or reversed by the Superintendent.
- (h) Each certified/licensed employee may be granted one (1) day of personal leave per school year for reasons other than those listed. The certificated/licensed employee must request said day in advance, subject to the provisions of paragraphs 1, 5, and 6. Approval of personal leave under this Section will be determined by the Superintendent and is not subject to appeal through the grievance procedure.
- (i) If the reason under paragraph 8 is of a personal sensitive nature, the teacher may request and the reason shall be kept confidential by the employee not being required to state the reason on the personal leave form. Such request shall be made directly to the Superintendent. Personal leave under paragraph 9 is subject to the requirements of paragraph 8.
- (j) In the case of extreme emergency in paragraph 2, 6, and 8, and if the reason is of a personal nature as per paragraph 9, notice of absence shall be given as soon as possible to the Superintendent or, in his absence, to the Assistant Superintendent or building administrator. This notice shall not be considered as approval of absence. Approval or disapproval will be made at a later time by the Superintendent based upon the facts of the case. A written application for the use of personal leave will be completed on the day the teacher returns to work. At that time the Superintendent will also determine whether or not a deduction in pay shall be made.
- (k) The staff member who faces a deduct of salary for an unexcused personal day shall have the deduct of their individual base salary only. The ratio shall be determined by their salary schedule placement and shall not include the proportionate rate being paid for a supplemental contract. All Extended Service and Educational Increment positions as appears in the supplemental schedule plus the athletic director position are excluded.

D. Assault Leave

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

Any certificated/licensed teacher who must be absent from his or her duties due to physical disability resulting from an assault while teaching or participating in school-related activities, on or off school premises, before, during, or after school hours, provided that such assault is also directly related, attributable to, or arising out of the employment by this system of said teacher, will be paid his/her full schedule compensation for a maximum period of thirty (30) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

Before Assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses, and a

description of the injuries sustained by each victim of the assault. If medical attention is required or sought the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio. The teacher will furnish this statement(s) within ten (10) working days of the assault. The Superintendent may extend this reporting period in an emergency.

Falsification of either the written, signed statement of the event of circumstances surrounding the assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 ORC.

Assault leave which is approved by the Superintendent shall not be charged against sick leave earned or earnable by the teacher, or leave granted under regulations adopted by the Board pursuant to 3319.08 ORC, or any other leave to which the teacher is entitled. Assault leave benefits shall not be paid if Workers' Compensation benefits are paid to the teacher.

E. Leave of Absence

A bargaining unit member who returns from a requested leave of absence of a semester or less will be returned to his/her original school and assignment.

The Administration shall endeavor to return a bargaining unit member returning from a leave of absence longer than one semester to a position of comparable status - i.e.- grade level or same certification/licensure. However, if scheduling/staffing does not permit the staff member to be assigned to the same or comparable position, he/she may then be assigned to some other position for which he/she is qualified. The ending dates of leaves of absence shall coincide with the end of a grading period unless otherwise authorized by the Superintendent.

F. Academic Leave

An academic leave of absence must be submitted prior to April 1 by application through the Superintendent's office. The leave may not exceed one (1) year in length. To be eligible a staff member must have been employed in the Anthony Wayne School District for at least seven (7) years.

Leaves shall be granted only for graduate course work which provides a better understanding of students, responds to a particular area needing improvement as indicated in the teacher's evaluation, courses specifically related to an area in which the teacher is currently certificated/licensed, or is in pursuit of another educational field of certification/licensure.

Special levels of scholarship, awards, grants, etc. may be cause for the possibility to waive the above-mentioned restrictions of time in service, as authorized by the Superintendent.

Staff members who are granted such academic leave are encouraged to return to the Anthony Wayne School District for the academic year after the leave. Notice of that intent to return shall be the responsibility of the staff member no later than July 10 of the year preceding the return.

G. Jury Duty

When a staff member is required to serve jury duty, the panelist compensation shall be presented to the Treasurer of the Board of Education in order that the staff member be paid his/her regular compensation for the day or days. (ORC 3313.211) Any remuneration specified by the Court as expenses rather than panelist compensation need not be submitted to the Treasurer.

H. Family and Medical Leave Act

The Board and unit members retain all rights and responsibilities granted under the Family and Medical Leave Act ("FMLA"). Under the FMLA a unit member who qualifies may use up to twelve (12) weeks of FMLA leave during a twelve (12) month period. The 12-month FMLA cycle shall begin with the fiscal year (July 1).

I. Payment for Leaves

Payment for all paid leaves, sick leave, personal leave, severance, and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract.)

ARTICLE 10

Professional Meetings

Academic personnel will be granted approval to attend professional meetings, which pertain to their teaching area and responsibilities as certified/licensed personnel.

Delegates to the OEA Representative Assemblies will be granted leave to attend such meetings (in accord with Section 6). Officers in a professional organization (limited to President, Treasurer, Vice-President, and Executive Committee members excluding a local Executive Committee) may attend 2 professional meetings per year per individual, which pertain to their duties as officers in such organization. Expenses shall be paid by AWEA for delegates and by the Professional Organizations for the officers. The Board shall pay the cost of the substitutes.

Educational workshops sponsored by the OEA, which are aimed at improving, adding to knowledge or skills of teachers as related to their teaching duties, or the curricular goals of the District, shall be supported on a 50-50 basis by the AWEA and the Board of Education, exclusive of substitute cost.

Commercially sponsored workshops and demonstrations will not be considered unless appropriate to materials being used or in process of selection.

To provide benefit to others from information gained, written or verbal reports will be made available to the building staff and to the Board of Education where such information may be of value to the Board.

Permission to attend meetings or workshops described in this article requires the following:

Application for professional leave must have approval of the building principal and the Superintendent prior to the date of the meeting. Approval is conditional upon district priorities as determined by assessed district needs.

The estimated expenses to be claimed must not exceed the building appropriation approved by the Board of Education.

No more than one staff member per building should be granted professional leave on any given day unless the nature of the meeting or workshop requires the presence of more than one staff member and if substitutes can be obtained.

Reimbursement for mileage, meals, and lodging at professional meetings will be at the following rates:

Mileage: Current IRS rate per mile (maximum 400 miles)

Meals: (\$33.00 per day) AWEA agrees to reasonable, common sense use of meal allowances.

Lodging: Maximum of \$80.00 per night single/\$120 per night double occupancy. Tax is excluded from payment.

Registration: (Actual cost) Application will include registration forms.

Parking: effective 7/1/98 - actual cost; no reimbursement for valet parking. All receipts must accompany application for reimbursement.

Other expenses claimed will not be reimbursed.

The Anthony Wayne Board of Education shall appropriate monies to fund the cost of substitute teachers for professional meetings approved and attendance pursuant to paragraphs 1-7 of this Article.

We encourage all staff members to develop as professionals by attending professional meetings and the Board will commit itself to providing funds as available.

ARTICLE 11

Professional Development

A. Professional Visitation

Upon recommendation of a building principal and approval of the Superintendent, a certificated/licensed staff member may be granted permission to visit and observe the instructional program in another educational institution for the purpose of professional improvement. Any expenses incurred, save substitute costs, will be paid by the staff member.

B. Professional Growth College Credit

A bargaining unit member may be reimbursed for professional growth graduate college credit. To be eligible for reimbursement under this article, a bargaining unit member's request must have the prior approval of the Superintendent on the form provided.

Tuition Reimbursement shall be included in the approved appropriations of the board. The annual tuition reimbursement fund shall be as follows

- \$44,000 will be appropriated for fiscal year 2013.
- \$46,000 will be appropriated for fiscal year 2014.
- \$48,000 will be appropriated for fiscal year 2015.

(Note: A fiscal year commences July 1 and ends June 30.)

Each bargaining unit member who earns professional growth graduate college credit which was approved by the Superintendent prior to taking the course, will be eligible for reimbursement up to the following maximum amounts per fiscal year per unit member:

- \$1350 - effective 7/1/2013 thru 6/30/2015 – for eligible employees pursuing an advanced educational degree
- \$900 – effective 7/1/2013 thru 6/30/2015 - for all other approved college course work.

(Note: Employees pursuing an advanced educational degree must present a letter of acceptance into the degree program along with their application for reimbursement.)

Parking, Lab fees, books, and other miscellaneous fees are not considered actual instructional cost and will not be reimbursed.

Graduate course work will be approved under this provision if such course meets, as determined by the Superintendent, one of the following criteria:

- (a) Courses related to the teacher's current or pending assignment.
- (b) Courses to renew a current certificate/license.
- (c) Courses that provide a better understanding of students.
- (d) Courses responding to a particular area needing improvement as indicated in the teacher's evaluation.
- (e) Courses specifically related to an area in which the teacher is currently certificated/licensed.

Course work credit will be given *for* classes, seminars, or workshops offered by an accredited University or College. If the course is an on-line class, the staff member will need LPDC approval that the course will lead to renewal of their licensure/certificate. The LPDC committee will forward the approval to the superintendent for final approval as described in this agreement. The Superintendent must approve credit for courses that do not meet this criterion in advance.

To be eligible for reimbursement under this Article, unit members:

- Must have been an employee on the certified/licensed staff of the Anthony Wayne schools for at least two (2) years and,

- Must submit evidence of course completion with grade of "B" (or better) or "pass" in a pass-fail course.

Reimbursement for courses taken during a fiscal year (July 1 – June 30) shall be paid prior to October 15 of the school year immediately following that summer. Reimbursement for courses taken during the previous year shall not be provided under this Article if the unit member does not return to the district the next school year.

If the number of approved requests exceeds the amount appropriated for the fiscal year the funds will be distributed to qualified employees in an equal manner on a prorated manner.

The Superintendent will determine the level of payment.

All college level courses which are reimbursed to bargaining unit members by any other agency are not eligible for reimbursement for those same hour by the board.

A reconciliation of the Professional Growth College Credit account shall be made available to the President of the AWEA upon request.

C. Professional / Curriculum Development Committees

Anthony Wayne Local School District is committed to providing an excellent educational program and recognizes the need for a continuous process of self-evaluation, research, and professional development. As a means of meeting this goal, the AWEA and administration will collaborate to provide staff development programming at the building and district level.

Teachers who participate on a "district committee" that has been organized by a district administrator for the purpose of professional/curriculum development shall be compensated at the rate of \$24.00 per meeting for the school year if the meeting is held outside of the regularly contracted school day (Note: This would not apply to those teachers who are receiving compensation under a current supplemental contract as a department/grade level chair as service on a "district committee" involved in "curriculum development activities" is viewed as a normal job responsibility of someone serving in this position).

For purposes of this article a "district committee" is one formed by the Superintendent or his designee.

For purposes of this article "curriculum development" shall not be construed to be meetings attended by a teacher related to the academic performance or behavior of an individual student.

A voucher listing the teachers to be compensated will be provided to the Treasurer by the Administrator directly overseeing a "District Committee Meeting".

In situations where the work of the "district committee" will involve more than one meeting the Administrator directly overseeing the meeting will maintain a voucher for each session that the committee meets. That Administrator will be responsible for submitting all vouchers to the Treasurer at the conclusion of the committees work. A teacher who fails to attend 75% of the meetings (after volunteering to participate) will not be compensated for attending any meetings of the committee.

Payment for meetings attended and properly documented during a fiscal year (July 1 – June 30) shall be made prior to October 15 of the school year immediately following that summer.

If the number of approved requests for compensation exceed the amount appropriated for the fiscal year and the funds appropriated for that year would be depleted the funds will be distributed to qualified employees in an equal, prorated manner

The board agrees to establish an account within the general fund to implement this article. The funding level of this account will be \$9000.00.

Attendance at building level and/or district level meetings for the purpose of professional/curriculum development will be optional unless the AWEA president and the superintendent agree otherwise.

A reconciliation of the Professional Development fund account shall be made available to the President of the AWEA upon request.

D. Performance Assistance Team

The Performance Assistance Team is designed to bring direct, focused help to teachers experiencing problems in the classroom. The purpose of this program is to assist teachers to make significant improvements in their performance. Use of the PAT is not mandatory prior to contract action. Teachers unable to remediate deficiencies will find continued employment in the Anthony Wayne Local School District in jeopardy.

Each PAT will include the evaluated teacher, the building principal/evaluator, an AWEA officer, an administrator designated by the Superintendent, and a teacher chosen by the evaluated teacher.

A teacher may be referred to the PAT by the evaluating building principal on the evaluation form or by the AWEA President to the Superintendent. Referral can also be made by mutual consent of the building principal and the teacher in question.

The building principal will take notes during any PAT meeting. These notes will be shared with all team members.

If the teacher in question declines to accept the assistance of the Team, he/she will sign a form provided by the Board declining such assistance. The evaluating principal will convene a PAT meeting to define the evaluated teacher's areas of strength and weaknesses in order to develop a written plan of action. Team members will serve as resource people and be responsible for brainstorming ideas. The teacher's individual action plan will include specific areas needing improvement, a time line for implementing performance, and may include, but not be limited to, specific suggestions for improvement and provisions for classroom observations by the principal/evaluator.

Satisfactory participation and improvement by the teacher in question will be determined during the formal written evaluation process by the evaluating principal who may determine that this satisfactory progress will replace the second formal classroom visitation required in Article 15 of the Master Agreement.

E. Local Professional Development Committee

The Board of Education of the Anthony Wayne Local Schools and the Anthony Wayne Education Association will cooperatively staff a Local Professional Development Committee. The LPDC will supervise and approve the process of license/certificate renewal for all Anthony Wayne teachers and administrators to the extent required by law.

The AW-LPDC will be composed of two K-6 teacher representatives, two 7-12 teacher representatives, and three administrative representatives. The LPDC will elect a Chairperson by a simple majority vote. The LPDC will schedule a meeting at least once per quarter to process paperwork. Storage space for LPDC files, materials, supplies, and secretarial support will be provided by the Board of Education.

ARTICLE 12

School Day/School Year

A. School Calendar

A committee comprised of, but not limited to, no less than five (5) bargaining unit members may meet annually with the Superintendent or his designee to jointly develop a recommendation to the Board regarding the school calendar. This recommendation may include the implementation of staff development programs to be held during the course of the school year. This committee shall meet by January 31st annually.

The school year shall consist of 184 days. The student year is 180 days which shall include two (2) days or the equivalent for the purpose of individual parent-teacher conferences. Staff will be required to report for one (1) day at the beginning of the school year, one (1) records day at the close of the first semester, one at the completion of the student school year and one (1) day of professional development, which may be scheduled during the school year:

During the week before the first day of each school year, unit members may work an additional day of no less than six (6) hours and receive payment at the current substitute rate by submitting a time slip to the building administrator.

Kindergarten teachers who have worked the practice kindergarten run will receive a \$30.00 voucher to purchase classroom supplies during the current school year.

B. School Day/School Year

The school day will be seven hours and twenty-five minutes.

Each teacher shall be granted thirty (30) continuous minutes for lunch each school day during which time he/she shall not be required to perform any school activity.

In arranging the schedule for staff assignments at the high school, consideration will be made to avoid scheduling seven (7) academic classes in a row per day.

ARTICLE 13
General Responsibilities

A. Professional Staff Responsibilities

Both parties to this agreement agree to encourage:

- (a) Mutual respect between disciplines and grade levels.
- (b) Communication among all educators, both administrative and teaching, including attendance at appropriate grade level or departmental meetings.
- (c) Participation by attending and contributing to curriculum and programs to benefit the student population.

To know, understand, and be interested in children.

To be knowledgeable in the teaching field.

To communicate with and HEAR the students.

To maintain by all fairness and patience, disciplinary control of the students in the classroom, in the building, on the playground, or in school activities.

To use all techniques and facilities available to reach each child at the level of his/her achievement.

To be a person of good will, morality, and character.

To complete all reports and routine business matters promptly, accurately, and completely.

To participate individually in the development and conduct of the school program through attendance at staff, grade level and departmental meetings.

To participate through representatives in the operation of the school district and the professional organizations.

Reflect a positive attitude about the school community in community contacts.

Maintain positive and constructive communications with parents about students in a timely manner.

Staff members as professionals shall agree to offer assistance with the responsibilities of other staff members as may be requested in an emergency.

Staff members should be involved with interest in all affairs of the child's school life and activities. With such evidence of interest in the individual beyond mere classroom activities and test results, the child's reaction and teacher-student relationship will be greatly improved. The educational profession involves supervision, a listening ear, as well as a directing vocal capacity, and an involvement in all affairs of the school.

With on-line access to Board of Education policies, operational procedures and requirements, as set forth, should be accomplished without the necessity of constant reminding and adjustments of procedures after the action has been taken or the situation at variance with the policy has occurred. The penalty of deducts or delays in action or processing should be anticipated.

Staff members agree to support, interpret, and apply the Board of Education and administrative policies to the pupils, the parents, and to the public as principle agents of the school district public relations. It is understood that differences of opinion or disagreements with policy statements should be discussed only within the education family. In the areas of teacher responsibility, there will be staff involvement in the preparation of recommendations for policy to the Board of Education.

B. Assigned Duties Outside the Classroom

It is recognized that supervision of students in the school building and on the playground is a responsibility of the certificated/licensed staff. In the assignment of such duties, the building principal will, as far as it is practicable, treat teachers equitably in the assignment of these responsibilities. It is understood that the effective supervision of students and the availability of teachers based on their classroom assignment will play a major part in the principal's decision in the assignment of duties outside the classroom.

Supervision of students at activities or assemblies during the school day is a responsibility of the certificated/licensed staff. The building principal will assign an appropriate number of teachers to supervise students at such activities or assemblies. In the assignment of such duties, the building principal will, as far as is practicable, treat teachers equitably.

It is recognized that effective teaching requires that teachers be responsible for classroom record keeping, preparation of instructional materials, and creating a classroom appearance that contributes to the learning process. It is understood, however, that teachers will not be required to perform clerical duties that have been assigned to the building secretary(s) or custodial duties that have been assigned to the building custodians.

C. Job Descriptions

Changes in job descriptions of teaching and supplemental duties shall be made available to the affected staff members prior to implementation. Upon request the Association shall receive a copy of the job description. Any input or concern over changed job descriptions shall not be a subject of the grievance procedure.

D. Parent-Teacher Conferences

Staff members are expected to be available for parent-teacher conferences after school by appointment. When it is necessary for the Superintendent or the building principal to arrange a parent-teacher conference, the teacher will be consulted in determining a time and date for the conference.

E. District-Wide Committees

Teachers recognize their responsibility to assist the Superintendent through participation on committees. When district-wide committees are established, the Superintendent will announce them in a staff bulletin

so that all teachers who are interested will have an opportunity to request consideration for appointment. The goal of every committee is to have a representative from each building.

Staff members will participate in matters of research and curricular guidelines in keeping with the requirement of the State of Ohio school standards and upon request of the Administration without additional remuneration.

F. Teacher Absence

A teacher who is absent will leave adequate lesson plans, seating charts, daily schedules, and an outline of routine procedures for the day.

G. Additional Duty Assignment

When a unit member does not have a class or conference period, he/she may be assigned to cover other classes. Teachers shall not be required to cover another person's class during his/her conference or lunch period; however, if asked by the building administrator, they may volunteer to assist with such duties.

H. Academic Freedom

The teacher shall have the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage an understanding of the educational subject matter so long as such right is exercised within the bounds of professional responsibility and Board educational philosophy and curricula and the adopted course of study.

I. Student Teachers

Teachers have a responsibility to assist student teachers in developing into competent professional educators. However, the Administration will not assign a teacher a student teacher without the teacher's consent.

In the event that the teacher feels the necessity to terminate the assignment of the student teacher, the teacher will contact the building principal who will arrange for a conference involving the building principal, the cooperating teacher, the student teacher, and the student teacher's immediate supervisor from the placing university.

Any remuneration from the university involved shall be paid by the university directly to the cooperating teacher. No student teacher shall be used as a substitute teacher except in an emergency.

No cooperating teacher shall be required to replace another teacher. In an emergency, however, they may volunteer to assist with such duties, if asked by the building administrator.

The above provisions shall also apply to students placed for field-based experience.

ARTICLE 14

Grade Level Representation and Grade Level Chairpersons

There shall be a Grade Level Representative from each grade level (K-4) from each of the three primary schools and one grade level chairperson from each grade level of the middle school.

Level Representatives and Chairpersons will meet with the Superintendent and/or his designee to assist in evaluating the instructional program and to participate in curriculum development and revision.

Level Representatives and Chairpersons will assist and advise their respective building principals on those matters as described in their job descriptions.

Guidance Counselors attending Grade Level meetings on their own do so as an ex-officio member without vote or compensation above their guidance contract.

ARTICLE 15

Teacher Evaluation Procedure

This Evaluation procedure applies to the following employees of the District (hereinafter referred to as "OTES Teachers");

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty percent of their time providing student instruction;
2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty percent of their time providing student instruction;
3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty percent of their time providing student instruction;

Bargaining unit members not covered by paragraphs 1, 2 or 3 above (hereinafter referred to as "non-OTES unit members") shall continue to be evaluated in accordance with the evaluation system in effect during the Agreement effective until June 30, 2013 except that the timelines for evaluation (completed by May 1st and delivered to the unit member by May 10th and deadline for action in the last year of a unit member's contract (June 1) shall be as provided by statute.

Definition of Evaluation

For non-OTES unit members, the assessment of the overall performance of the individual teacher in carrying out professional duties as defined in the job description adopted by the Board of Education.

Calculating Teacher Performance

Teacher performance is determined by using a rating rubric (Teacher Performance Evaluation Rubric) consisting of indicators based on the *Ohio Standards for the Teaching Profession*.

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plan, observations, walkthroughs, and conferences) to determine a teacher performance rating.

Purpose of Evaluation

To improve instruction.

To give desired recognition.

To provide for communication between Administration and teaching staff dealing with teaching performance.

To help teachers achieve greater total effectiveness.

To serve as a basis for contract recommendation.

This evaluation statement does not restrict the Board's authority to reduce staff, abolish positions, non-renew contracts, or terminate employees in accordance with Ohio law.

EVALUATION RATINGS – OTES Teachers

Each completed evaluation will result in the assignment of a final, summative evaluation rating of "Accomplished," "Proficient," "Developing," or "Ineffective". Each teacher will be evaluated using multiple evaluation factors with fifty (50) percent of the evaluation based on a measures of student growth and with fifty (50) percent of the evaluation based on a teacher performance rating. Teacher performance rating and student growth measures shall be combined to produce a summative teacher evaluation rating.

STUDENT GROWTH MEASURES – OTES Teachers

Student academic growth will be measured through measures that shall include value-added scores. Other student growth measures shall be selected from the Ohio Department of Education's assessment list for teachers of subjects where value-added scores are not available and/or from locally developed measures of student growth. Local growth measures shall be established based on state-designed criteria and guidance in accordance with state law and regulations.

Collection of Data

Data collected for the purpose of teacher evaluation will be based upon the general, classroom, and personal responsibilities outlined in the Teacher Job Description adopted by the Board of Education. (See Article 13)

Teacher performance will be assessed during formal observation and classroom walkthroughs.

Classroom visitations may be announced or unannounced. Conference discussion following the visitation may also enter into the data collection process.

If significant criticisms exist, a discussion of a classroom observation/walkthrough should occur within five (5) working days following that observation/walkthrough. The Administration will identify in writing the teacher's areas of difficulty and include suggestions to improve the teacher's performance.

Formal Evaluation Procedures

THE ODE approved OTES evaluation rubric shall be used in calculating the Teacher Performance fifty-percent (50%).

For non-OTES unit member's formal written evaluations will be on forms provided by the local Superintendent.

Each teacher evaluation conducted under this policy shall be conducted by a building administrator who holds a credential established by the Ohio Department of Education for being an evaluator and is employed by the Board or assigned to work in the district on a regular/full-time basis.

A conference will be held with each teacher during the process of preparing each written evaluation.

The teacher may attach a written statement to the evaluation form.

Evaluation forms are to be signed and dated by the teacher and the evaluator. The teacher's signature does not necessarily mean agreement.

Copies of the completed evaluation are to be given to the teacher and to the Superintendent. The Superintendent's copy will be placed in the teacher's evaluation file located at the Board office.

The evaluation file at the Board office may be reviewed by the teacher.

Evaluation Timeline - OTES Teachers

Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy at least annually. Teachers who have been rated as accomplished shall be evaluated once every two years. Each evaluation shall include: 1) At least two (2) formal observations of at least thirty (30) minutes each; and at least two (2) classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

Minimum Number of Written Evaluations – Non-OTES Unit Members

Each non-OTES unit member new to the school district shall have a minimum of two written evaluations during the first full year of service.

Non-OTES unit members, other than new employees, serving on a one-year contract, shall have a minimum of one written evaluation.

Non-OTES unit members serving on a limited contract of from two to five years shall have at least two written evaluations during the period covered by the contract. One of these evaluations shall be done before the final year of the contract and the other should be completed during the final year of the contract.

In a school year in which the Board may wish to declare its intention not to re-employ a non-OTES unit member, an evaluation will be conducted pursuant to Section 3319.111 of the Ohio Revised Code. It is the intent of the parties to this collective bargaining agreement that for non-OTES unit members the evaluation requirements and timelines set forth in this Article 15 relating to non-OTES unit members shall, to the fullest extent possible, supersede and take the place of the evaluation procedures and timelines in the Ohio Revised Code Section 3319.111.

Non-OTES unit members on continuing contract status shall be evaluated in writing at least once every three years.

Additional written evaluations may be completed by the principal or requested by a teacher. Teacher requests for additional evaluations will be submitted to the principal and a copy forwarded to the Superintendent for inclusion in the teacher's evaluation file located at the Board office.

Professional Growth and Improvement Plans-OTES Teachers

Teachers shall develop professional growth plans and/or improvement plans in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011.

Retention and Promotion Decisions

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions:

Evaluations shall be considered when making retention (i.e. reduction in force) and promotion (i.e. granting of a continuing contract) decisions.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations. For purposes of this Agreement during the school years 2013-14 and 2014-15 comparable groups shall mean all those teachers with a rating of accomplished, proficient and developing are placed in one group and all those teachers with a rating of ineffective are placed into a separate group.

Removal of Poorly-Performing Teachers

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

Poorly performing teachers employed under limited contracts may be "removed" at the end of their limited contracts by the procedures for non-renewal in state law.

Poorly performing teachers employed under limited contracts or continuing contracts may be terminated pursuant to the standards and procedures contained in Ohio Revised Code 3319.16 and 3319.161.

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the following has been demonstrated:

- A. failure of a core subject area teacher required to take a written examination to pass such examination;
- B. failure of core subject area teacher required to take a written examination to complete required professional development;
- C. failure of core subject area teacher to complete all required written examinations;
- D. receipt of an ineffective rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;
- E. receipt of two consecutive ineffective summative ratings on the evaluations.

Before a recommendation is made to the Board to remove a poorly performing bargaining unit member by non-renewal or termination, the administration shall consider the unit member's evaluations conducted under the procedures in this contract and law, including walkthroughs and observations.

Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows:

The Board will provide financial resources to support professional development in accordance with the Agreement.

Opportunity to Appeal

Non-OTES Teacher: A teacher may appeal an unsatisfactory evaluation to the Superintendent. The Superintendent may request a re-evaluation by a person he/she designates if in his/her judgment a re-evaluation is needed.

OTES Teacher: A teacher may appeal the teacher performance on standards section of an ineffective evaluation to either the building principal or the Superintendent within 5 calendar days after receiving a copy of the evaluation. The Superintendent may request a re-evaluation by a person he/she designates if in his/her judgment a re-evaluation is needed.

ARTICLE 16

Contracts

Bargaining unit members shall be issued written contracts for teaching and/or supplemental duties. Said contract shall state the area of certification/licensure and/or if elementary or secondary position for which the person is being contracted along with the amount to be paid, subject to alteration in accord with this contract.

Limited contracts shall be for five years or less in duration. Supplemental contracts are limited contracts, but not subject to continuing contract status, nor to the provisions of Section 3319.11 of the Ohio Revised Code.

If a teacher anticipates receipt of a multi-year limited contract upon expiration of a current limited contract and that teacher reasonably anticipates attaining eligibility for a continuing contract during any year of the anticipated multi-year limited contract, then the teacher may request receipt of a one-year limited contract instead of a multi-year limited contract.

The request for a one-year limited contract and the consideration of such request by the Board shall not abridge the discretion of the Board under 3319.11 or its decision to grant a probationary contract.

Continuing contracts are governed by Sections 3319.08 and 3319.11 of the Ohio Revised Code. The Board shall act in accordance with those sections of the law. Non renewal decisions of the Board there under shall be subject to provision G. Paragraph 7 of 3319.11 of the Ohio Revised Code. A newly employed teacher who attained tenure in another school district must work for up to three (3) years in the Anthony Wayne School District to be eligible for tenure.

In order to be eligible for a continuing contract in the next school year, a teacher must notify the Superintendent in writing on or before January 31 of his/her intention to seek qualifying certification/licensure and must have qualified for and applied for the certificate/license by the close of the current school year.

Until the certificate/license is filed with the Treasurer, the teacher, if renewed, will be issued a one-year limited contract which will be replaced by a continuing contract upon such filing, except where the Board has issued a further limited contract with reasons directed at the professional improvement of the teacher.

It is the intent and purpose of the parties to this agreement that the rights and obligations given management, the Association and bargaining unit members in Article 16 shall supplement the rights and obligations set forth in R.C. Sections 3319.08 and 3319.11.

Supplemental Non-renewals

As provided under Ohio Revised Section 3319.11(1), supplemental contracts shall automatically expire at the end of their term without the necessity of Board action.

ARTICLE 17

Class Size

It will be the goal of the Anthony Wayne Schools to establish and seek to maintain a pupil-teacher ratio of 25-1 as per ORC 3317.023 in keeping with the philosophy that instruction will be more effective in smaller classes.

It is further established that students needing special instruction may require a lower pupil-teacher ratio for the required individualized instruction.

A teacher, special education or regular classroom, who is concerned about instruction to an identified handicapped child may request a conference to discuss potential resolutions of serious problems encountered in the instruction process to determine if alternatives are available. A teacher may request an additional district administrator, county consultant, or other district personnel related to the area of concern to be a part of that conference. Every reasonable attempt will be made to maintain equity at a grade level; but, in the event that special circumstances exist, a teacher may seek a meeting with the building principal and/or Superintendent to discuss possible alternatives, including, but not limited to, the following:

- Leveling at the appropriate grade level within a building,
- Transferring students to the appropriate grade level at another building,
- Employment of a certificated/licensed aide, or
- Employment of an additional teacher.

In the development of the master schedule at the beginning of each school year, every reasonable effort will be made to lower student-teacher ratios in those classrooms with identified special education students.

When possible, arrangements shall be made to regularly schedule during the prescribed teacher duty day meetings with specialists, support personnel, and county office experts to assist those teachers who have been assigned special education students.

In the development of the master schedule at the beginning of each school year, every reasonable attempt will be made to maintain equitable student - teacher ratios; but, in the event that special circumstances exist, a teacher may seek a meeting with the building principal and/or Superintendent to discuss possible alternatives, including but not limited to the following:

- Leveling within a building or subject area;
- Transferring students to the appropriate level at another building or to another section of the course at the middle school or high school;
- Employment of a certificated/licensed aide;

- Employment of an additional teacher.

The Administration will make every reasonable effort to limit class size in rooms according to the physical limitations of the program, room, or area.

ARTICLE 18

Textbooks, Curriculum, Supplies and Equipment

In the areas of textbooks, curriculum, supplies, and equipment, staff members will be provided with an opportunity to give input and make suggestions and will work through department chairpersons.

ARTICLE 19

Teaching Position Vacancies and Transfers

A. Vacancies

A vacancy as determined by the Superintendent/Administration may result from creation of a new position, resignation, non-renewal, or termination.

During the school year vacancies within the bargaining unit shall be officially posted in the Board of Education Building, the Anthony Wayne Web site and through district e-mail. During summer months, vacancies will be posted on the Anthony Wayne Web site and electronic school mail. The date of posting and the date the posting expires will be included with each posting.

Vacancies will be posted electronically on the Anthony Wayne website and through Anthony Wayne e-mail. If a certified employee is interested in a position in the district, they must apply for the position within the time period indicated on the posting.

Posted positions shall not be filled prior to five (5) business days (Monday through Friday) inclusive of the date of posting.

Bargaining unit members anticipating changes in certification/licensure by the end of the summer shall notify the administration of these changes prior to the end of the school year.

Timelines for posting will be waived for vacancies from August 1 through ten (10) days after the first student day.

When a Board determined vacancy occurs within the district or in a supplemental position, bargaining unit members interested in such position shall be considered equally with all final candidates for the position after screened out candidates have been eliminated with due consideration given to the amount of experience of each final candidate in the teaching area of the vacancy. In the event that a teacher has applied for more than one vacant position, at the discretion of the Superintendent or his/her designee the teacher's applications may be consolidated into a single interview.

No vacancy in a bargaining unit position shall be filled by the procedures of this Article while there are eligible employees for such position in accord with the Recall provisions of Article 20.

If a teacher allows the area of certification/licensure under which they received a continuing contract to expire (forcing the Board of Education to transfer them to a new area), then the teacher will relinquish the continuing contract and be re-employed in the new area under the terms of a limited employment contract. At the end of three successful one year limited contracts, the teacher may reapply for a continuing contract.

B. Transfers

Transfers will be on a voluntary basis normally. However, when the Superintendent chooses to make such transfers on an involuntary basis, the wishes of the individual teacher will be considered to the extent that these considerations do not conflict with the instructional requirements, needs, or best interests of the district, buildings, or pupils. If the teacher so elects, involuntary transfers will be made only after a conference between the teacher, principal, and/or Superintendent. Such conference must be made by written request to the principal within 72 hours following receipt of notification of the transfer. A teacher who has been involuntarily transferred shall not face a second involuntary transfer for the remainder of the school year in which the involuntary transfer was made and the subsequent school year unless due to reasons for which a RIF is available under Article 20.

Every effort will be made to make sure transferees will be notified on or before July 10 of their new assignments.

Where a unit member assigned to teach in grades K - 6 is involuntarily transferred to a different building, he/she shall be paid at the substitute rate for an additional day of work, before the beginning of the school year, used as preparation for the new assignment.

ARTICLE 20

Reduction in Force - Restoration

Reductions in force as determined by the Board may be made as follows:

In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The performance of teachers as evidenced by their evaluations shall govern the order for suspending contracts within each teaching field. Seniority will not be the basis for those decisions except where teachers' performance is comparable. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing contract status in reverse order of layoff in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

For the 2013-14 and 2014-15 school years only, teachers will be considered to have "comparable" evaluations unless they are rated "ineffective" under the teacher evaluation system. A teacher's most recent completed evaluation will be used to determine comparability.

Seniority shall be defined as the total number of years of continuous employment in the Anthony Wayne Local Schools. Seniority shall start as of the date the Board acted to employ the teacher. In the case of more than one teacher with the same date, seniority shall be determined by dates on the application forms under which they were employed. If there is still more than one teacher with the same date,

seniority shall be determined by total number of years of experience in secondary and elementary education and then by the drawing of lots as determined by the Superintendent.

Seniority shall be lost when a teacher resigns, retires, is non-renewed (except when re-employed under a regular teaching contract at the beginning of the succeeding school year), terminated or is promoted outside the bargaining unit. Teachers whose contracts have been suspended shall have rights to recall as follows:

First recall shall be of tenured teachers in reverse order of layoff to positions for which the teacher is qualified by certification/license. If vacancies cannot be filled by tenured teachers, then non-tenured teachers shall be eligible in reverse order of layoff to positions for which the teacher is qualified by certificate/license.

If a vacancy occurs, the Board shall send an announcement by certified mail to the last known address of all teachers on the recall list who are certified/licensed according to these provisions. Any teacher who fails to respond by certified mail to the Superintendent's office within seven (7) business days, or declines a full-time position, shall forfeit all recall rights. It shall be the responsibility of the teacher to keep the Board informed of their current address and areas of certification/licensure.

Restoration rights shall be effective for each teacher reduced for a period of time equal to their accumulated seniority, computed as above, not to exceed two (2) years.

A teacher on the recall list shall, upon acceptance of the notification, have the right to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff.

Teachers using maternity leave, or any other Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Time spent on military service which interrupts a teacher's contract shall be counted as part of the teacher's seniority as provided for in the appropriate Federal and State laws.

A list shall be prepared and kept updated, once per school year, ranking all tenured teachers in the district by seniority, giving areas of certification/licensure and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification/licensure, and present teaching and building assignment. The Association shall receive a copy of the list.

The provisions of Article 20, paragraphs 1 through 5, apply to full-time and part-time certificated/licensed teachers. Part-time teachers employed under a regular teaching contract shall receive a year of seniority credit for each full school year (at least 120 days of employment) that they complete in keeping with the above provision.

It is the intent and purpose of the parties to this agreement that the rights and obligations given management, the Association and bargaining unit members in Article 20 shall supplement R.C. 3319.17.

ARTICLE 21

Insurance

A. Medical Insurance

The Board shall purchase, from a carrier licensed by the state of Ohio, medical insurance and make it available to each eligible member of the bargaining unit.

Insurance benefits for part-time bargaining unit members shall be prorated on the same basis as their regular salary.

The choice of insurance carrier will be the Board's with the right to change at any time provided equivalent or better coverage (as shown in the ATTACHMENT "C" - Schedule of Benefits) is maintained.

The Board and the eligible employee shall share the cost of medical insurance. Effective July 1, 2013, through the length of this contract, the Board shall pay 90% of the single or family premium and the employee shall pay 10% of the single or family premium. All employees will be covered under Plan A or Plan B for the length of this contract; employees can switch plans during the enrollment period for the plan.

The employee's share of the premium shall be deducted twice monthly (24 times per year) from the employee's pay.

The Board shall treat the portion of the premium paid by the employee as a "Section 125" deduction (Section 125 of the Internal Revenue Code).

Employees are responsible for reporting, as promptly as possible, any changes in marital status, dependents, new employment, or transfers to the Treasurer's office.

National or State Insurance – If national or state health care becomes law during the term of this contract, the Board of Education and the Association shall meet to review the implications of such law on health insurance coverage provided by the district.

B. Annual Election Period

Annual election period for presently employed personnel, new personnel, and transfers into the group will be held from May 1, until May 15, of each year.

Any employee portion of premium will be deducted from the employee's pay. Changes in marital status, birth, death, new employment, or transfers will be handled as they occur. The Payroll Office should be contacted.

C. Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefits be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability,

cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the Employer with an agreed insurance company that acts as enroller and record keeper of the plan. The insurance company shall provide the school district with a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the enrollment and administrative services provided.

Election period for Section 125 program will be the month of September.

D. Dental Plans

The Board shall pay up to 90% of a dental plan with the following level of benefits:

100% Preventive services: oral examinations, cleaning of teeth, fluoride applications (for children), space maintainers, and emergency office visits.

85% General Services: fillings, general anesthetics, injectable antibiotics, extractions, oral surgery, endodontics, and periodontics, repair of prosthetic appliances, x-rays.

50% Major Services: bridges and dentures, crowns and gold restorations, replacement of damaged appliances.

60% Orthodontics: after deductible for employee/dependent children (up to age 19 or 23 for students) The maximum lifetime benefit shall be \$2,000 per person.

Deductibles: Employee pays \$25.00 per calendar year. Family pays \$50.00 per calendar year.

Maximum Benefit: \$1,500 for each insured family member each calendar year.

E. Term Life Insurance

Term life insurance in the amount of \$50,000.00 for each full-time employee and \$25,000 for each half-time employee will be provided by the Board of Education. Half-time employees may purchase an additional \$25,000.00 of such insurance on a payroll deduction basis.

F. Vision Insurance

The Board will provide to bargaining unit members who make proper application, vision insurance under Plan B from Vision Services Plan at a cost of five (5) dollars per month. The vision plan provides the following benefits after a twenty-dollar (\$20.00) co-pay:

<u>Benefits</u>	<u>VSP Member Doctor</u>	<u>VSP Non-Member Doctor</u>
Examination	Covered In Full	\$35
Single Vision Lenses	Covered In Full	\$25
Bifocal Lenses	Covered In Full	\$25
Trifocal Lenses	Covered In Full	\$55
Lenticular Lenses	Covered In Full	\$80
Frame	VSP Covers In Full The Majority of Frames On The Market. This Equates To Approximately 58% Of The Available Frame Market.	
Contact Lenses Necessary	Covered In Full	\$210
Contact Lenses Cosmetic	\$105	\$105

G. Health Insurance Committee

Effective with the ratification of contracts between the Board and AWEA and OAPSE, there shall be a labor-management health benefits committee. The committee will have the responsibility of reviewing all health benefits related issues including but not limited to benefits design, costs, and communications to district personnel. The committee will make recommendations to the superintendent, all school employees and school employee organizations regarding health benefits and costs. The committee will consist of certified, classified, and administrative personnel. The committee shall receive labor-management health benefits committee training triennially by the School Employees Health Care Board ("Board"), a Board approved training organization or an organization agreed to by a majority of the committee.

ARTICLE 22

No Strike - No Lockout

The Association agrees there shall be no strike, refusal to perform assignments, slow down, or any type of interference with the operation of the schools during the life of this Agreement. Any employee violating this provision shall be subject to disciplinary action up to and including discharge.

The Board agrees there shall be no lockout of employees during the life of this Agreement.

ARTICLE 23

Illegality of Any Provision

If any provision hereof is illegal or invalid or shall become so hereafter by any change in the statute, laws, Federal or State, or the decision of the Supreme Court of the United States or of the State of Ohio, such provision shall not invalidate this contract or any provision hereof but shall be considered as deleted and the remainder of the contract shall subsist and continue with the same force and effect as if such provision had not been a part of this Agreement. The parties will endeavor to negotiate substitute provisions without delay.

ARTICLE 24

Wages

A. Salary (see attachment "A" - Teacher Salary Schedules)

B. Supplemental Salaries (see attachment "B" Supplementary Salary Schedules)

Teachers granted supplemental contracts by the Board of Education will be compensated for the performance of those contracts at the rates identified in attachment "B".

C. Tutors

Tutors shall be paid per the salary schedule.

D. Home Instructors

Home instructors shall receive hourly compensation calculated by the per diem equivalent of the B.A. column, Step 0 of the Salary Schedule based upon a 184-day year and 7 hour 25 minute duty day.

E. Training Credit

Bargaining unit members who qualify for a higher salary due to additional completed college/university course work may apply to the Treasurer for appropriate movement on the salary schedule.

An official college/university transcript, which qualifies a bargaining unit member for such increase in salary, shall be required to be submitted to the Treasurer's office by October 1 or March 1 of each school year. The bargaining unit member will then be retroactively placed on the appropriate pay scale beginning with the semester in which the transcript was received.

ARTICLE 25

Payroll Practices/Miscellaneous Compensation

A. Pay Periods/Pay Distribution

Employees will be paid in twenty-six paychecks. Pay will be every other Friday, except that in years in which the fifty-third (53rd) Friday impacts on pay periods, there will be a space of three weeks between the last paycheck in June and the first paycheck in July.

Should it become necessary to adjust any teacher's paycheck due to an additional supplemental contract(s) or resignation of a supplemental contract, such adjustment shall be divided over the paychecks remaining in the current contract year.

A written explanation shall accompany the first paycheck containing any alteration created by the employer.

Payment for all paid leaves, sick leave, personal leave, severance, and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract.)

B. Supplemental Payments

Payment for services provided under supplemental contracts that have a duration of an entire school year (i.e. Newspaper H/S, Jr. Hi Yearbook, Department/Grade Level Chairs) will be spread out over the regular pay periods for the school year.

Payment for services provided under supplemental contracts that have a limited duration and/or seasonal time frame (i.e. Coaches, Director-Musical, Cheerleader Advisor) will be paid in the regular payroll check at the conclusion of the activity period per approval of the building principal. These payments shall be made at one (1) of four (4) times a year in the regular payroll closest to the following dates:

<u>FALL</u>	<u>WINTER</u>	<u>SPRING</u>	<u>SUMMER</u>
NOVEMBER 30	MARCH 15	JUNE 21	AUGUST 15

C. Direct Deposit

All individuals hired into the bargaining unit will participate in the paycheck direct deposit program. The employee will complete the form provided by the Treasurer by listing the bank and the account number into which the direct deposit is to be made and attach a voided check or deposit ticket. In the event a bargaining unit member does not timely submit a form designating the bank into which the direct deposit is to be made, the Treasurer will deposit such paychecks into a new account in the employee's name at a local bank. In the event a bank deposit arrangement is made with another banking institution, a mutual agreement with the A.W.E.A. regarding depository will take effect.

D. STRS Pick-Up Utilizing the Salary Reduction Method

The Board of Education of the Anthony Wayne Local School District herewith agrees with the Anthony Wayne Education Association to pick-up at no cost to the Board and utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of unit members under the following terms and conditions:

The amount to be "picked-up" on behalf of each employee shall be the prevailing percentage rate per the Ohio Revised Code, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

The pick-up shall be uniformly applied to all members of the bargaining unit.

The pick-up shall become effective September 1, 1985, and shall apply to all compensation including supplemental earnings thereafter.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

Tax-deferred Service Credit Purchase Available – A tax-deferred installment plan will go into effect through which members can purchase STRS service credit with pretax dollars. This plan will allow members to defer their tax liability until retirement benefits are paid.

E. Board Approved Credit Unions / Payroll Deduction Agreement

Each employee deemed eligible for membership by a credit union and approved by the board shall be able to file a payroll deduction authorization card, which entitles him/her to payroll deduction rights with the Anthony Wayne Board of Education.

Changes in payroll deduction will be made effective the first pay of each month. In order to have a change in payroll deduction made, the employee must file a payroll deduction authorization card the Treasurer no later than the 15th of the month immediately preceding the date of change desired. The Anthony Wayne Treasurer shall make payment to the Credit Union via direct deposit with the same effective date as the payroll direct deposits.

F. Tuition Waiver

The Anthony Wayne Local Schools shall permit the student enrollment of the dependent(s) of any full-time certified/licensed staff member, regardless of the school district in which they reside, provided said students do not require services under Section 504 of the Rehabilitation Act or the IDEA, or post secondary options and have not been suspended more than five (5) days nor expelled from school within the past two years. In the event a building or grade level is at capacity, non-residents of the district will not be admitted on a tuition or non-tuition basis. First priority will be given to residents in filling courses. The enrollment of such dependent(s) shall be without any tuition charge, provided the certified/licensed staff member submits written notification to the Superintendent by August 1 of the name, age, and grade level of the dependent(s) to be enrolled. Assignment of students to a building and class shall be at the Superintendent's discretion. Recognition of a student admitted under this provision of the contract as a valedictorian or salutatorian shall be governed by and in accordance with Board policy.

G. Severance Pay Upon Retirement

Employees of the Anthony Wayne School District, upon retirement, shall be eligible for severance pay based upon unused sick leave credited to their account.

The following language will be effective beginning with the 2004/2005 school year.

- (a) Bargaining unit members who retire under the provisions of the State Teachers Retirement System and have ten (10) consecutive years of service with the Board are eligible for severance (retirement) pay. (For purposes of this article a "board approved" leave of absence is not considered a break in service with the board.) The death of an eligible employee (ten (10) consecutive years of service) while under a contract of employment with the Board shall be considered as "retirement" for severance pay purposes under this article.
- (b) The severance pay to be granted shall be a sum equal to the employee's daily rate at the time of retirement based upon a specific percentage of the unused sick leave accumulated by the employee, which may not exceed 275 days.
- (c) The percentage of accumulated sick leave days that may be converted to severance pay shall be as follows:

2004/2005 – 28% may be converted up to a maximum of 73 days. (Note: For this school year only, severance pay will be calculated based on the number of "severance days" that have been accumulated by the employee up to a total of 260.)

2013-2014 - 31% may be converted up to a maximum of 82 days.

2014-2015 - 31% may be converted up to a maximum of 82 days.

- (d) The severance payment will be made by the Treasurer in a lump sum payment on or before the date that the final regular pay would be due the retiring employee unless the employee is 55 years of age or older. In this situation refer to paragraph "6" of this section for payment procedures.

In the case of death severance will be paid to the estate of the deceased employee.

- (e) Payment under this section shall only be made once to any employee (i.e. a "rehired-retired employee" would not be eligible for an additional payment upon his/her subsequent separation) and such payment shall be considered to eliminate all sick leave accrued by the employee at the time of the payment.
- (f) The AWEA in partnership with the Board of Education shall create a "retirement class" of retiring teachers who are 55 years of age or older at their date of retirement. Inclusion in this class is mandatory for all teachers age 55 or older at retirement.

At retirement, any severance pay due the retiring teacher shall be paid into a special investment account set up for that teacher with an investment broker selected by the AWEA and the Board of Education. The teacher will choose how the money will be invested in this account. The teacher may close out his/her account after 24 hours if they choose. All IRS rules, regulations, and taxes regarding the withdrawal of funds from this account shall apply and be the responsibility of the retired teacher.

This retirement class may be terminated at the request of either the AWEA or the Board of Education and may be amended with the agreement of the AWEA and the Board of Education.

H. Teacher Licensure/Certification Requirements

The Board of Education agrees to reimburse teachers up to \$100 of the fees for license/ certificate renewal or upgrade as required by the State of Ohio or any other governmental entity. In addition, the Board of Education shall pay up to \$46 of the costs incurred by bargaining unit members related to state and federal background checks required by the Ohio Revised Code/Ohio Administrative Code.

ARTICLE 26 *Rehiring Retirees*

Individuals who seek employment with the Anthony Wayne Local Schools after a break in service due to retirement as provided for under STRS guidelines may be employed by the Anthony Wayne Local Schools under the terms and conditions outlined in this section of the contract and any applicable sections of Ohio Revised code.

Retirement in accordance with the requirements of STRS shall constitute a break from employment with the Anthony Wayne Local Schools.

A "rehired-retiree" for purposes of this section of contract is a properly certified or licensed person in Ohio who has taken service retirement under a state retirement system and who is reemployed by the Anthony Wayne Board of Education.

The "rehired-retiree" upon reemployment by the board shall have zero seniority and no prior sick leave accumulation by virtue of retirement except for any accumulation acquired since returning to employment after service retirement. A "rehired-retiree" shall not accrue seniority for service as a "rehired-retiree" but shall earn and accrue sick leave in accordance with this contract.

"Rehired-retirees" shall be given a minimum of five (5) years total service credit and may, at the board's discretion, be given additional service credit. The "rehired-retiree" shall be given training credit for salary column placement up to and including a Master's Degree level.

A "rehired-retiree" shall only be employed by the Board on a one-year limited contract, which will automatically expire at the end of the particular school year without further action by or notice from the board. The "rehired-retiree", if rehired for a second or subsequent time by the board, shall receive one year's service credit on the salary schedule for each year (minimum 120 days) under the "rehired-retiree" contract with the Board.

ARTICLE 27
Personnel Files

A professional staff member will be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical of the conduct, performance, character or personality of the professional staff member and will be provided the opportunity to read any such material prior to its being placed in such personnel file. The professional staff member will acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The professional staff member will also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file, and attached to the original material. Such reply must be presented to the building principal, who will affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature will not indicate agreement by the principal with the content of the reply.

Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file. Files shall be limited to work related items, employment related financial information and/or personnel data.

ARTICLE 28

Duration

The Anthony Wayne Education Association and the Anthony Wayne Local School District Board of Education agree that the term of the contract shall be from 12:01 a.m. July 1, 2013 through midnight on June 30, 2015.

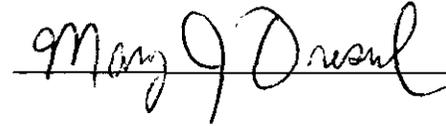
For the Board

For the Association











ATTACHMENT "A"

SALARY SCHEDULES



MASTER CONTRACT

JULY 1, 2013 – JUNE 30, 2015

**Anthony Wayne Local Schools
Lucas County
Salary Schedule
July 1, 2013 - June 30, 2014**

1% Step	BA	BA+15	5 Year	MA	MA+15
0	\$36,529 1.00000	\$37,808 1.03500	\$39,130 1.07120	\$40,500 1.10870	\$41,917 1.14750
1	\$37,808 1.035	\$39,130 1.0712	\$40,500 1.1087	\$41,917 1.1475	\$43,385 1.1877
2	\$39,130 1.0712	\$40,500 1.1087	\$41,917 1.1475	\$43,385 1.1877	\$44,901 1.2292
3	\$40,500 1.1087	\$41,917 1.1475	\$43,385 1.1877	\$44,901 1.2292	\$46,476 1.2723
4	\$41,917 1.1475	\$43,385 1.1877	\$44,901 1.2292	\$46,476 1.2723	\$48,101 1.3168
5	\$43,385 1.1877	\$44,901 1.2292	\$46,476 1.2723	\$48,101 1.3168	\$49,785 1.3629
6	\$44,901 1.2292	\$46,476 1.2723	\$48,101 1.3168	\$49,785 1.3629	\$51,528 1.4106
7	\$46,476 1.2723	\$48,101 1.3168	\$49,785 1.3629	\$51,568 1.4117	\$53,442 1.463
8	\$48,101 1.3168	\$49,785 1.3629	\$51,528 1.4106	\$53,720 1.4706	\$55,670 1.524
9	\$49,785 1.3629	\$51,528 1.4106	\$53,329 1.4599	\$55,955 1.5318	\$58,286 1.5956
10	\$51,528 1.4106	\$53,329 1.4599	\$55,199 1.5111	\$58,286 1.5956	\$60,715 1.6621
11	\$53,329 1.4599	\$55,199 1.5111	\$57,131 1.564	\$60,715 1.6621	\$62,925 1.7226
12	\$55,199 1.5111	\$57,131 1.564	\$59,129 1.6187	\$62,918 1.7224	\$65,559 1.7947
13	\$57,131 1.564	\$59,129 1.6187	\$61,197 1.6753	\$65,559 1.7947	\$68,127 1.865
15	\$59,129 1.6187	\$61,197 1.6753	\$63,341 1.734	\$68,127 1.865	\$70,684 1.935
17	\$61,197 1.6753	\$63,341 1.734	\$65,559 1.7947	\$70,684 1.935	\$72,601 1.9875
19	\$63,341 1.734	\$65,559 1.7947	\$67,853 1.8575	\$72,601 1.9875	\$74,421 2.0373
21	\$65,559 1.7947	\$67,853 1.8575	\$70,227 1.9225	\$74,030 2.0266	\$76,722 2.1003
23	\$67,853 1.8575	\$70,227 1.9225	\$72,685 1.9898	\$76,704 2.0998	\$79,093 2.1652
25	\$70,227 1.9225	\$72,682 1.9897	\$75,231 2.0595	\$78,680 2.1539	\$81,540 2.2322
27	\$71,078 1.9458	\$73,595 2.0147	\$76,265 2.0878	\$79,896 2.1872	\$82,877 2.2688
29	\$71,929 1.9691	\$74,508 2.0397	\$77,299 2.1161	\$81,113 2.2205	\$84,214 2.3054

5 Year - Indicates a Bachelor's degree with a total of 150 hours of credit.
 A Master's Degree +15 (MA+15) must be 15 semester hours of graduate credit posted after completion of the Master's degree applicable in the field of education. 120 days of teaching experience in a given school year is required for advancement on the salary schedule of full or part-time classroom teachers paid on this ratio schedule.

**Anthony Wayne Local Schools
Lucas County
Salary Schedule
July 1, 2014 - June 30, 2015**

1% Step	BA	BA+15	5 Year	MA	MA+15
0	\$36,894 1.00000	\$38,185 1.03500	\$39,521 1.07120	\$40,904 1.10870	\$42,336 1.14750
1	\$38,185 1.035	\$39,521 1.0712	\$40,904 1.1087	\$42,336 1.1475	\$43,819 1.1877
2	\$39,521 1.0712	\$40,904 1.1087	\$42,336 1.1475	\$43,819 1.1877	\$45,350 1.2292
3	\$40,904 1.1087	\$42,336 1.1475	\$43,819 1.1877	\$45,350 1.2292	\$46,940 1.2723
4	\$42,336 1.1475	\$43,819 1.1877	\$45,350 1.2292	\$46,940 1.2723	\$48,582 1.3168
5	\$43,819 1.1877	\$45,350 1.2292	\$46,940 1.2723	\$48,582 1.3168	\$50,283 1.3629
6	\$45,350 1.2292	\$46,940 1.2723	\$48,582 1.3168	\$50,283 1.3629	\$52,043 1.4106
7	\$46,940 1.2723	\$48,582 1.3168	\$50,283 1.3629	\$52,083 1.4117	\$53,976 1.463
8	\$48,582 1.3168	\$50,283 1.3629	\$52,043 1.4106	\$54,256 1.4706	\$56,226 1.524
9	\$50,283 1.3629	\$52,043 1.4106	\$53,862 1.4599	\$56,514 1.5318	\$58,868 1.5956
10	\$52,043 1.4106	\$53,862 1.4599	\$55,751 1.5111	\$58,868 1.5956	\$61,322 1.6621
11	\$53,862 1.4599	\$55,751 1.5111	\$57,702 1.564	\$61,322 1.6621	\$63,554 1.7226
12	\$55,751 1.5111	\$57,702 1.564	\$59,720 1.6187	\$63,546 1.7224	\$66,214 1.7947
13	\$57,702 1.564	\$59,720 1.6187	\$61,809 1.6753	\$66,214 1.7947	\$68,807 1.865
15	\$59,720 1.6187	\$61,809 1.6753	\$63,974 1.734	\$68,807 1.865	\$71,390 1.935
17	\$61,809 1.6753	\$63,974 1.734	\$66,214 1.7947	\$71,390 1.935	\$73,327 1.9875
19	\$63,974 1.734	\$66,214 1.7947	\$68,531 1.8575	\$73,327 1.9875	\$75,164 2.0373
21	\$66,214 1.7947	\$68,531 1.8575	\$70,929 1.9225	\$74,769 2.0266	\$77,488 2.1003
23	\$68,531 1.8575	\$70,929 1.9225	\$73,412 1.9898	\$77,470 2.0998	\$79,883 2.1652
25	\$70,929 1.9225	\$73,408 1.9897	\$75,983 2.0595	\$79,466 2.1539	\$82,355 2.2322
27	\$71,788 1.9458	\$74,330 2.0147	\$77,027 2.0878	\$80,695 2.1872	\$83,705 2.2688
29	\$72,648 1.9691	\$75,253 2.0397	\$78,071 2.1161	\$81,923 2.2205	\$85,055 2.3054

5 Year - Indicates a Bachelor's degree with a total of 150 hours of credit.

A Master's Degree +15 (MA+15) must be 15 semester hours of graduate credit posted after completion of the Master's degree applicable in the field of education. 120 days of teaching experience in a given school year is required for advancement on the salary schedule of full or part-time classroom teachers paid on this ratio schedule.

ATTACHMENT "B"
SUPPLEMENTAL SCHEDULE



MASTER CONTRACT
JULY 1, 2013 – JUNE 30, 2015

**ANTHONY WAYNE LOCAL SCHOOLS
SUPPLEMENTAL SALARIES
2013-2015**

BASE SALARY		\$36,529.00	\$36,894.00
	% OF BASE	2013/2014	2014/2015
Football			
Head (1)	21.00%	\$7,671	\$7,748
Assistant (5)	14.00%	\$5,114	\$5,165
9th (2)	12.20%	\$4,457	\$4,501
Equip Mgr./Asst. Coach (1)	14.60%	\$5,333	\$5,387
8th (2)	9.00%	\$3,288	\$3,320
7th (2)	9.00%	\$3,288	\$3,320
Basketball			
Head (2)	21.00%	\$7,671	\$7,748
Assistant (2)	14.00%	\$5,114	\$5,165
Reserve (2)	14.00%	\$5,114	\$5,165
9th (2)	12.00%	\$4,383	\$4,427
8th (2)	9.20%	\$3,361	\$3,394
7th (2)	9.20%	\$3,361	\$3,394
Wrestling			
Head (1)	17.00%	\$6,210	\$6,272
Assistant(2)	10.00%	\$3,653	\$3,689
9th* (1)	10.00%	\$3,653	\$3,689
7th*/8th* (2)	10.00%	\$3,653	\$3,689
*One of the coaches above will be the Mat Maid Advisor			
Golf			
Head (2)	11.60%	\$4,237	\$4,280
Assistant (2)	6.00%	\$2,192	\$2,214
Hockey			
Varsity (1)	11.60%	\$4,237	\$4,280
Varsity Assistant (1)	9.50%	\$3,470	\$3,505
Reserve (1)	7.00%	\$2,557	\$2,583
Swimming			
Varsity (1)	11.60%	\$4,237	\$4,280
Track			
Head (2)	14.60%	\$5,333	\$5,387
Assistant* (2)	10.40%	\$3,799	\$3,837
7th*-8th* Grade (3)	8.20%	\$2,995	\$3,025
*If one head coach, three assistants - Head Coach @ 17.5% and 3 assistants @ 10.4%			
Tennis			
Head (2)	10.60%	\$3,872	\$3,911
Baseball/Softball			
Head (2)	17.00%	\$6,210	\$6,272
Assistant (2)	10.00%	\$3,653	\$3,689
Reserve (2)	10.00%	\$3,653	\$3,689
Freshman Boys (1)	6.00%	\$2,192	\$2,214
Freshman Girls (1)	6.00%	\$2,192	\$2,214

(Staffing Level maximums are in parenthesis.)

	% OF BASE	2013/2014	2014/2015
Cross Country			
Head (2)	10.60%	\$3,872	\$3,911
7th & 8th Grade (2)	8.20%	\$2,995	\$3,025
Soccer			
Head (2)	17.00%	\$6,210	\$6,272
Reserve (2)	10.00%	\$3,653	\$3,689
Assistant (2)	10.00%	\$3,653	\$3,689
Freshman (2)	10.00%	\$3,653	\$3,689
Bowling			
Head (1)	3.70%	\$1,352	\$1,365
Assistant (1)	3.00%	\$1,096	\$1,107
Volleyball			
Head (1)	17.00%	\$6,210	\$6,272
Assistant (1)	10.00%	\$3,653	\$3,689
Reserve (1)	10.00%	\$3,653	\$3,689
9th Grade (1)	10.00%	\$3,653	\$3,689
8th Grade (1)	8.20%	\$2,995	\$3,025
7th Grade (1)	8.20%	\$2,995	\$3,025
Intramurals			
Middle School			
Coord/qtr (1)	1.30%	\$475	\$480
Coord/qtr (1)	1.30%	\$475	\$480
Coord/qtr (1)	1.30%	\$475	\$480
Instructors	\$12.00/hr.	(Capped at \$3000.00 for time slips.)	
Cheerleader			
Varsity	12.00%	\$4,383	\$4,427
Reserve (1)	10.00%	\$3,653	\$3,689
9th (1)	10.00%	\$3,653	\$3,689
8th (1)	7.50%	\$2,740	\$2,767
7th (1)	7.50%	\$2,740	\$2,767
Athletic director is listed only in the event that such person is in the bargaining unit - 5 days extended service beyond 184 day calendar.			
Extended service daily rate computed by dividing AD base salary by 184 days.			
Ath Director (1)	16.90%	\$6,173	\$6,216
HS Athletic Dir. Asst. (1)	14.00%	\$5,114	\$5,165
JH Athletic Dir. (1)	14.00%	\$5,114	\$5,165
High School Musical			
Director-Musical (1)	10.00%	\$3,653	\$3,689
Dir-Musical-Vocal (1)	4.00%	\$1,461	\$1,476
Dir-Instrumental (1)	3.00%	\$1,096	\$1,107
Director-Set (1)	5.00%	\$1,826	\$1,845
Director-Fall Play (1)	10.00%	\$3,653	\$3,689
Director-Set (1)	5.00%	\$1,826	\$1,845

	% OF BASE	2013/2014	2014/2015
Sound & Lighting			
Sound/Lighting Tech (1)	7.50%	\$2,740	\$2,767
Sound/Ltg Tech-Asst (1)	7.50%	\$2,740	\$2,767
Music			
Band-Marching H/S (1)	17.00%	\$6,210	\$6,272
Band-Mchng Asst. H/S(1)	10.00%	\$3,653	\$3,689
Band-Mchng Asst. H/S(1)	5.00%	\$1,826	\$1,845
Band-Pep H/S (1)	3.00%	\$1,096	\$1,107
Band-Stage H/S (1)	4.00%	\$1,461	\$1,476
Inst. Solo/Ens H/S (1)	4.00%	\$1,461	\$1,476
Vocal Solo/Ens H/S (1)	4.00%	\$1,461	\$1,476
Vocal Show Choir H/S(1)	4.00%	\$1,461	\$1,476
Majorette Advisor (1)	5.00%	\$1,826	\$1,845
Instrumental Jr. Hi (1)	4.00%	\$1,461	\$1,476
Band-Jr Hi Jazz (1)	2.00%	\$731	\$738
FT Beginning Band	2.00%	\$731	\$738
Journalism			
Newspaper H/S (1)	5.00%	\$1,826	\$1,845
Annual H/S w/Period(1)	8.00%	\$2,922	\$2,952
Jr. Hi Year Book (1)	5.00%	\$1,826	\$1,845
M/S Publication (1)	4.00%	\$1,461	\$1,476
Clubs - 6			
Drama Club	2.00%	\$731	\$738
Clubs-HS - (6)	2.00%	\$731	\$738
Activities HS			
Quiz Bowl (1)	4.00%	\$1,461	\$1,476
Class Adv./Student Coun.-9th(1)	3.25%	\$1,187	\$1,199
Class Adv./Student Coun.-10th (3.25%	\$1,187	\$1,199
Class Adv/Student Coun.-11th(1)	3.25%	\$1,187	\$1,199
Class Adv/Student Coun.-12th(1)	3.25%	\$1,187	\$1,199
Activities Jr. Hi			
Student Council (1)	3.00%	\$1,096	\$1,107
Quiz Bowl-Jr. Hi (1)	2.50%	\$913	\$922
Student Council H/S (1)	1.50%	\$548	\$553
Student Council-Primary (3)	1.00%	\$365	\$369
Department/Grade Level Chairs H/S			
Math (1)	7.50%	\$2,740	\$2,767
Science (1)	7.50%	\$2,740	\$2,767
Language Arts (1)	7.50%	\$2,740	\$2,767
Social Studies (1)	7.50%	\$2,740	\$2,767
Foreign Languages (1)	7.50%	\$2,740	\$2,767
Industrial Arts (1)	7.50%	\$2,740	\$2,767
Business (1)	7.50%	\$2,740	\$2,767
Voc Home Ed/Voc Ag (1)	7.50%	\$2,740	\$2,767
Art (1)	7.50%	\$2,740	\$2,767
Sped (1)	7.50%	\$2,740	\$2,767
PE/Health (1)	7.50%	\$2,740	\$2,767

	% OF BASE	2013/2014	2014/2015
Jr. Hi Department Chairs			
Language/Reading (1)	4.00%	\$1,461	\$1,476
Social Studies (1)	4.00%	\$1,461	\$1,476
Math (1)	4.00%	\$1,461	\$1,476
Science (1)	4.00%	\$1,461	\$1,476
Specials (1)	4.00%	\$1,461	\$1,476
SPED (1)	4.00%	\$1,461	\$1,476
Middle School			
Language/Reading (1)	4.00%	\$1,461	\$1,476
Social Studies (1)	4.00%	\$1,461	\$1,476
Math (1)	4.00%	\$1,461	\$1,476
Science (1)	4.00%	\$1,461	\$1,476
Sped/Specials (1)	4.00%	\$1,461	\$1,476
Grade 5 Level Chair (1)	5.00%	\$1,826	\$1,845
Grade 6 Level Chair (1)	5.00%	\$1,826	\$1,845
Gr 6 Outdoor Ed (as needed)	Dollar amount	\$250	\$250
Gr 6 Outdoor Ed-Cord (1)	Dollar amount	\$450	\$450
Primary			
Head Teacher (1 per build.)	2.00%	\$731	\$738
Grade Level Chairs (5 per build.)	4.00%	\$1,461	\$1,476
Special Area/Sped (1 per build.)	4.00%	\$1,461	\$1,476
Title One Chair	4.00%	\$1,461	\$1,476
District			
Note: ***Art Teachers - Half day release time on day of District Art Show			
Mentor Teachers			
Year One	dollar amount	750	750
Year Two	dollar amount	550	550
Year Three	dollar amount	375	375
Year Four	dollar amount	375	375
Tech Facilitators (10)	4.50%	\$1,644	\$1,660
LPDC Dept. Chair/ Committee (4)	5.00%	\$1,826	\$1,845
For DFL/ED/OT/HR staff employed prior to January 1, 1993:			
Education Interns (12)	6.00%	\$2,192	\$2,214
Guidance (10)	3.00%	\$1,096	\$1,107
Guidance staff hired for the 2013-14 school year and beyond will not receive 3% payment. PLUS 2 weeks before school/2 weeks after school for current staff/ New Staff at FT & K-4 (one week before/one week after)			
Librarians (2-3)			
Plus 1 week before school/1 week after school			
Dean (3)	2.00%	\$731	\$738
PLUS 1 week before school/1 week after school			

ATTACHMENT "C"

MEDICAL INSURANCE - SCHEDULE OF BENEFITS



MASTER CONTRACT

JULY 1, 2013 – JUNE 30, 2015

**Paramount Care, Inc.
Summary of Benefits**

Anthony Wayne BOE

Group Number:	0308070001	Effective Date:	7/1/2013
Benefit Period:	Contract Year		
Dependent Child Limiting Age:	Dependent children are covered until the end of the month they turn age 26. Coverage for Dependent children who meet certain Ohio eligibility conditions may be extended upon the written request of the Subscriber until the end of the month the Dependent child turns age 28.		

	Paramount HMO Network
Out-of-Pocket Copayment Limit:	\$1,500 single/\$3,000 family
Covered Services:	All Covered Services not listed below are covered in full.
Primary Care Physician Office Visits:	\$25 Copayment per Office Visit.
Specialist Physician Office Visits:	\$30 Copayment per Office Visit.
Inpatient Hospital:	Inpatient hospital services are covered in full. Inpatient rehabilitation is covered up to 60 days.
Outpatient Surgical Facility:	Outpatient surgical facility/hospital services are covered in full.
Outpatient Physical/Occupational/Speech Therapy:	Physical/Occupational Therapy: \$10 Copay per Visit up to 60 Visits per condition per Member. Speech Therapy: \$10 Copay per Visit up to 30 Visits per condition per Member.
Emergency Room Facility:	\$150 Copay. Waived if admitted.
Urgent Care Facility:	\$50 Copay
Ambulance:	Emergency - Covered in Full
Skilled Nursing Facility Days:	Unlimited Days
Mental Illness/Substance Abuse:	Covered Services are subject to the same Deductible, Copayments and/or Coinsurance as any other physical disease or condition.
Durable Medical Equipment:	Covered in Full, subject to Medicare Part B guidelines.
Prosthetic Devices:	Covered in Full, subject to Medicare Part B guidelines.
Infertility:	30% Coinsurance.
Contraception Services:	Covered, subject to applicable copayment.
Foot Orthotics Rider:	Not Covered unless meets Medicare Part B criteria.
Private Duty Nursing Rider:	Covered, if Medically Necessary.
Chiropractic Services Rider:	\$10 Copay per Visit up to 40 Visits or \$750 per Member whichever occurs first.
Hearing Aid Rider:	Coverage not available.
Vision Hardware Rider:	\$200 Rebate every 24 months toward the purchase of vision hardware with itemized receipt from any vision or optical provider. Every 2 calendar years under Paramount Elite.
Additional Rider A:	Coverage not available.
Additional Rider B:	Coverage not available.
Additional Rider C:	Coverage not available.
Preventive Health Services:	Covered in full.

Notice Concerning Coordination of Benefits

If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to

comply with both plans at the same time. Read all the rules very carefully, including the Coordination of Benefits section, and compare them with the rules of any other plan that covers you or your family.

Restrictions on Choice of Providers

All services described in the Summary of Benefits must be provided, arranged or authorized by your Primary Care Provider except for Emergency Medical Conditions. In the event you are referred to a non-Participating Provider, Prior Authorization must be obtained from Paramount by your Primary Care Provider except in an emergency. In order to receive services through someone other than your PCP or a Participating Provider these restrictions apply: 1)All services must be deemed Medically Necessary by Paramount; 2)Services (except for Emergency medical Conditions) must be approved in advance by Paramount's Medical Director; and 3)All services must be those which cannot be provided by or through a Paramount Participating Provider. The services of chiropractors are not covered unless an optional rider has been purchased.

Principal Exclusions and Limitations

Exclusions include, but are not limited to: dental services, dental treatment of TMJ, growth hormones, custodial care, convenience care items, experimental/investigational services, routine foot care, cosmetic surgery (except to restore functioning), assisted reproductive technology including but not limited to: in vitro fertilization, GIFT, ZIFT, infertility drugs, surrogate pregnancy and other assisted reproductive technology unless specifically required by state regulation. The Summary of Benefits is an outline of Deductibles, Copayments, Coinsurance and limits. For complete details on Paramounts Benefits, refer to your Ohio Member Handbook, the Group Medical and Hospital Service Agreement or call our Member Service Department at(419) 887-2525 or toll-free at 1-800-462-3589. TTY services for the hearing impaired are available by calling 1-888-740-5670. You may also visit our web site at www.paramounthealthcare.com

All Covered Services are subject to Medical Necessity. Refer to the Group Medical and Hospital Service Agreement, Sections I through V for further details.

Deductible and Out-of-Pocket Copayment Limit

A Deductible is the amount you must pay for Covered Services within each Contract or Calendar Year before benefits will be paid by Paramount. If your plan has a Deductible, it is stated above. Preventive Health Services and Covered Services requiring a Copayment are not subject to the Deductible. The Out-of-Pocket Copayment Limit is the maximum amount of Copayments and Coinsurance including the Deductible (if any) you pay every Contract or Calendar Year. Copayments and Coinsurance for Supplemental Health Services such as substance abuse, home health care, durable medical equipment, prosthetic devices, vision hardware, prescription drugs and any penalties do not count toward the Out-of-Pocket Copayment Limit.

Official Terms of Enrollment and Health Benefits

See Paramount Health Care [Member Handbook - Grandfathered](#) / [Member Handbook Non Grandfathered](#) and [Health Care Reform Amendment Grandfathered](#) / [Health Care Reform Amendment Non-Grandfathered](#).

**Prescription Drug Rider
Summary of Benefits**

Anthony Wayne BOE

Drug Formulary :	Paramount Open	
Copay Type :	3-Tier	
DAW Status :	Generic Substitution Generic Drugs, when available, will be dispensed in place of a Brand Name Drug. If the Physician has specified "Dispense as Written" (DAW) for a Brand Name Drug, you will pay the highest Drug Copayment within your Copayment Arrangement listed below. If you request a Brand Name Drug and the Physician has not specified DAW, you will pay the difference between the Brand Name Drug price and the Generic Drug price, plus the highest Drug Copayment within your Copayment Arrangement listed below.	
Non-Participating Pharmacies :	Not Covered	
	Retail Pharmacy	Mail-order Pharmacy
Day Supply :	30	90
Generic Copay :	\$10	\$20
Preferred Brand Copay :	\$20	\$40
Non-Preferred Brand Copay :	\$40	\$120
	Additional Benefits and Programs	
Contraceptives / Birth Control Drugs :	Applicable Copay Applies	
HMO Specialty Drug Program :	20% Coinsurance up to a maximum of \$50 . Specialty drugs are available through a limited specialty network and not available through standard mail-order program.	
Women's Preventive Health Contraceptives :	\$0 copay. Includes at least one product for each of the following contraceptive methods: Barrier (diaphragm), Implanted devices (IUD), Hormonal (generic orals), and Emergency Contraception, in accordance with PPACA Women's Preventive Health Services mandate. Not all contraceptive products covered. List subject to change.	

Memorandum of Understanding

The Anthony Wayne Board of Education and the Anthony Wayne Education Association agreed to the language change indicated below for the 2013-2015 collective bargaining agreement effective July 17, 2013.

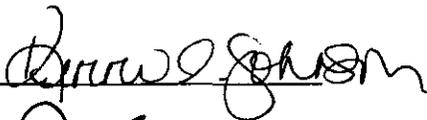
Topic: Supplemental Schedule

The following two supplemental positions will be added to the supplemental salary schedule:

High School Band Director - 5 Extended Days
Assistant High School Athletic Director - 10 Extended Days

This memorandum of understanding constitutes and contains the entire agreement and understanding between the parties relating to this contract change.

For the Board of Education





For the Association

