



**MASTER  
AGREEMENT**

**Between**

**The Worthington Education Association**

**and**

**The Worthington Board of Education**

**September 1, 2008 through August 31, 2011**



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## PREAMBLE

This Contract, entered into at Worthington, Ohio, this 1st day of September, 2005, is between the Board of Education of the Worthington School District (hereinafter referred to as the "Board") and the Worthington Education Association (hereinafter referred to as the "Association").

## ARTICLE 1

### RECOGNITION OF ASSOCIATION

- 1.1 The Board recognizes the Association as the exclusive representative for the members of the bargaining unit (hereinafter referred to as "member"), which shall consist of full-time and regular part-time members employed by the Board under a regular teaching contract and those members who are employed by the Board to fill a vacancy caused by another member who is to be on a leave of absence for one hundred-twenty (120) or more contractual days in a given school year. Regular part-time members are those who are contracted to work on a regularly scheduled basis. Intern School Psychologists also shall be included in the bargaining unit.
- 1.2 Employees excluded from the bargaining unit include: Superintendent; Director of Student Achievement and Professional Development; Assistant Superintendent of Administrative Services; Treasurer/CFO; Director of Financial Operations; Compensation Supervisor; Director of Special Education; Coordinator of Special Education; Director of Human Resources; Director of Communication Services; Coordinator of Gifted Programs; Director of Information Technology Services; Coordinator of Language Arts; Coordinator of Community Services; Director of Facility Management Services; Coordinator of Human Resources; Director of Student Services and Safety; Director of Elementary and Secondary Education; Athletic Director(s); Executive Director of Leadership and Improvement; Supervisor of Transportation; Supervisor of Food Services; Principals; Assistant Principals; Teacher-Directors who have evaluation responsibilities and any other confidential, supervisory, or management level employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit.
- 1.3 Recognition of the Association as the exclusive representative of members of the above defined bargaining unit shall be for the term of this written Contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code and will continue thereafter until a challenge is legally successful as provided for, and in strict compliance with, provisions of Chapter 4117 of the Ohio Revised Code.

## ARTICLE 2

### MANAGEMENT RIGHTS (BOARD OF EDUCATION RIGHTS)

- 2.1 The Board hereby retains and reserves unto itself, except as limited by the specific and expressed terms of this Agreement and law, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and of the United States, including, but without limiting the generality of the foregoing, the right:
- (a) To the executive management and administrative control of the school system and its properties and facilities.
  - (b) To hire all employees, and, subject to the provisions of law, to determine the qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote, and transfer all such employees.
  - (c) To establish grades and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
  - (d) To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board policy, the selection of textbooks and other teaching materials, and the utilization of teaching aides of all kinds.
  - (e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of staff members and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.
- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes, including but not limited to, Chapter 4117 of the Ohio Revised Code; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.



### ARTICLE 3

#### **EQUAL OPPORTUNITY**

- 3.1 Except as may be required by applicable law, state or federal regulation, or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any member as a result of, or because of such member's race, color, creed, sex, age, national origin, religion, handicap (except as provided by sections 4112.02 (E) and (L) of the Ohio Revised Code), or membership in the Association.
- 3.2 No member shall be required to become a member of the Association or any other employee organization as a condition for securing or retaining employment with the Board.

### ARTICLE 4

#### **ASSOCIATION ATTENDANCE AT PUBLIC BOARD MEETINGS**

- 4.1 The Association shall designate one of its members to be in attendance at all public Board of Education meetings for the purpose of representing the views and positions of the Association and not those of individual members. This person shall be provided a copy of all notices of meetings, enclosures, addendums, agendas, and all other documents provided to board members for such public meetings. Such material shall be placed in a designated mail slot provided for such designee in the administrative offices and shall be placed there at the same time said materials are delivered to Board of Education members. The only exclusion to this provision is any document which cannot be provided without violating applicable law or is only for executive session.
- 4.2 The Association's designee may state the Association position in all Board discussions in keeping with that meeting's agenda items.
- 4.3 If said designee is not the Association President or Vice-President, the designee's name shall be sent to the Board President or the Superintendent's office prior to any regularly scheduled Board meeting.

### ARTICLE 5

#### **REQUESTS FOR INFORMATION**

- 5.1 The following information shall be available to the President and Vice President of the Association in a designated mail slot in the administrative offices or by e-mail:

- (a) A complete copy of the agenda for each Board meeting in advance of regular meetings.
- (b) A complete copy of the approved Board minutes and all addenda for each Board meeting.
- (c) A complete copy of the Annual Appropriations Resolution when adopted by the Board.
- (d) A complete copy of the Annual Report to the Auditor of the State of Ohio [Form 659] when submitted to the Auditor.
- (e) A copy of the official certificate of estimated resources and any amendments thereto.
- (f) A copy of the proposed budget prior to public hearing.
- (g) A copy of the adopted budget.
- (h) A copy of the training and experience grid for the certified employees.
- (i) A copy of all general communications from the central administration offices to all certified employees.
- (j) A copy of the contract status (full-time, what portion of full-time, continuing contract, limited contract of each member) and his/her date of hire (continuous employment without break of contract); such data to be provided each November and March.
- (k) A copy of class size and teacher load information when available once at the beginning of the first semester and once at the beginning of the second semester.

5.2 In the event of a special Board meeting, every effort shall be made to notify the President and Vice-President of the Association at least twenty-four (24) hours in advance of the meeting.

## ARTICLE 6

### ASSOCIATION PARTICIPATION AT PROFESSIONAL MEETINGS

6.1 The Board recognizes that there may be times when the President of the Association or his/her representative(s) needs to participate in professional activities of the Association during the regular school day.

- 6.2 The Superintendent shall grant Worthington Education Association representatives up to a total of twenty (20) days per school year. The absence will be granted without loss of pay and shall not be charged to sick or personal leave.
- 6.3 The Superintendent shall be notified in writing prior to the requested date for leave for such activities. When possible, this notification will be made at least five (5) calendar days in advance.
- 6.4 The Association may place its meetings on the Professional Development Calendar maintained in the central office on the same basis as any other group or committee.

## ARTICLE 7

### FAIR SHARE SERVICE FEE

- 7.1 Each bargaining unit member who is not a member of the Association by the first day of the 1991-92 school year or by the sixtieth (60th) calendar day after his/her initial employment with the Board, whichever is later, shall pay a service fee by payroll deduction. The amount of the service fee shall be deducted by the Treasurer without written authorization and shall be remitted to the Treasurer on the same basis as authorized dues deductions. The fee shall represent that portion of Association dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the Association.
- 7.2 The Board Treasurer shall issue a check to the Association's Treasurer each month with a list of those persons for which the deductions were made and the amount deducted for each member.
- 7.3 The payroll deductions shall be in eight (8) equal installments. If there are not eight (8) payroll deductions remaining in the year, the unpaid balance shall be deducted in equal installments. A Fair Share Service Fee may also be paid in cash to the Association in full by November 1st of each year.
- 7.4 Payroll deduction of such fair share fees shall begin at the last payroll period in January except that no Fair Share Fee deductions shall be made for bargaining unit members employed after October 31 until such bargaining unit member has been employed sixty (60) calendar days.
- 7.5 If a member's employment ends, if he/she goes on an unpaid status before all eight (8) deductions have been made, or if there are not eight (8) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility.

- 7.6 Full-time bargaining unit members employed after the first semester of each school year who are members of the Association and its affiliates or non-members subject to the Fair Share Service Fee under this article shall pay no more than fifty percent (50%) of the regular Association membership dues.
- 7.7 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 7.8 The Association shall notify each non-member of the Fair Share Service Fee prior to October 1 of each year. Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the Fair Share Fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.
- 7.9 No member of the bargaining unit is required by this Article to become a member of the Association. Any person who objects to paying the Fair Share Service Fee because of religious beliefs as provided in Section 4117.09(C) of Ohio Revised Code shall be exempted.
- 7.10 This article shall remain in effect as long as the Association maintains membership of sixty percent (60%) or more of the eligible members of the bargaining unit as determined by October 30 of each school year for the duration of the contract.
- 7.11 The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:
- (1) The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;
  - (2) The Association shall reserve the right to designate counsel to represent and defend the employer;
  - (3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

- (4) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

## ARTICLE 8

### **PROFESSIONAL CONCERNS**

A member or group of members who have a professional concern have the right to seek resolution by first bringing it to the attention of the building principal on an informal basis.

If resolution is not reached at the building level then the member(s) has the right to place this professional concern in writing to the appropriate central office administrator. The Administrator shall respond to the member(s) in writing of his/her decision within ten (10) days. If resolution is not reached at this level, the member(s) has the right to place this professional concern in writing to the Superintendent within ten (10) days of receipt of the administrator's response. The Superintendent shall respond in writing to the member(s) professional concern within ten (10) days. If resolution is not reached at this level, the member(s) has the right to place this professional concern in writing to the Board of Education not less than ten (10) days before the next regularly scheduled board meeting. To the extent that the Board may lawfully do so, it will hear the concern in executive session and respond to the member(s) within twenty (20) days.

If no written response is received by the member(s) in the specified ten (10) day period or in the event of an unsatisfactory response, the member(s) has the right to proceed to the next level. If the concern is not advanced within the time levels provided it will be deemed withdrawn. The Association President or his/her designee will be notified of any professional concern not resolved at the building principals' level when the member(s) proceed past this level.

There shall be no appeal after the Board level and concerns presented under this provision are not subject to the grievance procedure.

## ARTICLE 9

### **SHARED SOLUTIONS COMMITTEE**

The Shared Solutions Committee consists of two members of the Board of Education, the superintendent and up to four District Administrators designated by the Superintendent, the Worthington Education Association (WEA) president and up to four WEA representatives as designated by the WEA president, the Worthington Classified Association (WCA) president and other WCA staff members designated by the WCA president in accordance with the terms of their agreement with the Board. The designated Committee Members shall be identified before the first scheduled Shared Solutions Committee meeting each year. The Shared Solutions

Committee will meet not less than once per month to consider issues of mutual concern regarding school operations and such other matters as are committed to the consideration of the Shared Solutions Committee by this Agreement.

## ARTICLE 10

### NEGOTIATIONS PROCEDURE

- 10.1 Pursuant to section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. Nothing herein shall be construed as to limit the rights of the Association set forth in Ohio Revised Code Section 4117.14(D) (2) after utilizing provisions of this article. This procedure shall remain in effect until amended or terminated by the parties and shall govern the negotiation of a successor agreement. Either party may propose changes to this procedure as part of their initial bargaining proposals pursuant to 10.5(a) below.
- 10.2 The scope of bargaining by and between the Board and the Association shall be related to matters of wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- 10.3 (a) To "Bargain Collectively" means to perform the mutual obligation of the Board, by its representative, and the representatives of the Association to negotiate in Good Faith at reasonable times and places with respect to matters set forth in 10.2 above. This includes executing a written contract incorporating the terms of any agreement reached.
- (b) "Good Faith" shall mean that the Association and the Board be willing to honestly, freely, and openly discuss each other's proposals. Good Faith requires both parties to recognize collective bargaining as a process of sharing and reacting to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason(s) and/or offer counterproposals. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession. By the same token, collective bargaining is a process to help promote stability in the relationship and a method of achieving some resolution of those patterns of concern.
- 10.4 The collective bargaining representatives of each party shall consist of no more than seven (7) individuals.

## 10.5 Negotiations Procedure

- (a) Pursuant to Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve notice not less than ninety (90) calendar days prior to the expiration of the existing Agreement.
- (b) The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
- (c) Upon receipt of the notice specified in 10.5(a), the parties shall enter into collective bargaining.
- (d) Meetings shall be held at the reasonable request of either party, however, the initial meeting shall be held not later than seventy-five (75) calendar days prior to the expiration of the existing Agreement.
- (e) The parties shall continue in full force and effect all the terms and conditions of the existing collective bargaining Agreement, without resort to strike or lock-out until the expiration date of the collective bargaining Agreement or any mutually agreed extension thereof.
- (f) All proposals for negotiations shall be complete and in writing and exchanged at the first collective bargaining meeting between the parties, unless mutually agreed to otherwise.
- (g) Those Articles in the existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of the next collective bargaining agreement.

## 10.6 Negotiations Responsibility

- (a) Either party may call upon a professional or lay representative to make presentations of reasonable duration to the other party during negotiating meetings concerning matters then under discussion.
- (b) All negotiating meetings shall be private and closed to all parties except the negotiating teams and any consultants and observers admitted pursuant to 10.6(a) and 10.7(f). There shall be no releases to the media concerning any aspect of negotiations unless by mutual agreement.

- (c) In a timely fashion the Board shall furnish to the Association, upon reasonable request, information in such form as it exists, which would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The Association shall furnish to the Board's negotiating representatives, upon reasonable request, information in such form as it exists, that would assist the Board in analyzing Association proposals.

#### 10.7 Negotiations Process

- (a) Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party an opportunity to caucus. The caucus shall be limited to a reasonable length of time.
- (b) Requests for information from either team during negotiations shall be made through the respective negotiation representatives.
- (c) As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the chair of each party. Each party may determine the number of matters included in an "item."
- (d) When an agreement is reached on all issues proposed, each party's negotiation representatives shall respectively urge and recommend the adoption of such Agreement which shall be reduced to writing and submitted to the Association membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall become a binding collective bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation that may conflict with any term or condition of the Agreement.
- (e) Approval by either the Board or the Association occurs when a majority (50%+1) of the members of each of the parties votes in favor of the Agreement. Otherwise the tentative Agreement is rejected.
- (f) The Board and the Association may admit observers to negotiation meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiation meetings. The Board observers are restricted to present/elect Board members and supervisors as defined in Article 1 of this Agreement. The Association observers are restricted to members of its bargaining unit as defined in Article 1 of this Agreement.

#### 10.8 Inability to Reach Agreement

- (a) If agreement is not reached within forty-five (45) calendar days of the first collective bargaining meeting in lieu of requesting the State Employment



Relations Board to intervene as provided in Section 4117.14(C)(2), the parties agree to submit a joint written request to the Federal Mediation & Conciliation Service (FMCS) for a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an alternate mediation service. Nothing herein shall prevent the parties from mutually agreeing to continue negotiations without mediation assistance.

- (b) The mediator shall have the authority to hold bargaining sessions and to confer with any persons deemed necessary to resolve the impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.
- (c) If agreement is not reached on unresolved issue(s) by the tenth (10th) calendar day prior to the expiration of the existing agreement or any mutually agreed extension thereof, the Association may give a written ten (10) day notice of an intent to strike to the Board and to the State Employment Relations Board (SERB) in keeping with Section 4117.14(D)(2) of the Ohio Revised Code.
- (d) Nothing herein shall be construed to prohibit the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.

## ARTICLE 11

### **CONFLICT WITH LAW/STATE MINIMUM STANDARDS**

- 11.1 Except as specifically provided otherwise in this agreement, if any provision or application of this Agreement between the Board and the Association is found to be in conflict with law or state minimum standards adopted by the State Board of Education, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 If a court or regulatory/administrative agency with proper jurisdiction determines that any provision or application of this Agreement is in conflict with law or state minimum standards, either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless mutually agreed otherwise.

## ARTICLE 12

### PRINTING OF THE MASTER AGREEMENT

At the conclusion of negotiations, Board shall furnish new members with a copy of the Agreement at the time of employment. The typing, compilation, preparation and reproduction of the Master Agreement shall be the responsibility of the Board.

In addition, the President of the Association shall be provided fifty (50) copies and these copies shall also be at Board expense.

## ARTICLE 13

### GRIEVANCE PROCEDURE AND STEPS

#### 13.1 Definitions

- (a) A "grievance" is an alleged violation, misinterpretation, or misapplication of the Master Agreement between the Board and the Association.
- (b) A "grievant" may be a member, a group of staff members, or the Association.
- (c) The "immediate supervisor" shall mean that non-bargaining unit member who has immediate administrative line authority over the affected grievant.
- (d) "Days" shall mean contract days during the adopted school year. During the summer vacation, such "days" shall mean weekdays (Monday through Friday), excluding legal holidays.

#### 13.2 Rights of the Grievant and the Association

- (a) A grievant at his/her request may be represented by the Association at all formal and informal steps. The Association shall have the opportunity to be present at all grievance meetings including those during which grievance adjustments are discussed.
- (b) The purpose of this procedure is to secure, through the lowest level administrator having authority to resolve the grievance, an acceptable solution to the grievance. The parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
- (c) The Board through its administrative staff will provide the Association all available pertinent data and material requested by the Association to permit the processing of a grievance in a timely fashion.

- (d) A grievant may withdraw a grievance at any step without record. Once withdrawn, the grievant is barred from re-filing that grievance.
- (e) Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the use of this procedure. No reprisal shall be made against any party involved in the use of this procedure.

### 13.3 The Procedure

#### (a) Informal Procedure

A grievance shall be verbally presented to the grievant's immediate supervisor in an attempt to resolve it. Prior to the presentation of a grievance, the grievant shall inform the immediate supervisor that he/she is presenting a grievance at the informal step to provide adequate time for the grievant or the immediate supervisor to notify the Association so that appropriate Association personnel are afforded the opportunity to attend such meeting.

#### (b) Formal Procedure

##### STEP I

If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance within thirty (30) days after the grievant knew or should have known of the act or the condition upon which the grievance is based by submitting a formal written Grievance Form, Step I (see Appendix A) to the Superintendent's designee and to the Association's Grievance Committee Chairperson. Within five (5) days after receipt of the Step I form, the Superintendent's designee shall meet with the grievant. The Superintendent's designee shall write a disposition of the grievance by completing the Step I form and returning a copy to the grievant, the Association's Grievance Committee Chairperson, and the Superintendent within five (5) days after such meeting.

##### STEP II

If the grievant is not satisfied with the written disposition at Step I, the grievant may appeal the grievance to the Superintendent within five (5) days after receipt of the Step I written disposition by submitting a Step II form (see Appendix A) to the Superintendent and the Association's Grievance Committee Chairperson. Within five (5) days after receipt of the Step II form, the Superintendent shall meet with the grievant. The Superintendent shall write a disposition of the grievance by completing the Step II form and returning a copy to the grievant, the

Association's Grievance Committee Chairperson, the Superintendent's designee, and the immediate supervisor within five (5) days after such meeting.

### STEP III

If the grievant is not satisfied with the written disposition at Step II, the grievant, with the concurrence of the Association, may propose that the grievance be submitted to mediation. Such request must be submitted to the Superintendent or designee within five (5) days after receipt of the Step II written disposition, by submitting a Step III form (see Appendix A). The Superintendent or designee may propose that the grievance be submitted to mediation by written request to the Association not later than ten (10) days after delivery of the Step II written disposition. The Association President or designee will meet with the Superintendent or designee within five days of a request for mediation to establish mutual consent to mediation. If there is no mutual consent to mediation, the grievance may be advanced to Step IV. If there is agreement to mediation the parties will request the Federal Mediation and Conciliation Service to appoint a mediator. If reasonable mediation does not produce a mutually acceptable agreement, the grievance may be advanced to Step IV by submitting a demand for arbitration within five (5) days of the final day of mediation, as provided in Step IV.

### STEP IV

With the concurrence of the Association, a grievant may appeal a Step III grievance disposition by having the Association submit a demand for arbitration form to the American Arbitration Association (AAA) within five (5) days after the later of: (1) the Step II grievance decision, (2) refusal of either party to participate in requested mediation at Step III, or (3) completion of mediation without settlement of the grievance. A copy of said demand form will be sent to the Superintendent at the same time as the original is sent to AAA. The arbitrator will be selected in keeping with AAA's voluntary rules and regulations, except that either party may request a second list of arbitrators. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the award within such time as may be agreed upon. The award shall be in writing and a copy sent to all parties present at the hearing. The award of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, which alters or amends this Agreement, or which is contrary to law.

The costs and expenses of the arbitrator and the fees of the American Arbitration Association shall be borne by the losing party.

#### 13.4 Time Limits

- (a) The number of days specified at each step in this procedure shall be the maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.
- (b) If the grievant does not file a grievance in writing within thirty (30) contract days after the grievant knew or should have known of the act or condition upon which the grievance is based, the grievance shall be considered waived.
- (c) If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.
- (d) Failure at any step of these procedures to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level unless the time limits are extended in keeping with 13.4(a).
- (e) If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, if it affects a group or class of members, or if it affects the Association, it may be initiated at Step II.
- (f) Except at the arbitration step, each meeting held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting will be held at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- (g) All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered to the appropriate party or designee.

#### 13.5 Application of this Procedure

Nothing contained in this procedure shall be construed as limiting the individual rights of a member or the Association having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, to seek legal redress under any applicable law, or to seek other redress in keeping with any applicable rule or regulation established by the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code. However, this procedure shall be the sole and exclusive method of resolving complaints within the definition of "grievance." In the event that proceedings are initiated before any court or administrative agency involving an issue which is also the subject of a pending grievance

and which involves the same persons as those affected by the grievance, the grievance shall be stayed pending resolution of the legal proceedings.

## ARTICLE 14

### REDUCTION IN FORCE (RIF)

14.1 When the Board of Education determines it necessary to reduce the number of certified positions for reasons set forth in the Ohio Revised Code, lack of funds<sup>1</sup>, or for necessary programmatic reasons, the following procedures shall apply:

- (a) To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are non-renewed for reasons other than reduction in force.

The Association will make every effort to encourage members to notify the office of the Superintendent/designee in writing of their intent to request leave, retire, return from leave or resign.

- (b) To assist in minimizing the number of suspended contracts the posting of vacancies shall occur after assignments and transfer changes have been completed.
- (c) Reductions needed beyond those available by attrition will be made by suspending contracts. Full-time and regular part-time members whose contracts are being considered for suspension shall be notified at least ten (10) calendar days prior to formal action by the Board. Those contracts to be suspended will be chosen as follows:

- (1) Those members subject to this Article, pursuant to the provisions in Article 1, will be placed on a seniority<sup>2</sup> list for each teaching field for which they are properly certified.<sup>3</sup> Members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Members serving under limited contracts will be placed on the list under continuing contract members, also in descending order of seniority. If a member under a limited contract at the time of the Board action to suspend his/her contract subsequently is granted a continuing contract prior to the actual effective date of the suspension, the RIF list

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<sup>1</sup>Lack of funds and/or the necessary programmatic reasons will be verified and is also subject to challenge in accordance with Article 13.

<sup>2</sup>As defined in Section 37.1(c).

<sup>3</sup> Wherever in this Agreement the term “certification” is used to reflect teacher qualification standards established by the Ohio Department of Education, such term shall mean and include teacher licensure standards as well.

shall be revised and the member will be included among those with continuing contracts. The Board shall revise its action on the RIF if necessary to reflect the member's obtaining continuing service status.

- (a) All certified members employed in non-public schools before January 1, 1992, will be protected by this Article. Non-public certified employees employed after January 1, 1992, will be exempted from the provisions of this article if it becomes necessary to reduce the number of positions in non-public schools.
- (2) Factors other than seniority, i.e., affirmative action and applicable Federal and State regulations, may be used to determine those affected by a reduction in force if it is clearly demonstrated by the Board that the use of such a factor is necessary and could not be met by strict adherence to seniority.
- (3) If two (2) or more members are equal in seniority, the following criteria will be applied in lettered sequence until the tie is broken. The more senior member is:
  - (a) The one who has the greater number of years (including approved leaves of absence and time spent on a RIF status) under that continuing contract.
  - (b) The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or chartered schools.
  - (c) The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.

After the above methods have been exhausted and a tie still exists, a draw will be utilized to break the tie.

(4) Selection of Displaced Members for Reduction in Force

(a) Elementary and High School:

Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure. The contract of the lowest person on the seniority list ("Displaced Member") shall be suspended, provided that, if the Displaced Member has valid teaching certification in another teaching field and there is a current vacancy in that teaching field, the member will be assigned the vacant position.

(b) Middle School:

Recommended reductions in Middle School positions will be made based on a Middle School seniority list which shall list all middle school teachers in order of seniority within each instructional content area. The least senior member within the content area affected by the Reduction in Force shall be the Displaced Member. If the Displaced Member has valid teaching certification in another teaching field and there is a current vacancy in that teaching field for which the Displaced Member is fully qualified, the member will be assigned the vacant position. If no vacancy then exists, the Displaced Member with seniority may bump the least senior member in the Displaced Member's primary area of certification/licensure.

A member who bumps or is assigned into an instructional area for which he/she is certified/licensed, but has not taught in that area of certification/licensure within the last four (4) years or has not taken six (6) quarter hours in related course work in that area of certification within the past four (4) years, must complete six (6) quarter hours of continuing education in related course work or six (6) quarter hours of graduate study in related course work within one (1) year of accepting this new position. Failure to complete the six (6) hours of course work will result in the automatic suspension of the member's teaching contract for the R.I.F. purposes of this article and the member will have no further recall rights under this article.

Members needing to take the six (6) quarter hours described in the preceding paragraph shall receive top priority in the issuance of fee scrip according to Section 16.2 of this contract.

- (d) A Displaced Member for whom there is no vacant position and who has no right to bump another member will have one of the following options:

(1) Pool Substitute Service

Members who are displaced from full time service with the District may elect to serve as Pool Substitutes for a period of 185 days following the effective date of contract suspension, pursuant to regulations of the Board, provided that the member will receive, in addition to the pool substitute daily rate and any other pool substitute benefits, the entire premium cost of Board-paid benefits including healthcare, dental and life insurance as provided prior to contract suspension. Such election must be made, in writing to the Director of Human Resources not later than August 15. Except as specifically provided herein, Displaced Members serving as Pool Substitutes shall have no benefits or other rights provided by this



Agreement. Sick leave and personal leave for Pool Substitutes is limited to those days provided by Board Policy and accrued sick leave or unrestricted sick leave may not be used by Displaced Members while serving as Pool Substitutes. All accrued and unused benefits will be retained on the records of the Board for use following recall.

(2) Severance Payment

A Displaced Member who is not eligible for or who declines pool substitute service may elect to receive a severance option equal to one-half of the value of the member's suspended annual salary and benefit cost at the time of contract suspension. Such election must be made, in writing to the District Treasurer not later than August 15 for payment not later than September 15<sup>4</sup> following contract suspension. If the member is recalled to service with Worthington City Schools within 185 days following payment of the Severance Option the compensation will for the remainder of the year will be reduced by the amount of the severance payment.<sup>5</sup> The member during this period of time shall remain eligible to apply for a position in a non-instructional area and retain his/her position of seniority on the recall list and the rights afforded that position.

(e) Recall.

The names of members whose contracts are suspended in a reduction in force will be placed on a recall list as follows:

- (1) Members who receive severance pay will be placed on the recall list for up to twelve months from the effective date of the reduction.
- (2) Members who serve as Pool Substitutes for the full 185 day period or who are recalled to a Non-permanent teaching position during the 185 day period will be placed on a recall list for up to thirty-six months from the effective date of the reduction.
- (3) Members who resign from service as Pool Substitutes to accept employment outside the District will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. A vacancy shall be applied to the recall procedure first, and if there is still a vacancy after the recall procedure has been applied, the vacancy shall be posted. Members on the recall list will have the following rights:

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<sup>4</sup> In the event that a Reductions In Force is made at a time other than the beginning of a school year, the notice will be given to the District Treasurer not later than sixty (60) days following contract suspension for payment not later than ninety (90) days following contract suspension.

<sup>5</sup> The severance pay shall be divided into 185 parts, each part representing one work day. The amount of severance pay subtracted from the member's compensation shall reflect the number of work days that have elapsed, and for which the member was paid, prior to recall.

- (a) No new members will be employed by the Board while there are members on the recall list who are certified/licensed for the vacancy.
  - (b) Members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
  - (c) If a vacancy occurs which creates a full-time or part-time position in any one area of certification/licensure, the Board shall send an announcement by certified mail to the last-known address of each member on the recall list who is certified/licensed, according to these provisions. It is the member's responsibility to keep the Board informed of his/her current address and changes in certification status. Each member is required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Any member who fails to respond within ten (10) calendar days or who declines the position will forfeit all recall rights.
  - (d) A member on the recall list, upon acceptance of a position, shall return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement, in keeping with Articles 43 and 44, as he/she enjoyed at the time of the notification of the suspended contract. If the member who had been contracted to a full-time position accepts a part-time position (or if he/she had been contracted to a part-time position and accepts a position of fewer hours), the member shall retain all recall rights guaranteed by the original suspended contract. Where group insurance policies permit, a member whose contract has been suspended may continue to participate in those benefits which are provided to members in active employment provided that the teacher pays the group rates.
- (f) Recall To Non-Permanent Teaching Positions
- (1) "Non-permanent Teaching Position" means a teaching position that is funded by a one-time source that is not expected to be ongoing and a position vacated by a teacher on leave of absence or special assignment as such positions are defined in Section 15.5 of the Agreement.
  - (2) Qualified bargaining unit members whose teaching contracts have been suspended and who have been placed on a recall list may be recalled to service in a Non-permanent Teaching Position. If placed in such positions, those members will be subject to return to the recall list for the same reasons as are provided for the non-renewal of teaching contracts of bargaining unit members in those positions as provided in Section 15.5 of the Agreement. Such members, if returned will remain on the recall list for the remainder of their recall period, including both the time spent on the recall list prior to the recall to the Non-permanent Teaching Position and

the time spent serving in the Non-Permanent Teaching Position. During the remainder of the recall period, the member shall have the same recall rights as any other bargaining unit member on the recall list.

## ARTICLE 15

### NON-RENEWAL OF LIMITED TEACHING CONTRACT

- 15.1 All members first employed by the Board after January 1, 1986, will be subject to provisions set forth in 15.2 and 15.3 below. During such periods of time, these members shall be considered probationary employees for purposes of this Article. All members in the employ of the Board prior to January 1, 1986, shall be subject to the provisions of former Article 29 in the 1984-85 Agreement and are considered non-probationary employees after their initial eight (8) working months of employment measured from the initial date of service.
- 15.2 A probationary employee being considered for non-renewal of his/her limited teaching contract will be given the written reasons for such non-renewal prior to official Board action. No employee shall have his/her limited contract non-renewed for a reason set forth in Article 14 (RIF) or in Article 3 (Equal Opportunity). Such reasons, except as provided herein as to RIF and Equal Opportunity, may not be challenged under Article 13 of this Agreement and may not be challenged in a court of law on the basis of this Article. Nothing herein shall be construed to limit a member's right to challenge a non-renewal based on an alleged violation of his/her civil rights.
- 15.3 At the discretion of the Superintendent and based upon three (3) written evaluations in accordance with the policies and procedures of the Board, an employee who has completed eight (8) months of employment may be assigned an additional probationary period not to exceed twelve (12) months. The employee shall be given written reasons for this additional probationary period. During this additional twelve (12) month period, the employee shall receive at least three (3) written evaluations in accordance with the policies and procedures of the Board of Education. Time spent on a paid or unpaid leave of absence shall not be counted toward completion of the additional twelve (12) month period or the initial eight (8) month period. If after the additional twelve (12) month period a probationary employee is being considered for non-renewal of his/her limited teaching contract, the written reasons for such non-renewal shall be given the employee before official Board action. If an employee is placed on the additional twelve (12) month probationary period, procedural non-compliance with this Article can be challenged under Article 13 of this Agreement. However, the substance of evaluation(s), reasons for an additional probationary period or reasons for non-renewal may not be contested under Article 13 except as set forth in 15.2 above.
- 15.4 Non-probationary employees shall not have their limited teaching contracts non-renewed except for just cause and shall be notified in writing of such recommendation prior to official Board action.

- 15.5 The provisions of this Article shall not apply to the non-renewal of supplemental, extended service, summer school or psychologist intern contracts. Such contracts will expire automatically at the conclusion of their term.

Members will not be subject to the non-renewal provisions of this Article or Revised Code Section 3319.11 in the event of the release of such member precipitated by the return of another member from leave, a special assignment or grant-funded position. The identification of the released member will be determined by the seniority provisions appearing in Article 14. Notwithstanding any other provisions of law or of this Agreement, the released member's contract will expire automatically at the expiration date stated in the contract or upon the returning member's return from leave or special assignment, whichever occurs earlier. Members who are subject to non-renewal of contract based on the return of a member from leave, special assignment or grant-funded position will be notified, in writing, at the time of initial employment with the District. Released members who have demonstrated acceptable performance and who declare their interest in a posted position, in writing, prior to the end of the posting period will be given first consideration before any outside candidates. In the event that a released member is reemployed without a break in service, the member will retain his or her original date of hire for seniority purposes. The Association president shall be given a list of all certified members on leave and their areas of certification by September 15 of each year. This list will be updated any time a new leave is granted.

- 15.6 The Association president or his/her designee shall be notified of any non-renewal and probationary recommendation at least 10 days prior to Board action. A non-renewal shall not occur prior to April 1<sup>st</sup>.
- 15.7 The provisions of revised sections 3319.11 and 3319.111 of the Ohio Revised Code effective July 1, 1989, shall not apply to members of the bargaining unit. The provisions of former section 3319.11 of the Ohio Revised Code in effect prior to July 1, 1989, and this Article shall apply to the renewal and non-renewal of limited contracts and the issuance of continuing contracts. Notwithstanding any of the foregoing, the contract of any teacher hired after January 1 of that year shall automatically expire that school year and notice of non-renewal and the provisions of this Article shall not apply.

## ARTICLE 16

### PROFESSIONAL DEVELOPMENT OPPORTUNITIES

#### 16.1 Professional Advancement Credit

(a) Purpose

Professional Advancement Credit (PAC) is to encourage and recognize professional growth through activities beyond those normally accepted as

instructional duties. Professional growth shall be encouraged through the awarding of PAC and monetary grants.

(b) Definitions

(1) Professional Advancement Credit (PAC)

One PAC is a unit of measure of professional growth, which is accepted as equivalent to one semester hour of accredited college or university work.

PACs shall be granted for various professional activities.

PACs received shall be included with the record of academic work.

PACs are only applicable to the Worthington City Schools Salary Schedule.

PACs are not recognized by the State Department of Education as a basis for certification nor by institutions of higher learning as a basis for further degrees.

A maximum of seven (7) PACs may be used to meet the requirements for change in classification when moving from Classes I to II; II to III; IV to V; V to VI; and VI to VII.

(2) Research Grant

A research grant is a grant of money to a member or group of members on the completion of certain pre-approved professional activities.

(c) Organization

The PAC program embraces the principle that financial reward for members should be based upon academic preparation, teaching experience, and professional growth. It is the responsibility of the Local Professional Development Committee (LPDC-Article 19) to evaluate the planned activities or work for which PACs or grants are requested.

(d) Procedures

(1) Pre-Approval

All plans shall be submitted for pre-approval, in writing, to the co-chairs of the LPDC. The LPDC may request the member or sponsoring group to speak on behalf of the proposal and in addition may request opinions about the relationship of the proposal and its implications for the district from department heads, other members, and administrators.

Upon approval of the proposal by the LPDC, a resume of the approved project, including the suggested PACs or financial grant to be received, will be sent to the

Superintendent/designee. Any project that includes suggested PAC credit shall demonstrate alignment with the member's Individual Professional Development Plan (IPDP) as submitted and approved by the Superintendent/designee for class change.

When any district committee or council is formed, the administrator in charge will submit appropriate pre-approval forms to the LPDC. If the administrator in charge of a district-wide committee or council fails to apply for pre-approval, a participating member may apply individually for approval at any time during the project and the pre-approval requirement will be waived.

If the LPDC does not approve the project, a statement of the reason for rejection will be returned to the member or group along with recommendations for improvement before the project may be resubmitted.

(2) Interim Review

The LPDC may request a progress report at its discretion.

(3) Final Evaluation Procedure

The final report of the project must be presented to the co-chairs of the LPDC at least ten days prior to the requested date of final consideration.

The individual or sponsoring group must be available for interview by the LPDC at its discretion.

Financial grants and PACs will be reviewed for final approval upon successful completion (or at times designated by the LPDC in the case of an extremely lengthy project). A resume of the completed project, including the suggested financial grant or PACs to be received, will be sent to the Superintendent/designee for his/her recommendation before being presented to the Board for its approval.

(e) Professional Activities

(1) Administratively Selected Faculty Committee or Councils

Such groups might study problems, conduct surveys, review curriculum, etc. A written summary of the group's activities and hours of participation by each member must be submitted by the chairperson of the group to the LPDC for PACs or reimbursement by the Board.

(2) Service on Committees or Councils

Active participation on professional committees or councils will be considered for PACs or grants. The LPDC will decide the frequency and number of units to be granted for serving in any particular capacity.

(3) Workshops or Conventions

Workshops or conventions held at times other than the regular contract day, provided the member receives non-financial compensation, will be considered for PACs or grants. A written report of convention or conference activities must be prepared for distribution to appropriate colleagues.

(4) Published Materials

Items for submission to newspapers, as well as booklets and articles for publication in professional journals, for which other financial compensation or credit will not be received, may be submitted to the LPDC.

(5) Curriculum or Program Innovations

Members of individual departments or grade levels may work with each other or other groups of teachers to plan and develop courses of study, improvement in teaching methods, additional materials, new content, etc.

(6) Conversion of CEUs to PACs

Within one (1) year of earning Continuing Education Units (CEUs), a member may present appropriate documentation to the LPDC to request that the CEUs be approved for PACs. No pre-approval is necessary for the granting of this PAC. The CEU being submitted for PACs must have been earned during time outside the member's contract day.

## 16.2 Fee Authorization for Course Work

The purpose of fee authorization is to encourage the professional growth of personnel (members and administrators) and to improve the district's instructional capabilities by providing assistance in the form of a waiver of fees.

Fee authorization, based on the number of students participating in field experiences, is provided to the district through agreements with The Ohio State University (OSU), Capital University, Ohio Dominican College, Ashland University, and Otterbein College. Agreements with other colleges and universities may be approved as appropriate.

(a) Application for Fee Authorization

Each member<sup>6</sup> desiring to use fee authorization must complete a written application form (Form B-5). This form must be received by the Personnel Office no later than the first work day of the seventh week of the term<sup>7</sup> preceding the term during which the fee authorization would be used if the request is approved. The Personnel Office will inform members of deadline dates for fee authorization applications. Personnel requesting fee authorization and who are in their first year of employment with the district need the written approval of their immediate supervisor to have the application considered.

For OSU, no more than three hours will be approved during autumn, winter, and spring terms for any personnel. No more than six hours will be approved for summer term for any personnel. After all timely requests have been satisfied, the Association President and Superintendent/designee, upon mutual agreement, may waive these limits when a surplus of fee waivers exists. Personnel on sabbatical leave will be eligible for six hours of fee authorization during each term they are on such leave. Personnel on RIF status will be eligible for six hours of fee authorization during each term they are on RIF status.

For Capital, Ohio Dominican, Ashland, and Otterbein no more than one fee authorization certificate will be approved during autumn, winter, and spring terms for any personnel. No more than two certificates will be approved for summer term for any personnel.

Personnel eligible for participation in the OSU "Employee/Dependent Fee Authorization Program" are responsible for informing the Personnel Office of eligibility. Such personnel will still be eligible for the same amount of OSU fee authorizations as enumerated above.

(b) Distribution Procedure

The Association President and the Superintendent/designee will resolve problems, which may arise in the implementation of the fee authorization system.

The fee authorization hours available from OSU will be divided such that one third of the available hours will be set aside for summer term use with the remaining available hours being divided equally among the three remaining terms. Hours not used will be carried over to the next term. No more than the allocated number of hours will be issued during any one school year.

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<sup>6</sup>Generally speaking, personnel eligible to receive fee authorization will be those with positions requiring teaching/administrative certificates, and others, whose positions, as determined by the WEA and the District, generate fee authorizations unless an agreement with an individual university/college specifies who may use/not use fee authorizations.

<sup>7</sup>"Term" refers to the academic term for the university/college for which a fee authorization is being requested.



Fee authorization hours available from Capital, Ohio Dominican, Ashland, and Otterbein will be issued if they are available using the priorities listed below.

Before any fee authorization application is considered, it will be determined that the requesting individual has indicated a willingness to supervise a student teacher/intern or other field experience student (includes participation in an approved research project) by completing the appropriate form for the current school year. Failure to have completed the form will result in the application not being considered. An individual who refuses a request to serve as a supervisor without just cause (just cause to be determined by the Association President and the Superintendent/designee) will not be eligible to receive fee authorization for one term following the term during which the refusal occurred.

If the requests for fee authorization are greater than the amount allocated for a particular term, then requests will be considered utilizing the priorities listed below. Within any priority, years of service within the district will be used to determine eligibility. In the event that years of service create a tie, hire date will be used to break the tie. If a tie cannot be broken, a lottery will be utilized, which will be supervised by the Association President and the Superintendent/designee.

(c) Priority for Issuance of Fee Authorization

All of the above criteria must be met before an individual is eligible for the following priority distribution in the following order:

- (1) Members who are required to complete coursework to fulfill the requirements of section 14.1(b)(4)(RIF) of the Agreement.
- (2) All other full time personnel who have a need to renew a certificate/license to maintain their employment with the district. Personnel qualifying in this priority are those who are completing recertification/licensure requirements during the four terms preceding the July 1 date that their certificate/license will be renewed.
- (3) Personnel who are officially enrolled in an approved master's or doctoral program and who have earned academic credit within the last 12 months.
- (4) Personnel who wish to use fee authorization to take courses associated with their unit or with district goals. Such individuals will conduct development programs in their unit or in the district. This priority must be approved by the Chair(s) of the Professional Development Advisory Council.
- (5) Members who are completing requirements for change in classification during the four terms preceding the September of the year the change will be granted.

- (6) All other personnel who have not qualified under one of the above priorities and if the contractual agreement with the participating university/college so provides.
- (7) Other employees who have not qualified under one of the above priorities and who are not members of the bargaining unit (all other employees of the Board) if the contractual agreement with the participating university/college so provides.

(d) Failure to Use Fee Authorizations

Personnel who receive fee authorization and do not use it must notify the Personnel Office before the deadline for the next filing of applications for fee authorization. Personnel who receive fee authorization but withdraw from courses covered by its use before completion must notify the Personnel Office by the end of that term. Failure to do either or both of the above will result in the individual's being ineligible to receive fee authorization for the next four application periods.

16.3 Tuition Reimbursement for Graduate Course Work

The Board shall provide \$120,000 per year for the purpose of reimbursing members for graduate course work tuition.<sup>8</sup> For the purpose of this provision, each year will begin on September 1 and conclude on August 31. Unused funds will be carried forward.

The tuition reimbursement program shall be jointly administered by the district and the Association per a mutually agreed upon procedure.

Members who do not receive fee authorization through the provisions of Article 16.2 will receive first priority in the distribution of tuition reimbursement funds.

Members who have less than five years of work experience in the Worthington City School District and who voluntarily resign their position shall be required to reimburse the district for any tuition reimbursement funds they received during their last year of employment. When applicable, reimbursement shall be made by deduction from the member's final paycheck. The Board shall return all repayments to the tuition reimbursement fund.

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<sup>8</sup> An exception may be made in those instances where necessary professional growth requires activities other than graduate coursework. Guidelines for these exceptions will be jointly developed.

#### 16.4 National Board Certification

The Board and Association agree that National Board Certification, as established by the National Board for Professional Teaching Standards, provides members with a valuable opportunity for professional growth and recognizes educators who meet standards of excellence in the profession. The district will support members who seek and achieve National Board Certification in the following ways:

- (a) Qualified members who apply for National Board Certification shall receive one-time reimbursement for application fees up to a maximum of \$300.
- (b) Members who pursue National Board Certification shall be granted access to video and audio equipment, curriculum materials, and other resources, subject to availability, for completing portfolio requirements.
- (c) Members who receive National Board Certification shall receive a one-time honorarium of \$1,000.

#### 16.5 Master Teacher Committee

The Master Teacher Committee shall consist of five (5) members, two (2) of which shall be administrators appointed by the Superintendent and three (3) of which shall be appointed by the Association President. Committee members shall serve for terms of one year each and may be reappointed to subsequent terms. Vacancies will be filled in the manner of original appointment. The Master Teacher Committee shall:

- Be responsible for the review, grading and certification of bargaining unit member applications for Master Teacher designation, consistent with the regulations of the Ohio Department of Education.
- Establish documentation requirements and procedures for submitting Master Teacher applications.
- Communicate the process for the benefits of becoming certified as a master teacher to the bargaining unit members.

The committee shall designate a chairperson who will be responsible for establishing committee meeting agendas and overseeing committee operations.

The committee meeting schedule shall be established by mutual agreement of members of the committee. Committee meetings shall occur outside the contract day.

The committee shall be responsible for receiving, reviewing and scoring Master Teacher applications. The Committee may delegate review and scoring of Master Teacher applications to appropriate bargaining unit members. Final approval of all applications is the responsibility of the Committee.

Members of the committee and designated reviewers shall be provided with appropriate training.

Bargaining unit members who serve on the committee shall be compensated \$1,250 annually.

## ARTICLE 17

### **SENIOR TEACHER ADVISOR**

A member may become eligible for service as a senior teacher advisor in the Worthington City Schools after completing at least twenty (20) years of service in the district.

An eligible member who is interested in serving as a senior teacher advisor must submit his/her initial written proposal to the Superintendent/designee by March 1, preceding the contractual year for which the member wants to be considered. Applicants who are recommended by the Superintendent/designee and approved by the Board shall receive a one-year limited supplemental contract and a supplemental salary of \$1,500.

A member shall not be granted a supplemental contract or supplemental salary for serving as a senior teacher advisor more than once.

The specific duties of the senior teacher advisor shall be commensurate with the knowledge and skills of the individual member as they relate to the needs of the district.

## ARTICLE 18

### **CONTINUOUS IMPROVEMENT**

18.1 The Board and the Association agree that giving staff members and community increased responsibility for sharing decisions fosters the collegial exchange of ideas necessary for effective professional practice and enhancement of learning.

In support of continuous improvement planning, management of the district will develop procedures for planning and decision making which engage administrators, teachers, support staff, parents, community members and students when appropriate in planning, gathering and analyzing data, proposing, implementing, evaluating solutions and making decisions in the best interest of the individual school. This procedure will be replicated at the building level to develop continuous improvement plans and ensure teachers share in the making of decisions which directly affect them. Development of Continuous Improvement Plans as required by the state is intended to facilitate the school-based planning process and support student achievement and success.

Each school will submit to the superintendent an annual Continuous Improvement Plan no later than thirty (30) days before any state-imposed deadline. This plan must be the result of a collaborative planning process with staff and community endorsed by a majority of all staff from the school before being submitted to the superintendent, provided that if a plan is not agreed upon and within the time frame set forth in the preceding sentence, and the state requires a plan, the superintendent may then establish the plan. If a majority of members of the staff are not supportive of the School Development Plan, they are encouraged to resolve their differences at the building level. If resolution of the concerns is not possible at the building level, the staff member(s) may file a request for review by the Shared Solutions Committee before the Continuous Improvement Plan is implemented.

In support of the Continuous Improvement Plan process, the Board and the Association agree to review all school development plans which contain provisions which require a change in Board policy or in the Master Agreement by the Shared Solutions Committee.

If a waiver from the Board's policies and rules is recommended by the Shared Solutions committee, the waiver request must be submitted to the superintendent and the Board of education for denial or approval. If a waiver of an article or provision in the Master Agreement is recommended by the committee, the Association and the Board must officially approve or disapprove the waiver request.

Waivers of Board policies and the Master Agreement expire annually and must be renewed according to the described procedure. School-based decisions which vary from the Master Agreement shall not be considered past practice for purposes of determining the intent or meaning of the Master Agreement.

## 18.2 21<sup>st</sup> Century Renewal Planning Process

School-wide planning process and support of student achievement and success are the hallmarks of the 21<sup>st</sup> Century Renewal process. The Board and the Association agree that giving staff members, parents and community increased responsibility for sharing decisions related to the improvement of instruction fosters the collegial exchange of ideas necessary for effective professional practice and the enhancement of learning, to best meet current and future student needs.

The district will develop procedures for renewal planning and decision making at the building level which engage administrators, teachers, support staff, parents, community members and students when appropriate in planning, gathering and analyzing data, proposing, implementing, evaluating solutions and making decisions in the best interest of the individual school. Such procedures will provide a means by which innovative programming and procedures may be proposed, reviewed and implemented at the building level. These procedures will be replicated at each building to ensure teachers share in the making of decisions which directly affect them.

Any school-wide plan must be the result of a collaborative planning process with staff and community approved by the building principal and by new fewer than two thirds (2/3) of all staff from the building in a secret ballot election administered by the Association and the Superintendent/designee. If fewer than two-thirds (2/3) of the members of the staff are not supportive of the Plan, they are encouraged to resolve their differences at the building level.

If the building approved plan includes provisions inconsistent with the requirements of the Master Agreement, those provisions must be approved by the Superintendent and Association Executive Board prior to implementation. If approved, the approval shall remain in effect for the remainder of the term of the Master Agreement as a Memorandum of Understanding, but will be subject to negotiations for the successor Master Agreement. The Board will also review all school renewal plans containing provisions which are inconsistent with Board policy and consider waiver of such policies in connection with the school improvement plan.

In support of the 21<sup>st</sup> Century Renewal process, representatives from each building will meet regularly with the Executive Director of Leadership and improvement for the purpose of communication and sharing of innovative ideas.

Any waiver of the Master Agreement not approved as provided herein may not be implemented, but the party refusing approval will provide a reason for the disapproval to the building principal. School based renewal plans which vary from the Master Agreement shall not be considered past practice for any purpose.

## ARTICLE 19

### **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

#### 19.1 Purpose

A Local Professional Development Committee (LPDC) shall be established to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute. In general, the LPDC will oversee and review professional development plans for course work, continuing education units and other equivalent activities that are to be used for license/certificate renewal as specified in the law.

#### 19.2 Committee Composition and Selection

- (a) The committee shall be comprised of nine (9) members as follows:
  - (i) one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher, one (1) special education teacher and one (1) teacher at-large.

- (ii) one (1) elementary principal, one (1) middle school principal, one (1) high school principal and one (1) district administrator.
- (b) The five (5) teachers shall be appointed by the Association. The four (4) representatives of the administration shall be appointed by the superintendent.

### 19.3 Term of Office

The term of office for members serving on the committee shall be three (3) years.

- (a) Two teachers shall be appointed for a two (2) year term and three teacher members shall be appointed for a three (3) year term. Two (2) administrators shall be appointed for a two (2) year term and two administrative members shall be appointed for a three (3) year term. Each appointment, if renewed, shall be for three (3) years.
- (b) Replacements shall be appointed no later than May 15 of each school year.
- (c) Terms shall run from July 1 to June 30.
- (d) Committee members unable to complete their term may withdraw by notifying the LPDC chairperson in writing. A replacement shall be appointed by the Association or the Superintendent, respectively, and the replacement shall serve out the term of the resigning member.

### 19.4 Committee Officers

At its initial August meeting the LPDC shall elect a teacher and an administrator to serve as co-chairs to serve a one-year term. A secretary will be elected to serve a one year term.

- (a) The responsibilities of the co-chairs are to conduct LPDC meetings, communicate information to the members of the LPDC, represent the LPDC at meetings of other stakeholder organizations and ensure vacancies on the LPDC are filled in accord with the selection guidelines.
- (b) It is the responsibility of the secretary to maintain and distribute minutes of action taken during LPDC meetings, make public a notice of the LPDC meeting schedule and notify applicants of acceptance/resubmission/denial status of individual professional development plans and/or proposals for credit.

### 19.5 Committee Responsibility

The committee's responsibility shall include, but not be limited to, approval of individual professional development plans to be used for license/certificate renewal. The committee

shall also have the responsibility for preapproval of all activities, CEU and course work that is to be used for license/certificate renewal.

The LPDC shall have no authority to make any decision contrary to any provision of the Negotiated Master Agreement. The LPDC shall have no authority to make any decision requiring the expenditure of funds without the prior approval of the Superintendent.

#### 19.6 Meetings

The LPDC shall meet once monthly and at other times as it may determine, adopt such policies as are required by law for providing notice of meetings of committees of public bodies and comply with the laws governing the operation of such committees.

- (a) A quorum shall consist of no less than 4 members appointed by the association and 3 members appointed by the superintendent.
- (b) Additional meetings may be convened by a quorum of the committee members.

#### 19.7 Decision Making

- (a) Decisions shall be made by a majority vote of the committee members present.
- (b) In the event of a tie vote, the issue will be considered at the next meeting.
- (c) Voting records shall be recorded as accepted, returned for clarification, or denied.

#### 19.8 Training

Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functions and legal requirements of the LPDC. Such training will be on release time, if possible, and shall be subject to professional leave.

#### 19.9 Compensation

LPDC members shall be paid \$1,500 per year for committee work. Committee members shall submit a voucher by June 1 of each year indicating completion of the year's work.

#### 19.10 Appeals Process

The LPDC shall, by majority vote of its membership, establish an appeals process in its Plan of Operation. The appeals process shall comply with all laws and regulations governing the operation of the LPDC. Appeals shall be submitted in writing to the LPDC within ten (10) contract days after receipt of the denial.



19.11 Plan of Operation

The LPDC shall develop all necessary forms, guidelines, operating procedures and publications necessary to implement the functions required by Section 3319.22 of the Ohio Revised Code and this Master Agreement. Individual Professional Development Plans (IPDP) submitted by administrators to the LPDC shall be reviewed by majority of administrators on the LPDC. The Plan of Operation and any future amendments to the Plan must be approved by both the superintendent and the WEA president.

19.12 Professional Advancement Credit Program

The LPDC shall assume and perform the duties of administering the Professional Advancement Credit Program as provided in Article 16.1.

ARTICLE 20

**PROFESSIONAL DEVELOPMENT ADVISORY COUNCIL**

20.1 Purpose

A Professional Development Advisory Council (PDAC) shall be established to advise the district on professional development opportunities. The purpose of the PDAC is to ensure that appropriate professional development opportunities exist and all members are apprised of and encouraged to participate in continuing growth activities.

20.2 Council Responsibilities

The PDAC shall act as an advisory group to identify professional development needs, to develop timelines for implementation, to identify procedures for communicating professional development opportunities to staff, and to review, evaluate, and recommend modifications to professional development practices in the district. In doing so, the PDAC shall provide support for:

- (a) Coordination of professional development activities of all district programs
  - (1) The district's Continuous Improvement Plans
  - (2) The district's Strategic Plan, "Focus on the Future"
  - (3) Teaching and Learning professional development
  - (4) The district's professional staff member evaluation plan
  - (5) Individual Professional Development needs
- (b) Collaboration with the Worthington Professional Development Committee to assure programs meet professional staff member needs and the requirements for licensure, CEUs and PACs.

- (c) Collaboration with outside agencies to provide professional development programs that meet district, school and individual needs.
- (d) Assessment and review of all professional development programs offered to assure quality.
- (e) Quality assurance of facilitators presenting professional development programs to assure the utilization of effective teaching models and adult learning research.
- (f) Collaboration at school sites for professional development
- (g) Preparing classroom teachers with the knowledge and skills to address the needs of students with disabilities

20.3 Council Composition and Selection

The PDAC shall be comprised of 10 members, 5 bargaining unit members who shall be selected by the Association and 5 administrative members who shall be selected by the Superintendent.

20.4 Release Time

Each bargaining unit member serving on the PDAC shall be provided release time to a maximum of six half-days each school year. All work performed by the PDAC outside the contracted day shall be paid at the workshop rate.

ARTICLE 21

**MENTORING PROGRAM**

21.1 Entry Year and New Teacher Orientation Program

The Board and the Association agree to the formation of the Mentoring Program. The Mentoring Program shall include the following:

21.2 Purpose

The purpose of the Mentoring Program is to provide a program of positive formal support to foster professional growth to beginning members and to members who are new to the district, members on intensive intervention and members assigned to teaching positions they have not requested. The Mentoring Program does not replace the employment evaluation.

### 21.3 Mentoring Program Committee Structure

The Mentoring Program Committee (“the Committee”) shall consist of five (5) members appointed by the Association President and four (4) administrators appointed by the Superintendent. The Committee chairperson shall be a bargaining unit member.

A quorum of the Committee shall consist of no less than four (4) members appointed by the Association President and three (3) administrators appointed by the Superintendent.

The Committee shall determine when and where it shall meet and the number of meetings necessary to fulfill its purpose. After the Mentoring Program is created, the Committee shall meet (1) to organize the Mentoring Program for each school year, (2) to assess progress of the Mentoring Program, and (3) to assess performance of the Mentoring Program at the conclusion of each school year.

The Committee shall operate in accordance with the Teacher Education and Licensure Standards of the state, Ohio Department of Education Guidelines, and all other applicable laws and rules.

### 21.4 Mentor Coordinator

The Board shall select and appoint a Mentor Coordinator, provided that this appointee shall be a bargaining unit member unless the Committee determines otherwise.

### 21.5 Compensation

Mentor committee members shall be compensated \$500 for work performed.

Mentors for staff members included in the Entry Year Program per state licensure guidelines shall be given a contract for the amount of \$1,000.

Mentors who are offered to and accepted by staff members who are on intensive intervention or who have been transferred to positions they have not sought and for other staff members who are new to the Worthington Schools shall be given a contract for the amount of \$375.

### 21.6 Mentors

The Committee shall recommend the criteria for selection of a member as a mentor, provided that it is agreed that included in such criteria when implemented shall be a requirement that a member has been employed in the district for a minimum of three (3) years. The committee shall consider the recommendations of the principal or supervising administrator.

21.7 Selection Process for Assignment of Mentors to Mentees

The Committee shall select the mentors each year and determine the most appropriate assignment of mentors to mentees. Each mentor shall be selected and assigned by a minimum vote of six committee members. The Committee shall determine the process by which the mentor or mentee may request a change in assignment.

21.8 Training and Release Time – Mentors and Mentees

The Committee shall determine the training (a) for Committee members necessary to establish and maintain an effective Mentoring Program and (b) for all mentors, including components of Pathwise or an equivalent observation system, and, contingent upon the approval of the Superintendent, the Board shall provide necessary release time for such training during the contractual year and pay for any cost involved in such training.

A mentee shall be provided coordinated release with his/her assigned mentor. This release time for the mentor and mentee shall not be less than three (3) days per year, and the days may be used in either half days or full days.

21.9 Accountability and Review

The Committee shall determine an accountability plan for the Mentoring Program that includes reporting of mentoring activity at least quarterly, demonstrating to the Committee and the Mentor Coordinator compliance with state and district requirements.

The Committee shall further develop an evaluation process for the Mentoring Program that occurs annually to assure compliance with state and district requirements.

21.10 Confidentiality

Mentors shall communicate directly with the mentee and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the mentee shall be confidential information.

No mentor shall participate in any informal or formal contractual evaluation of a mentee.

No mentor shall be directed, required, or requested to make any recommendation regarding the employment of a mentee in the Mentoring Program.

21.11 Mentoring Program Content

The Committee shall develop the Mentoring Program content for summer orientation and throughout the school year.

21.12 Contractual Evaluation

The Mentoring Program shall not replace the employment evaluation. Evaluation of mentees shall be conducted in accordance with district evaluation procedures.

No adverse employment action shall occur solely as a result of the beginning teacher failing to successfully complete the Entry Year Program.

21.13 Implementation

The Mentoring Program developed by the committee shall be subject to budget constraints as determined by the Board.

ARTICLE 22

**LENGTH OF CONTRACTUAL YEAR**

22.1 Length of Contractual Year

The length of a member's regular contractual year will be no more than one hundred eighty-five (185) days. New member orientation meetings are exempt from this provision.

The first and second days of the 185-day contractual year shall consist of four four-hour blocks of time. One block shall be dedicated to District-wide activities, one block to building specific activities and two blocks to individual teacher planning and preparation.<sup>9</sup> The Administration shall determine when this time will be scheduled during these two days.

Except for those days which may be waived in keeping with any applicable law and/or state regulation, members are to be at designated site(s) and performing assigned professional duties each day of the adopted or revised school calendar unless on an approved leave.

Any exceptions to individual members' schedules shall be made in writing by mutual agreement of the Superintendent/designee and Association.

22.2 Extended Day for Professional Development

The Board may require each member to work one extended day beyond the 185-day school year. The purpose of this workday shall be for professional development. If the

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<sup>9</sup> This provision shall be first effective for the 2006-07 school year.

Board intends to add this extended day, the Board shall notify the WEA president at least one year in advance of when the extended day is scheduled to occur. This extended day shall be contiguous to or within the contract year. The compensation for this day shall be the per diem rate for each member based on a 185-day school year.

### 22.3 Time for Student Evaluation

At the end of the first and third grading periods, members shall be provided two hours of early release or late arrival time without any teaching or student responsibility for the purpose of completing student evaluations. The length of the early release or late arrival time may be shortened if there is a need to meet state minimum guidelines for counting instructional days.

At the end of the second and fourth grading periods members shall be provided one full day without any teaching or student responsibility for the purpose of completing student evaluations.

The time above is to be used at the discretion of the member, provided that student evaluations are being completed by the member in a timely manner.

### 22.4 Professional Collaboration Time

As used in this provision, Professional Collaboration Time (“PCT”) means planning for enhancements to the educational programs of specific students or groups of students by two or more teachers working together. The Association and Board recognize that improvements in student educational opportunities can result from Professional Collaboration Time (“PCT”) and pledge to seek mutually beneficial ways to increase the amount of PCT within the school schedule. In furtherance of these efforts the Association and Board will work cooperatively to increase the amount of PCT within schedules for instructional level building level and grade level within the District, such efforts to be guided by recognition of the goals to be achieved as follows:

- Instructional contact time is a significant value to be preserved to the fullest extent possible.
- Professional staff abilities can be used to greater advantage in instructional settings as opposed to pupil control and building monitoring activities.
- PCT should be scheduled within the school day to the extent feasible, but may occur at other times outside the school day.
- PCT scheduling should be tailored to the educational needs of schools at each instructional level: elementary, middle and high schools.
- PCT scheduling should be tailored to the individual needs of each building and need not be identical for each building.
- Prior to implementation, any PCT schedule must be approved by the Association and Board, or their designated representatives.

Beginning with the 2008-2009 school year a PCT committee consisting of six (6) members appointed by the Superintendent and six (6) members appointed by the Association President with two (2) members representing each instructional level (elementary, middle school and high school) shall meet to consider District, educational area and building PCT schedules for the 2009-2010 school year and thereafter. Any PCT schedule implemented during the 2009-2010 school year shall be in the nature of a pilot program subject to modification during the year as needs require. Thereafter, it is contemplated that a PCT schedule meeting the goals of this Article will be implemented throughout the District. A goal of at least twenty hours of PCT per year should be achieved whenever possible, consistent with the guidelines above. In formulating PCT schedules, the PCT Committee shall consider the following as potential means of developing PCT schedules:

- The possibility of scheduling study hall periods at the beginning and end of the school day, with some staff using that time for PCT.
- The use of time formerly dedicated to the Fall Institute, distributed over the school year or a portion of the school year and used for PCT.
- Scheduled late start/early dismissal times.

The PCT committee shall also develop recommendations as to how members can use collaboration time.

Upon approval by the Board and Association, revisions to the school calendar, as provided in the PCT schedule will be incorporated into the District calendar for years beginning with the 2011 school year and thereafter.

## ARTICLE 23

### **LENGTH OF TEACHER DAY**

- 23.1 The Board will not increase the length of the present teacher work day without providing proportionate compensation to those affected members. However, the Association recognizes that members have traditionally been required to perform some duties beyond the established work day, that members will continue to perform such duties and that an individual's schedule will not be adjusted beyond established district practices.
- 23.2 Student contact time for elective teachers at the middle school will not be scheduled to exceed 300 minutes per day.
- 23.3 The number and length of meetings will be a site decision, reached jointly by staff and administrators. If a mutually agreeable decision cannot be reached, the superintendent will review the situation and make recommendations. Nothing in this article shall preclude an administrator from calling an emergency meeting of building staff.

#### 23.4 Assignment of Duty Periods

The Board and Association acknowledge that certain non-instructional duties are necessary components of each school day, and that those duties, to the extent that they are required to be performed by the instructional staff, should be allocated fairly and in a reasonable fashion. Beginning with the 2009-2010 school year, each building principal shall develop a list of duties and a duty schedule in collaboration with a committee of bargaining unit members in the building. Duties will be assigned with a building by first considering those bargaining unit members willing to volunteer for the duty. Such opportunity will be provided the instructional staff prior to duty assignments. If no one volunteers for a necessary duty, that duty will be assigned.

#### 23.5 High School Class Assignments

High School teachers who volunteer and are accepted to teach a 6<sup>th</sup> period during the school day will receive a supplemental stipend of \$5,000.00 for each full year in which a six-period teaching assignment is maintained. If the member does not teach 6 periods for an entire year, the stipend will be pro-rated for that portion of the year in which 6 instructional periods were taught. Volunteers for 6<sup>th</sup> period instruction should express their intent no later than April 15 prior to the school year in which the services will be provided. When potential 6<sup>th</sup> period are available, the administration shall contact volunteers to accept or reject the opportunity to teach a 6<sup>th</sup> period.

### ARTICLE 24

#### **EXTRA-CURRICULAR ASSIGNMENTS**

All members shall be assigned no more than three extra-curricular assignments per school year. Before assignments are made, each member will be given the opportunity to select the extra-curricular assignments he/she prefers.

### ARTICLE 25

#### **ELEMENTARY PLANNING TIME**

The district will use its reasonable best efforts to schedule a daily planning period for each elementary classroom teacher (excluding counselors, psychologists and nurses) to take place within the pupil day. The planning period will be equivalent to a related arts class period in the building.

In place of daily planning time, pre-school teachers are provided with a half-day planning to be used at their discretion each week on the non-instructional day (Monday or Friday) that is scheduled into the preschool program. The remaining half-day of planning is provided to preschool teachers to allow them additional time to meet the unique requirements of the



preschool program, including home visits, parent conferences, preschool site visits, IEP responsibilities as related to the needs of parents and families. The Association and administration will continue to investigate alternative ways of providing daily planning time to preschool teachers. Until a new, mutually acceptable schedule is developed, the half-day of teacher-directed planning time each week will continue to be provided to all preschool teachers.

## ARTICLE 26

### **PART-TIME EMPLOYEE EXPECTATIONS**

Part-time members shall be given the opportunity to discuss expectations of their assignments. A form will be developed and used for the discussions with the part-time staff member. The form will be given to and discussed with the job offered at the time of conditional offer of employment. The form will be completed by the building principal and discussed between the building principal and the part-time member the first week of each school year. The form will include the following areas of discussion:

- (1) The expected arrival and departure times for the part-time staff member.
- (2) The participation of the part-time member in staff meetings. Part-time traveling members will normally attend staff meetings in the building where they end their contract day. If staff meeting attendance poses an unreasonable expectation for the part-time member, arrangements will be defined for the member to obtain staff meeting information through a designated contact person.
- (3) The expectation for specific duty assignments. Part-time staff members with a 0.5 or greater contract may be assigned a duty period.
- (4) The expectations for participation in parent/IEP conferences.
- (5) The expectations for interaction with students beyond the part-time member's contract day.
- (6) The part-time member's opportunity to advance on the salary schedule. A part-time member who has a 0.6 contract should refer to Article 44.6(b) for salary schedule advancement opportunity.
- (7) Any other unique aspect of the assignment.

A copy of the completed form, along with the signatures of the principal and part-time staff member, will be retained in the member's personnel file.

## ARTICLE 27

### **TRAVELING TEACHER**

An effort will be made to schedule members who are required to travel between two or more buildings in a given school day in such a manner that sufficient time will be allotted so that members are not required to leave a class in session to teach a class in another building.

Efforts will be made to provide adequate working space and the resources needed for teaching preparation. Information such as schedule changes, announcements, staff meeting minutes, etc., shall be provided. Members who must use lunch or preparation time to travel will not be assigned duties.

## ARTICLE 28

### **ACCESS TO WORK AREA**

- 28.1 Upon the request of each member, reasonable access to all work areas in the member's assigned building(s) shall be granted for the completion of teaching assignments in accordance with the provision of 28.3.
- 28.2 Access key(s) to the building(s) and work areas shall be provided for the use of the buildings or work areas in accordance with the provisions of 28.3 below. The intent of this provision is to provide a system in every building for reasonable access to buildings for each member in accordance with 28.1 above. It is not the intent of this provision to alter current access procedures in buildings where an adequate system is already in place.
- 28.3 Having access to the building carries with it the responsibility for maintaining security at each entrance/exit and area used. In addition, the parties agree that the Board may be required to restrict or prohibit access to particular buildings or work areas for reasons of security, health, safety, emergencies or required work which must be performed. If the member fails to demonstrate responsibility all rights and privileges granted by this Article for that particular member may be revoked.

## ARTICLE 29

### **FACILITIES**

- 29.1 Each member shall have access to a private phone for making calls to parents, provided, that by March 31, 2002, staff in each elementary and middle school building shall have access to two (2) private telephones for such use.
- 29.2 Each handicapped member will be provided a designated parking space.

- 29.3 Work space for the purpose of teacher planning/preparation and grading will be provided.
- 29.4 When problems develop in the operation of a facility, the building administrator will notify Plant Operations immediately. If the problems are not dealt with in a timely manner, the Association building representative should notify Plant Operations directly.

## ARTICLE 30

### SCHOOL CLOSING

- 30.1 When the Superintendent/designee of the Worthington Schools declares system-wide closing of school, members shall be notified as early as possible, and shall not be required to report.
- 30.2 The administration/building administration shall distribute a notification process for each building annually by September 30.

## ARTICLE 31

### CLASS SIZE

The process for student placement shall be collaborative between members and their building Administrators. In an effort to encourage equity among members, the number of special needs students that members have had in previous years shall be an important consideration when placing students. This collaboration shall be on-going and after the start of the school year a review of student placement shall occur by September 30<sup>th</sup>.

The Board will endeavor to adhere to its class size guidelines; however, these guidelines are not subject to Article 13 nor may a member seek legal recourse to enforce said guidelines. The Board and the administration reserve the right to deviate from the guidelines because of the unavailability of physical facilities or for other good and sufficient reasons.

## ARTICLE 32

### LEAST RESTRICTIVE ENVIRONMENT

#### 32.1 Definitions

As used in these guidelines, “a student with a disability” is one identified as an individual with disabilities under the Individuals With Disabilities Education Improvement Act (IDEIA) or Section 504 of the Rehabilitation Act of 1973 and for whom an individualized educational program (IEP) or Education Plan has been or is in the process of being developed. “Mainstream” means the process of delivering educational services to a

student with a disability in a regular education setting. “Regular education teacher” means, in the case of a student with a disability who has been mainstreamed, the regular education instructor (or instructors) having responsibility for the delivery of the educational program or services to the mainstreamed child.

### 32.2 IEP Development and Administration

Members directly involved in the delivery of special education programs, whether in the regular education setting or in the special education setting, shall attend IEP conferences consistent with state and federal regulations. Members not otherwise required to attend, but who wish to attend and who have some educational responsibility for the student who is the subject of the conference, should make that wish known to the appropriate building administrator prior to any scheduled conference date. While the schedules of individual members will be taken into consideration in the scheduling of IEP conferences, such conferences must be scheduled at times convenient to the parents and students involved.

The district recognizes that special mandates related to federal IDEIA and Section 504 of the Rehabilitation Act can have a serious impact on the time of members and further recognizes that often parental availability is limited to after the contract work day.

Members responsible for the implementation of education programs for students with a disability will be provided with copies of the IEPs for those students. Consistent with the requirements of State and Federal regulations governing the education of students with disabilities, any member with primary responsibility for the education of a mainstreamed student with a disability may request an IEP conference to address issues regarding the appropriateness of the program or placement of such student.

Members who are responsible for the writing of IEPs shall be provided a minimum of fifteen and a half (15.5) hours of release from their normal teaching workday. Additional time may be provided according to district guidelines for such responsibilities.

### 32.3 Training

The district periodically offers in-service programs dealing with the education of students with disabilities. Members are encouraged to attend and participate in those programs. In federal and state law under “requirement with respect to regular education teachers (case 3301-51-07 (L)(1)(c)(ii)), it states that the IEP team is required to identify “supplementary aids and services, program modifications, and support for school personnel consistent...” “Support” as specified in this rule includes training for regular and special education teachers and related services that are needed to meet the needs of the student and to implement the student’s IEP. Training needs may be considered by the IEP team. If the IEP team determines that training for any staff implementing the IEP is necessary, the specific training needs are written on the IEP under Step 5: Identify Services.

Members who serve students with unique needs are encouraged to utilize facilitated professional collaboration time (per Article 22.4) to share appropriate instruction and intervention strategies to meet student needs.

#### 32.4 Special Health Care Needs

The Board and Association acknowledge that certain students with disabilities may be required to be educated in regular education classrooms. Such students may, as a result of their disabilities, require special care or medication during their attendance in the regular education classroom. It is the intent of the parties that persons who are assigned responsibility for providing necessary care or medication for such students shall be trained in the delivery of such care or medication. Trained non-teaching staff will be assigned to provide such care or medication. In the event that non-teaching staff are not available, voluntarily trained teaching staff may be required to provide such care on an emergency basis. Unless otherwise required by an IEP, medication for students with disabilities shall be administered in accordance with the District's policy governing the administration of medication for students.

#### 32.5 Class Size and Pupil Assignment

Assignment of students with disabilities to regular education classes will take into account such factors as the needs of the student with disability, the needs other students in the class, the concerns of the regular education teacher, the number of students in the class and the physical location and facilities available to the classroom. This is an ongoing collaborative process. However, the educational needs of the students must remain the primary consideration.

#### 32.6 Evaluation

The effect of the placement of a student with a disability will be taken into consideration in the performance evaluation of the member. Student attainment of IEP goals and objectives will not be considered in the performance evaluation of a member, provided that the member has fully implemented the IEP for that student.

#### 32.7 Communications

A flow chart for accessing support regarding the implementation regarding Intervention Assistance Team (IAT), a regular education intervention process, and IEP procedures will be made available to all members.

#### 23.4 Requests for Additional Support

Members who serve students who have not been identified as special education students in accordance with IDEIA will utilize the Intervention Assistance Team (IAT) process in accordance with district policy to initiate the appropriate student evaluation and intervention strategies. When there are emergency needs, the IAT process will be

expedited to the extent possible. Members who are responsible for serving identified special education students will follow appropriate IEP review process for student intervention. In either case, members who believe they are in need of additional support because of the severity of the learning or behavioral needs of their students are encouraged to communicate their concerns with their building administrator. The administration will respond to such concerns in a timely manner.

If, after attempting to resolve such concerns by working informally through the administration, a member believes his or her needs for support are not being met, the member is encouraged to contact the Association president and, if necessary, initiate the Professional Concern process as stipulated in Article 8. Nothing in this Article shall imply permission to violate the confidentiality of individual student information as guaranteed under applicable federal and state statute.

### 23.5 Intervention Assistance Team

Each Elementary building shall have at least one Intervention Assistance Team (IAT) consisting of up to seven (7) bargaining unit members. Each bargaining unit member on the IAT shall be compensated \$500 per year.

## ARTICLE 33

### **PERFORMING INSTRUCTION**

All instruction shall be planned and performed by certified bargaining unit members with the exception of occasional small group instruction performed by instructional aides under the supervision of a teacher.

## ARTICLE 34

### **NOTIFICATION OF ASSIGNMENT**

At the elementary level (K-6), members will be notified if a change is made in their building and/or grade level and/or special area assignment<sup>10</sup> for the forthcoming school year. At the secondary level (7-12), members will be notified if a change is made in their building and/or subject area and/or special area<sup>11</sup> assignment for the forthcoming school year. Such notification will be made by June 30.

If a change becomes necessary after June 30, members affected by said change will be notified at the earliest date possible.

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<sup>10</sup> Special area refers to elementary staff members not assigned to a specific grade level.

<sup>11</sup> Special area refers to secondary staff members not assigned to teach a subject area(s).

Members shall give written notification to the Director of Personnel and the building principal or supervisor of the address and telephone number where they can be contacted during the summer months if that address or telephone number is different from their residence as listed in the directory.

## ARTICLE 35

### JOB OPENINGS AND ANNOUNCEMENTS

- 35.1 As soon as the administration determines that a job opening<sup>12</sup> exists within the bargaining unit, all members shall be notified of such job openings using the following procedure:
- (a) During the regular school year, job announcements shall be posted in each building and on a designated bulletin board(s) or on the District's Job Notice Web site. During the summer months in which regular school is not in session, job announcements shall be posted on the designated bulletin board at the administrative office building or on the District's Job Notice Web site.
  - (b) Members who are on leave or RIF status who want copies of job announcements mailed to them shall notify the certified personnel office in writing and such notices will be mailed.
- 35.2 The written description in a job announcement will indicate the following:
- Full-time or less than full-time
  - Date of posting
  - Certification requirements
  - The approximate date when the contractual duties of this position begin
  - The expected building assignment and grade level
- 35.3 If a job opening is determined to be caused by a member taking a leave of absence or a position on special assignment, the job announcement shall include a notation that the position may be temporary. All subsequent candidates for similar positions in that area of certification will be notified of the potential that they may be affected by the return of that member.
- 35.4 No action shall be taken to fill a job opening in the bargaining unit until such job opening has been posted for five (5) days, excluding weekends and holidays, except during the summer when said time limit shall be ten (10) calendar days, excluding holidays. Job openings occurring within fourteen (14) calendar days of the start of school year will be posted but said timelines for filling the positions do not have to be adhered to during this time. Similarly, if a resignation occurs between July 1 and July 10, action may be taken

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<sup>12</sup> A job opening determined by the administration may result from a vacancy due to a leave of absence, death, resignation, retirement, termination, or non-renewal; the redesigning of a job; or the creation of a new position.

to fill the position without regard to established timelines (for that time period only), provided that notification of the opening has been made to all qualified and interested parties. Interest shall be determined by the member's online application through the District's job Notice Website and electronic notification of all pertinent openings will occur with an active application.

- 35.5 If a job is posted and the administration determines not to fill the vacancy, the Association President or designee will be informed of such determination.

## ARTICLE 36

### **PERFORMANCE CONTRACTS**

Notice of each Performance Contract shall be provided in advance by e-mail to members including specific location and title of each posted performance contract. Contract specifications shall be posted on the Portal. Each posting shall include a description of the project and its anticipated objectives, a statement of minimum qualifications, an initial estimate of the pay for the Performance Contract, a tentative deadline for project completion, and a time for recipients to reply to indicate interest.

Notification of Performance Contracts for service on District Committees shall be made by the body having appointing authority. The Association shall notify its members of the opportunity to serve as Association appointees on the Worthington Professional Development Committee, Professional Development Advisory Committee, Shared Solutions Committee, Mentoring Program Committee, and any other contractually-created committees for which the Association and/or Association President is responsible for appointing members. Notification may, but is not required to be made by District e-mail.

Nothing herein shall make any failure to comply with the provisions of the foregoing paragraph grievable under Article 13 or otherwise subject to challenge except as and unless it be shown that there has been and continues to be a clear pattern and practice of such failure, which clear pattern and practice has previously been brought to the attention of the administration without good faith effort for prospective correction.

## ARTICLE 37

### **TRANSFER AND REASSIGNMENT PROCEDURES**

#### 37.1 Definitions

- (a) A "reassignment" is a change in the assignment of the member which does not include a change of location from that of the previously held position (e.g., a change in grade level within an elementary school or a change in teaching area/subject at a secondary building).



- (b) A "transfer" is a change in the location to which a member is assigned (e.g., a change from one middle or elementary school to another or a change from one high school to another or Linworth, or the converse).
- (c) As used in Articles 37 and 14 "Seniority" means the longest period of continuing employment (including approved leaves of absence and time spent in a RIF status) beginning with the date the Board of Education initially approved the issuance of a contract to a member. Seniority is not interrupted if the member is in the employ of the school district on both the last day of a school year and the first day of the following year.

If two (2) or more members are equal in seniority, the following criteria will be applied in numbered sequence until the tie is broken. The more senior member is:

- (1) The one who has a continuing contract.
- (2) The one who has the greater number of years (including approved leaves of absence and time spent on a RIF status) under that continuing contract.
- (3) The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or chartered schools.
- (4) The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.
- (5) After the above methods have been exhausted and a tie still exists, a draw will be utilized to break the tie.

### 37.2 Procedures

- (a) The procedures governing reassignment of members will be those set forth in administrative procedures established by the Superintendent.
- (b) The procedure governing transfer of personnel in conjunction with the opening of a new building will be those set forth in administrative procedures established by the Superintendent.
- (c) All other voluntary and involuntary transfers will be governed by administrative procedure and sections 37.3 and 37.4 below.

### 37.3 Voluntary Transfers

- (a) Members possessing certification for a job opening may make written application for a transfer to such position to the Superintendent or his/her designee within the posting time limits set forth in Article 35.

- (b) The member who has made written application in a timely fashion for a transfer to the position, who possesses certification for the position and who has the greatest seniority will be given first consideration for the transfer. In all cases of making transfers, the Board and the Association agree that transfers are to be made in the best interest of the school district and this will be the overriding consideration as determined by the administration. If the most senior member who applied is denied the transfer he/she shall be granted a post-transfer conference if requested. At such conference, the member may be given the reasons why he/she was not granted the transfer. Such reasons will not otherwise be used to the detriment of that member. The reason(s) and the judgment upon which the reason(s) is [are] based shall not be subject to Article 13 or Article 8.

#### 37.4 Involuntary Transfers

If the provisions of Section 37.3 of this Article do not succeed in filling a job opening, the administration will consider each of the following steps before involuntarily transferring or reassigning a certified member:

- (a) Employing a new teacher to fill the job opening.
- (b) Increasing the contract of a part-time member who is certified, qualified.
- (c) Principals ask for members who may be interested in volunteering to transfer.
- (d) Consider involuntarily transferring or reassigning the least senior member that is certified in the affected certification area. In event the least senior member(s) is not assigned, reasons will be given to the Association president.

If the above considerations are not feasible, an involuntary transfer or reassignment of a member will be made in the best interest of the school district. No member involuntarily transferred shall have to participate in more than one interview session before being placed. A conference will be held between the member and the Superintendent or Superintendent's designee concerning an involuntary transfer or reassignment. A written notification of an involuntary transfer or reassignment shall be delivered to the member following said meeting. The Superintendent will have the final authority to make all involuntary transfers and his/her decision shall not be grievable. However, compliance with the procedural requirements of this section is subject to the grievance article.

#### Transition Plan

In the event of an involuntary transfer or reassignment, the member shall be provided the opportunity to meet with the Director of Human Resources, Association President, and appropriate building administrators to discuss a transition plan and resources that are needed to help ensure the success of the member in the new assignment. The Director Human Resources or designee and the Association President shall conduct a quarterly

follow-up with the member and receiving building administrator, as requested, to monitor the progress of the transition.

The Association President and administration shall develop a reference list of support services that may be offered to transferred or reassigned members.

37.5 Member Initiated Transfer.

A member seeking to transfer for the purpose of professional growth and renewal will be considered for a transfer. He/she will apply in writing to the certified personnel office. The member will be guaranteed an interview for the open position for which he/she is certified. The administrator of the receiving school may deny the request for transfer. If the request is denied, the administrator will provide specific written reasons for the denial relative to the applicant's job performance and/or qualifications.

37.6 Assignment of Staff in the Event of Building Closing or Reconfiguration

In the event of a building closing or reconfiguration, the Superintendent shall staff buildings by maximizing opportunities for voluntary transfers and minimizing involuntary transfers.

ARTICLE 38

**TEACHER ON SPECIAL ASSIGNMENT**

The position of teacher on special assignment has been established for the purpose of addressing specific needs of the district which are of a temporary nature. The position may be expected to exist for a period of from one (1) semester up to two (2) full years.

For the purposes of this contract, all provisions are deemed to apply to the position with the following exception:

Any member returning from special assignment in the district shall be assigned to the same position held, including the same building and subject area, prior to the special assignment unless the member seeks and obtains a new position elsewhere in the district.

The Superintendent/designee will annually notify any member on special assignment and the Association of the status of the assignment, including the member's rights under this article.

ARTICLE 39

**PERSONNEL FILES**

39.1 The personnel file of each member shall be maintained in the office of the Board.

- 39.2 A member shall have access to his/her personnel file upon reasonable request. A representative of a member shall have access to said member's personnel file when said member requests such access in writing. All access requests shall be made to the Superintendent or his/her designee.
- 39.3 All materials placed in the personnel file of a member shall include a notation of the date the item was placed in the file and the dated signature of the administrator placing the entry into the file. The member shall be given a copy of and the opportunity to sign items which are to be entered into his/her personnel file within five (5) working days after notification that such items are to be placed in his/her personnel file. The member's signature on personnel file items does not necessarily indicate agreement with the content. The signature is added to indicate that a copy of the material has been inspected by the member.
- 39.4 In the event of a request by a member of the general public to review the personnel file of a member, the Board will notify the member of the name and address of the person requesting the file review. Consistent with the right of the requesting person to inspect public records, the member whose file has been requested to be inspected, or his or her designee, shall have a reasonable opportunity to observe the inspection.
- 39.5 Items in a member's personnel file shall be accurate, relevant, timely and complete. If a member feels that an item is inaccurate, irrelevant, untimely or incomplete, he/she either may call for an investigation in accordance with Ohio Revised Code Section 1347.09 or may submit it to provisions of Article 13, but not both. If the member elects the investigation and he/she does not agree with the findings of said investigation, he/she shall have the right to attach a written statement of reply to the disputed item in his/her personnel file. Such right will not be afforded to a member who elects to submit a dispute arising from this Article to the grievance procedure (Article 13). If the member elects to submit a dispute to Article 13, the grievance or aspect of any grievance that concerns an administrator's exercise of his/her professional judgment in matters such as evaluation and observation may not be taken to Step IV. Moreover, an arbitrator is specifically prohibited from substituting his/her judgment from that of an administrator in matters of professional judgment.
- 39.6 All material to be placed in a member's personnel file shall be signed and, if applicable, shall include the name(s) of those who are the source of any material.
- 39.7 Unless as part of a settlement or arbitrator's award, information pertaining to disciplinary actions shall be removed after three (3) years from the date of the disciplinary action unless the member and the administrator who initiated the placement of the information in the file or the Superintendent agree to an earlier date.

39.8 Items in a member's personnel file are limited to the following:

- (a) Official transcripts of college or university work
- (b) Teaching certificate(s) or other certificate(s)
- (c) Observation/conference reports
- (d) Other official evaluation reports
- (e) Military records
- (f) Salary notices
- (g) Letters of merit
- (h) Signed letters of discipline or reprimand from the administration
- (i) LPDC information
- (j) Records from past experience from other districts
- (k) Fingerprint (background) checks
- (l) The highly qualified teacher worksheet prescribed by the Ohio Department of Education
- (m) Other items required by law or mutually agreed between the parties

39.9 Unless as part of a settlement or arbitrator's award, where non-removal would be contrary to law, or as provided in 39.7 above, no item shall be removed from the employee's personnel file without written consent of the employee.

## ARTICLE 40

### PAID LEAVES

#### 40.1 Sabbatical Leave

A member, upon written request to the Board, may be granted professional leave for up to one (1) school year. The request shall be submitted by April 1 of the preceding school year for which the leave is requested unless the Superintendent or his/her designee waives this requirement. Professional leave is designed to encourage the improvement of instruction, supervision and administration and may be granted in keeping with the following provisions:

- (a) To be eligible a member must have completed five (5) years of service in the Worthington School District.
- (b) The member shall submit a written plan of professional improvement prior to Board approval. Within sixty (60) days upon return from professional leave, the member shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.
- (c) Not more than two percent (2%) of the members shall be granted professional leave at a given time. Members requesting a professional leave will be notified as to the approval or disapproval of the leave no later than April 30th. All members

denied or approved will be informed of the decision prior to the distribution of the Board of Education's agenda. At the time of notification, the member will be notified of the amount of salary to which he/she would be entitled if not on leave.

- (d) The compensation received while on leave shall be one of the following options:
  - 1. The difference between the member's regular salary for the next school year and the salary of a teacher at Class 4 Step 0 at the time the professional leave commences with waiver of fringe benefits.
  - 2. The difference between the member's regular salary for the next school year and the salary of a teacher at Class 4 Step 3 at the time the professional leave commences and fringe benefits as stipulated in this section. The member who elects to maintain his/her fringe benefits may pay his/her portion through payroll deduction.
- (e) If the requested leave is not granted, an appeal may be taken to the Board, but such decision is not subject to the grievance procedure.
- (f) A year of professional leave shall count as a year on the salary schedule and for purposes of length of service in the district, which will count as employment/service for purposes of Article 14.
- (g) An additional professional leave may be applied for in accord with the prior provisions of this Article after an additional five (5) years of service in the district subsequent to the previous professional leave.
- (h) As a condition of being granted professional leave, the member must agree to teach in the Worthington System for a period of at least one (1) year upon returning from leave. Failure to do so will require the member to refund to the Board all payments received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said member was to have returned to duty. Such time limit may be extended by agreement of the Board with a request by the member to do so.
- (i) Members returning from professional leave will, where possible and in consideration of the best interests of the district, be returned to the same or similar assignment held prior to such leave. The member who is certificated/licensed in more than one area will, to the extent possible, be returned to a position in the same area of certification held prior to the leave.

#### 40.2 Professional Days

- (a) Members will be granted professional leave for attendance at conferences and participation in other professional activities in accordance with procedures

developed by the Superintendent/designee with input from a joint committee of the Professional Development Advisory Council on an annual basis.

To the extent possible, substitutes will be provided for all members whose request for leave complies with said procedures and those whose participation in an activity is required by the Superintendent/designee.

A copy of these procedures, including timelines, daily limitations, access to substitute availability for a specific date, and any other pertinent information will be supplied to all members with their opening day materials.

- (b) All building administrators will annually involve members in determining a plan for dividing professional days allocated to the building. The plan will be put in writing and distributed to members. The administrator's supervisor will review the plan annually.

#### 40.3 Professional Leave

A member in the position of President of the Worthington Education Association, upon written request to the Board, shall be granted professional leave for up to the equivalent of 185 contract days over the period of one (1) school year. The purpose of this leave is to perform work related to the Worthington Education Association.

The request shall be submitted by May 1 of the school year preceding the year for which the leave is requested, unless the Superintendent/designee waives this requirement, and shall include the proposed configuration of the 185 contract days.

For the year in which the leave is taken, the member shall receive the same salary and benefits, under the same conditions, as he/she would otherwise receive, with the following provisions:

- (a) Once a person is employed to replace the WEA President on leave, the Association assumes the obligation to reimburse the Board for the full amount of salary and benefits accrued for a Class III, Step 2 certified teacher. The Board and Association will annually review and discuss the level of reimbursement.
- (b) Said payment shall be made to the treasurer of the Board in semi-annual installments on March 31 and August 31 of each school year.
- (c) Notification shall be made to the Association of the amount due as soon as possible, but no later than August 1.
- (d) Every effort shall be made to replace the member on leave with an employee who is qualified and experienced in the area and do so in a manner which will provide consistent quality education for students.

The year during which professional leave is taken shall count as a full year on the salary schedule and for purposes of length of service in the district, which shall count as employment/service for the purposes of Article 14.

Upon completion of the leave, the member will be returned to the same position of full-time status held prior to the leave, including the same building and certification/license area, unless the member seeks, and is selected for, another position in the district.

#### 40.4 Sick Leave

A member shall be granted sick leave with pay in keeping with the following provisions:

- (a) Sick leave may be used for any absence of the member 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 member's immediate family.
- (b) Immediate family is defined as including husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or dependent living in the home of the employee. Sick leave may also be used, in addition to those listed above, for significant others with the pre-approval of the Superintendent/designee.
- (c) Unused sick leave shall have an unlimited accumulation, unless the member elects Plan Two under 40.4(i).
- (d) Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of sick leave used. Absence beyond one-half (1/2) day but less than a full day shall count as a full day of sick leave used.
- (e) Upon returning from sick leave, the member shall complete a Readmission Form to justify use of sick leave. In keeping with Section 3319.141 of the Ohio Revised Code, if medical attention was required while on sick leave, the member's statement shall list the name(s) and address (es) of the attending physician(s) and the date(s) when consulted. Falsification of a Readmission Form when using sick leave may be used for grounds for termination of a member's contract under Ohio Revised Code 3319.16.
- (f) If requested by the Board, the member may be required, at a reasonable time and place, to submit to an examination by a Board appointed physician at Board expense.



- (g) Sick leave shall be accumulated as follows:
- (1) Full-time members with more than eight (8) years of Ohio full-time teaching experience or ninety (90) or more days of sick leave accumulated, shall be credited with sick leave at the rate of one and one-fourth days (1-1/4) per month under contract to a maximum of fifteen (15) days per year.
  - (2) Full-time members with fewer than eight (8) years of Ohio full-time teaching experience and members with out-of-state full-time teaching experience (where the member has not been compensated for sick leave earned in another state) and has accumulated fewer than ninety (90) days of sick leave in Ohio shall be credited with sick leave at the rate of one and one-half (1-1/2) days per month under contract to a maximum of eighteen (18) days per year. A teacher with out-of-state teaching experience shall provide certification of the fact that he/she has not been paid for sick leave accrued in that state. Falsification of this statement shall be grounds for termination of employment.
  - (3) Each new member who has exhausted his/her accumulated sick leave shall be advanced five (5) days sick leave. After one year of employment, a member shall be advanced up to five (5) days of sick leave with medical documentation. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during the year of employment. Days advanced under this section may not be used as unrestricted days. Sick leave days will not be advanced in any amount that exceeds the number of days the member can earn by August 30. (Also see Article 41.3(d).)
- (h) Up to five (5) days of sick leave per year are unrestricted and no reason need be given. Sick leave used on an unrestricted basis will be deducted from the member's existing sick leave balance. Unrestricted days are subject to the following limitations:
- (1) Unrestricted sick leave days used on the day before or the day after a vacation or holiday period will be charged on a two for one basis from the member's unrestricted leave balance. A new member requesting an unrestricted sick leave day during his/her first month of employment must also receive pre-approval by the Superintendent/designee.
  - (2)
    - (a) More than three (3) consecutive leave days (including days without pay) may be taken no more than once in any five (5) year period.
    - (b) A member may not take more than two (2) consecutive calendar days adjacent to Thanksgiving, winter break, or spring break.

- (3) (a) No more than five percent (5%) of the members may use unrestricted sick leave on a given day
- (b) No more than three and one-half percent (3.5%) of the members may use unrestricted sick leave on any Friday in April, May, or June.
- (4) On days designated as District sponsored professional development days, not more than five percent (5%) of the members assigned to each school site or one member, whichever is greater, may use unrestricted sick leave days without pre-approval by the Superintendent/designee.
- (5) At least three (3) days prior notification for the use of unrestricted sick leave shall be required, except in an emergency.
- (6) Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of unrestricted leave used. Absence beyond one-half (1/2) day but less than a full day, shall count as a full day of unrestricted leave used.
- (7) If, at any time in this contract, there is a significant increase in the number of members taking more than three (3) consecutive unrestricted leave days, the Superintendent has the option to convert 40.4 (h) to:

*“(h) Up to five (5) days of sick leave per year are unrestricted and no reason need be given. Sick leave used on an unrestricted basis will be deducted from the member’s existing sick leave balance. Unrestricted days are subject to the following limitations.*

- (1) *Unrestricted sick leave days shall not be used on the day before or the day after a vacation or holiday period except with the pre-approval of the Superintendent **and the Association President.** A new member requesting an unrestricted sick leave day during his/her first month of employment must also receive pre-approval by the Superintendent **and the Association President.***
- (2) *No more than three (3) consecutive leave days (including days without pay) may be taken without the pre-approval of the Superintendent **and the Association President.***
- (3) *No more than five percent (5%) of the members may use unrestricted sick leave on a given day.*
- (4) *On days designated as District sponsored professional development days, not more than five percent (5%) of the members assigned to*

*each school site or one member, whichever is greater, may use unrestricted sick leave days without pre-approval by the Superintendents **and the Association President.***

- (5) *At least three (3) days prior to notification for the use of unrestricted sick leave shall be required, except in an emergency.*
- (6) *Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) days of unrestricted leave used. Absence beyond one-half (1/2) day but less than a full day, shall count as a full day of unrestricted leave used."*

(i) Members may be compensated for sick leave under either of the two plans below:

(1) Plan One

A member may elect to maintain his/her current sick leave accumulation, which shall be unlimited as provided under section 40.4(c).

(2) Plan Two

A member may elect to be compensated for accrued and unused sick leave if he/she has accumulated 90 days or more of unused sick leave by September 1 of the current year as follows:

- (i) Each eligible member shall submit a signed voucher (Appendix F) provided by the Treasurer requesting payment for all unused sick leave earned between July 1 and June 30 of that year.
- (ii) Unused sick leave days accumulated between July 1 and June 30 of the previous year will be reported in the July 15 paycheck and will be paid on July 30. If a member disagrees with the reported amount, he/she should contact the Treasurer by July 20.
- (iii) No later than July 30, the Treasurer shall remit to each member a sick leave check equal to unused sick days for that year times \$25.
- (iv) Failure to submit voucher by June 30 of each year will indicate a choice to accumulate the sick days.
- (v) All days purchased by the Board shall be removed from the individual's total sick leave accumulation.

(j) This section shall supersede section 3319.141 of the Ohio Revised Code. Until July 1, 1986, the sick leave (23.1) and personal leave (23.3) provisions of the 1984-85 Agreement shall remain in effect.

#### 40.5 Jury Duty

The Board shall pay a member called for jury duty his/her regular rate of pay. The member may also retain all compensation and expenses received for serving as a juror. Each member serving as a juror shall communicate daily with his/her supervisor concerning the likely termination of the duty.

#### 40.6 Assault Leave

- (a) Any member who is required to be absent as a result of a physical assault which occurs in the course of Board employment while on duty on school grounds during school hours, when the member is required to be in attendance at a school sponsored functions, or where the assault results from Board employment or the performance of the member's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed thirty (30) calendar days.
- (b) A member requesting assault leave shall submit to the Treasurer a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault if known and the facts surrounding the assault. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its probable duration.
- (c) Full payment for assault leave, less workers' compensation and any other Board-provided financial remuneration, shall not exceed the member's per diem rate of pay and will not be approved for payment unless and until the form and, if applicable, the certificate as provided above are supplied to the Treasurer. A member's falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

#### 40.7 Subpoena Leave

A member shall be granted Subpoena Leave with pay if the member has been served with a subpoena to appear in court as a witness and that the court appearance has been requested because of the member's employment in the District.

#### 40.8 Religious Leave

A member will be granted no more than two (2) days each school year for religious reasons, with the following provisions:

- (a) Each day requested is identified as a religious holiday.
- (b) The member requesting the day(s) has applied in writing for religious leave by September 7 of each school year to the Director of Human Resources.
- (c) No more than two percent (2%) of members have requested a religious leave for that day.
- (d) The member shall make up such day(s) during the respective school year at a time that is mutually agreed upon with the member's supervisor.
- (e) This article does not preclude a member from using an unrestricted leave day for a religious holiday.

#### 40.9 Military Leave

Military leave shall be provided in keeping with, and members and the Board shall have all rights, obligations, and authority provided in, Ohio Revised Code section 5923.05 and other federal and state law applicable to such leave.

### ARTICLE 41

#### UNPAID LEAVES

#### 41.1 Disability Leave

A member who becomes disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request and shall be granted a disability leave without pay. The member's application for disability leave shall be accompanied by a physician's statement describing the nature of the disability, its expected duration, and the period of time during which the member should be relieved of his/her duties. This leave shall not exceed two (2) consecutive school years. A member who has completed five (5) years of service with the Worthington Schools shall receive full fringe benefits for up to one (1) school year if the individual is not eligible for STRS Disability Retirement and the member has exhausted all his/her sick leave. A member may be required to submit to an examination in accordance with 40.4(e).

#### 41.2 Leave of Absence

A member, upon written notice to the Board of Education, may be granted a leave of absence without pay for up to one (1) school year in keeping with the following provisions:

- (a) To be eligible, a member shall have completed five (5) years of employment with the Board.
- (b) No more than five percent (5%) of the members shall be granted this leave of absence at one time. If more than five percent (5%) of the members apply for such leave, individuals who have not had such leave shall be given preference.
- (c) An additional leave under these provisions may be available to members after completion of five (5) additional years of employment with the Board.
- (d) Members shall apply for leave by April 1, unless the Superintendent/designee waives this requirement.
- (e) If unpaid leave is taken, employment in a Pre K-12 institution within sixty (60) miles of Worthington City School District shall result in the resignation of said member who is on leave under this provision.

#### 41.3 Child Care Leave

- (a) A member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who has adopted a child is eligible and shall be granted an unpaid child care leave.
- (b) No later than thirty (30) calendar days before the effective date of the leave, the member must submit written notice of this effective date to the Superintendent/designee. A request for alteration or cancellation of the effective date may be made to the Superintendent/designee.
- (c) For the purposes of this Article, a standard amount of paid sick leave Article 40.4, shall not exceed thirty (30) contract days. Any member who exceeds this thirty (30) contract days limit under Article 40.4 shall provide the Board with the attending physician(s) statement of why the additional sick leave was needed.
- (d) A member who does not take an unpaid child care leave as described above may apply for and shall be granted sick leave as described in 40.4(g)(3). A member going on a child care leave shall not be eligible for the advanced sick leave days as described in 40.4(g)(3).
- (e) Child Care Leave
  - (i) An initial child care leave shall not exceed the balance of the school year in which the leave began.
  - (ii) If the initial child care leave occurs in the second semester, the member may request in writing an extension of the child care leave for the following contractual year. Such request must be submitted in writing to

the Superintendent/designee, who shall approve a timely request for an extension of leave. Any request for an extension must be submitted to the Superintendent or his/her designee by April 1, as referred to in 41.4(d).

- (iii) An unpaid child care leave requested before the school year starts will be for the entire year. Returning at semesters or other natural break is not an option.
- (iv) If a member requests an unpaid child care leave after the start of the school year it will be for the remainder of the school year.
- (v) If a member requests an unpaid child care leave after the start of the school year at the direction of the member's doctor (with documentation) the member may return before the end of the school year. This would be a situation where the health of the mother or child requires additional leave.
- (f) A member while on unpaid child care leave may elect to continue all group insurance benefits provided the member does not become newly employed any time during the leave and provided he/she pays the appropriate monthly premiums for such benefits to the Board's Treasurer.

#### 41.4 General Provisions for Unpaid Leaves

- (a) Except as provided in 41.1 above and 41.5 below, during unpaid leave, a member may elect to continue all group insurance benefits provided the member does not become newly employed elsewhere anytime during the leave and provided he/she pays the appropriate monthly premiums for such benefits to the Board's Treasurer.
- (b) The member returning from an unpaid leave of absence will resume the contract status held prior to the leave and to the extent possible, be assigned to the same or similar position held prior to such leave. The member who is certificated/licensed in more than one area will, to the extent possible, be returned to a position in the same area of certification/licensure held prior to the leave.
- (c) All unpaid leaves under this Article, other than disability leaves, shall expire at the end of a semester or a school year. No member may return from a leave prior to its expiration unless the early return is approved by the Superintendent/designee.
- (d) Members on an unpaid leave of absence must give the Superintendent written notice of resignation or intention to return to his or her position at the beginning of the next school year. Failure of a teacher to submit written notice to the Superintendent by April 1, shall be deemed to be a resignation by the teacher, which resignation may then be accepted by the Board of Education, effective at the end of the school year in which the deadline for notice occurs.

The Superintendent may waive the above specified deadlines for a member if the Superintendent has received by March 15 of such year a written request stating the reasons to extend the above notification deadline.

41.5 Unpaid Leave of Absence for Job Sharing

A member, upon written notice to the Board of Education, may be granted a part-time leave of absence without pay for up to one year for the purpose of job sharing. The following provisions will apply:

- (a) If two full-time members desire a part-time unpaid leave for job sharing they shall jointly apply for leave by April 1, unless the Superintendent/designee waives this requirement.
- (b) Part-time leaves for job sharing shall be granted for one year at a time.
- (c) The superintendent, with recommendation from the building principal, shall have the final authority to grant part-time unpaid leaves for job sharing. Granting of such leaves will be made in the best interest of the school district.

41.6 Family and Medical Leave Act

The Board and the Association, on its own behalf and on behalf of the members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.<sup>13</sup>

ARTICLE 42

**VOLUNTARY SICK LEAVE BANK PROGRAM**

Any member may contribute to the sick leave bank from September 1st through October 1st of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Board's Treasurer. This contribution period will only be opened when the number of days left in the sick leave bank fall below three hundred (300) as of June 1st of the preceding school year. At any time when the sick leave bank falls below two hundred (200) days, the Treasurer shall open the contribution period for thirty (30) calendar days at which time members may donate one (1) day.

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<sup>13</sup> The FMLA permits qualified employees to receive up to twelve weeks of unpaid leave per year for personal or family medical reasons. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.



The Superintendent and Association President will mutually review and determine the number of days which may be granted. The decision of the Superintendent and Association President is final and binding and is not grievable under Article 13 of this contract.

The procedures of the sick leave bank will be as follows:

- (1) All members may apply for the use of additional sick leave days.
- (2) Members may apply for additional sick leave days from the sick leave bank after the following conditions have been met:
  - (a) Their own accumulated sick leave days have been exhausted and their advanced sick leave days (refer to Article 40.4(g)(3)) have been used. Sick leave days advanced to a member will be repaid as sick leave days are earned by the member after receiving the advance. In the event that the member leaves the employment of the school district without having repaid all sick leave days advanced, the value of any days remaining unpaid will be deducted from the member's final paycheck.
  - (b) The member has been on unpaid leave for five (5) consecutive work days. Exceptions to the five (5) consecutive days of unpaid leave may be mutually agreed upon by the Association President and the Superintendent.
  - (c) The member shall submit in writing, to the Superintendent the reason(s) for the request of additional sick leave bank days along with any attending physician's statement pertinent to the member's request.
    - (i) The Superintendent and Association President shall be responsible for developing any forms that may be required and for keeping all necessary records.
    - (ii) The Superintendent and Association President shall formulate any policies and regulations they deem necessary for the operation of this program.
- (3) Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.
- (4) The maximum number of days that can be granted any member is thirty (30) working days per application. Upon request of the member the superintendent and the association president may grant additional sick days if the request is justified.
- (5) The sick leave bank shall be used for the personal illness or injury of the member or for the illness or injury of the member's spouse or child living in the home. An application to the sick leave bank shall be accompanied by a physician's statement describing the nature of the illness/injury, its expected duration and the period of time the staff member needs to be off work.

- (6) No recipient shall be required to replace these days.
- (7) Any sick leave days given to this program will be forever forfeited by the member.
- (8) The Association or the Superintendent, on behalf of the member, may also apply for use of the sick leave bank.
- (9) The sick leave bank is not intended to be used prior to and its use shall not be construed as a condition for disability leave under the State Teachers Retirement System.

## ARTICLE 43

### SALARY SCHEDULE AND PAYROLL

43.1 Effective August 1, 2008, the base salary (Class I, Step 0) shall be \$37,930. Effective August 1, 2009, the base salary shall be \$39,011. Effective August 1, 2010, the base salary shall be \$40,123. For full salary schedule, refer to Appendix C, D and E.

#### 43.2 Employee Payroll

- (a) On or before June 15, each member shall select one of the following payroll plans for the succeeding school year:

PAYROLL PLAN ONE: Twenty-four (24) equal installments on the fifteenth (15) and thirtieth (30) day of each month, September through August.

PAYROLL PLAN TWO: Twenty-four (24) equal installments on the fifteenth (15) and thirtieth (30) day of each month, September through June 15, with the last four installments made on July 15. This option will be eliminated if 10 or fewer members elect payroll plan two.

- (b) General Provisions

- (1) The payroll plan chosen by a member will continue from school year to school year unless the member chooses to alter his/her payroll plan by the deadline set forth in 43.2(a).
- (2) Any authorized deductions (other than payroll deductions for professional associations and the United Way) will be calculated on a twelve (12) month basis. Members who have selected PAYROLL PLAN TWO will have these deductions for the months of July and August deducted from their July 15 payroll check.

- (3) When a pay date falls on Saturday, Sunday, or legal holiday, the payroll checks will be issued the last school day preceding the regular payroll date.
- (4) During the summer months, payroll checks will be sent by first class mail so as to allow normal delivery of the payroll check on the designated date. A member may waive all of this provision by notifying the Treasurer in writing on or before June 1 that he/she will obtain payroll checks at the payroll office.
- (5) During vacation periods, payroll checks will be sent by first-class mail to allow normal delivery of the check on the designated date. A member may waive this provision by notifying the Treasurer three (3) calendar days before the payroll date that he/she will obtain the check at the payroll office on the designated payroll date.
- (6) Direct deposit of payroll payments is required for all members effective October 15, 2008.
- (7) There shall be open enrollment throughout the year for tax sheltered annuities through payroll deductions. A member who wishes to enroll or change his/her plan may do so by submitting a written authorization to the Board's Treasurer in accordance with the Internal Revenue Service (IRS) regulations. Enrollment and/or changes submitted to the Treasurer on or before the last day of the month will be effective and deducted on the first payroll date of the following month.
- (8) A member who severs employment with the Board (meaning "separation of service" for purposes of Internal Revenue Code Section 209A) prior to the end of the school year will be paid all accrued pay within thirty (30) days of Board approval of the member's severance.

## ARTICLE 44

### **SALARY SCHEDULE REGULATIONS**

- 44.1 All members of the Association's bargaining unit, will be placed on the adopted salary schedules and paid according to their training and experience.
- 44.2 An intern psychologist will be paid according to their appropriate experience and education level on the state minimum salary schedule.
- 44.3 The following is a description of the classes included on the salary schedule:

Class I - B.A.

Members with a Bachelor's Degree from an accredited college or university.

Class II - B.A. + 15

Members with a Bachelor's Degree from an accredited college or university and 15 additional semester hours of credit from an accredited college or university. Applicable Professional Advancement Credit (PAC) may be used.

Class III - B.A. + 30

Members with a Bachelor's Degree from an accredited college or university and an additional 30 semester hours of credit from an accredited college or university. Applicable PAC may be used. When a person has pursued a recognized formal program leading to two degrees, 45 credit hours or applicable PAC earned beyond the requirements of the first degree fulfills the requirement.

- (a) The courses for these hours may be selected by the individual with the pre-approval of the Superintendent/designee. The description of the course or courses must be submitted in writing.
- (b) These hours shall be applicable only if the scope and content of the course work contributes directly to the development of teacher growth and improvement of teaching.
- (c) Any member planning a class change from II to III must have on file in the personnel office a pre-approved plan for class change.

Class IV - M.A.

Members with a Master's Degree from an accredited college or university.

Class V - M.A. + 15

Members with a Master's Degree from an accredited college or university and 15 additional semester hours of graduate credit. Applicable PAC may be used. Graduate credit earned before placement in Class IV may be applied to Class V if such credits have not been applied to a Master's Degree, BA plus 15, and BA plus 30, and if, in the judgment of the Superintendent/designee, the credits are consistent with the goals and objectives of the district. The member shall obtain a statement from the accredited college or university indicating that the hours were not used to obtain a Master's Degree.

- (a) The courses for these hours may be selected by the individual with the pre-approval of the Superintendent/designee. The description of the course or courses must be submitted in writing.

- (b) These hours shall be applicable only if the scope and content of the work contributes directly to the development of teacher growth and improvement of teaching.
- (c) Members may petition for an evaluation of accumulated hours beyond the Master's Degree. The Superintendent/designee will confer with such individuals as to which hours are acceptable toward Class VI.
- (d) Any member planning a class change from IV to V must have on file in the personnel office a pre-approved plan for class change.

Class VI - M.A. + 30

Members with a Master's Degree from an accredited college or university and 30 semester hours of graduate credit. Applicable PAC may be used.

- (a) The courses for these hours may be selected by the individual with the pre-approval of the Superintendent/designee. The description of the course or courses must be submitted in writing.
- (b) These hours shall be applicable only if the scope and content of the work contributes directly to the development of teacher growth and improvement of teaching.
- (c) Members may petition for an evaluation of accumulated hours beyond the Master's Degree. The Superintendent/designee will confer with such individuals as to which hours are acceptable toward Class VI.
- (d) Any member planning a class change from V to VI must have on file in the personnel office a pre-approved plan for class change.

Class VII - M.A. + 45

Members with a Master's Degree from an accredited college or university and 45 additional semester hours of graduate credit. Applicable PAC may be used.

- (a) The courses for these hours may be selected by the individual with the pre-approval of the Superintendent/designee. The description of the course or courses must be submitted in writing.
- (b) These hours shall be applicable only if the scope and content of the work contributes directly to the development of teacher growth and improvement of teaching.
- (c) Members may petition for an evaluation of accumulated hours beyond the Master's Degree. The Superintendent/designee will confer with such individuals as to which hours are acceptable toward Class VII.

- (d) Any member planning a class change from VI to VII must have on file in the personnel office a pre-approved plan for class change.
- 44.4 Increments for education credit earned and filed with the personnel office by September 15 shall be effective at the beginning of the school year. Grade sheets will be accepted as satisfactory evidence of credit earned until transcripts are available from the accredited college or university. Increments will be presented at the first Board meeting in October and shall be effective in the October 30th payroll.
- 44.5 The Board will grant up to eight (8) years of authorized outside experience as set forth below to be transferred into the system.
- (a) Public elementary and secondary teaching in other chartered school districts in any state.
  - (b) Active military experience not to exceed five (5) years; military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.
  - (c) Teaching experience in an overseas dependent school operated by one of the U.S. Armed Forces or the U.S. State Department and an elementary or secondary school operated by a State agency, approved by the State Board of Education, may be counted as authorized experience.
  - (d) Effective September 1, 1976, credit may be given for teaching experience in a chartered non-public school in Ohio under a valid teaching certificate, in accordance with Revised Code 3319.22 and 3319.14.
  - (e) Relevant outside experience, which is deemed by the Superintendent, similar to educational experience may be granted to positions which do not require teaching certification. These positions shall be occupational therapists and physical therapists.
  - (f) Relevant outside experience, which is deemed by the Superintendent, similar to educational experience may be granted to the position of Teacher Leader for Instructional Technology.
  - (g) Relevant outside nursing experience, which is deemed by the Superintendent, similar to educational experience may be granted to school nurses with prior experience as registered nurses.
  - (h) The Board may offer a one-time monetary incentive payment to the extent necessary to attract qualified candidates to hard-to-fill positions.

44.6 Authorized year of experience:

- (a) One (1) year must consist of at least the equivalency of one hundred twenty (120) full days within either consecutive or non-consecutive two (2) year period ending June 30 as a regular part-time, regular full-time, or substitute public elementary or secondary teacher.
- (b) At the beginning of each school year a member who has a .6 contract will be given the opportunity to contribute additional time to his/her school equal to forty-two (42) hours. This time, in addition to his/her .6 contract, would enable the member to gain a full year of experience for the purpose of advancement on the salary schedule.

Upon approval of his/her immediate supervisor, the member shall submit a written plan for the use of this additional time to the Superintendent/designee by September 1.

- (c) The provision for accrediting the equivalency of one hundred twenty (120) full-time days during the consecutive or non-consecutive two (2) year period applies only to employees who are members of the Association's bargaining unit during both years.
- 44.7 At the time of employment, credit shall be given for all hours on degrees earned after receiving an initial bachelor's degree, without reference to the date of certification.
- 44.8 All current members of the bargaining unit and any bargaining unit member who earns a doctorate degree from an accredited college or university while being an employee of the Worthington School District shall receive a one (1) time honorarium of five hundred dollars (\$500).
- 44.9 Hours earned can only be used once for advancement. Excess PAC and university/college credit, not already applied for advancement on the salary schedule, can be carried over from one salary class to another.
- 44.10 A small group instructor who returns to or is employed as a regular classroom teacher shall be granted up to ten (10) years of teaching experience on the teacher salary schedule for each one thousand (1,000) hours as a small group instructor. Credit for experience will be granted only for the hours employed by the Worthington School District. This provision will become effective for any member employed as a classroom teacher after September 1, 1998.
- 44.11 Members are responsible for verifying the accuracy of their payroll and will be requested to return a copy of their annual salary notice to the Treasurer's office as verification of the accuracy of the salary. Failure to sign and return the verification statement will be deemed agreement with the salary stated. Any dispute regarding the amount of payment or salary schedule credit shall be raised not later than June 30 of the school year in which

the teacher becomes aware of the dispute and must be raised through the grievance procedure. Back pay claims are limited to the fiscal year in which the claim is raised.

## ARTICLE 45

### **SMALL GROUP INSTRUCTOR**

All individual/small group instructors (I/SGI) and intervention specialists in the district's special education pilot shall have the same rights and benefits as all other members.

The transition from the ISGI salary schedule to the regular teacher salary schedule shall use the following process:

- (1) Instructors with ten or fewer years of teacher salary schedule credit will be paid according to the teacher salary schedule based on the number of years of qualifying experience as defined in Article 44.
- (2) Instructors with more than ten years of teacher salary schedule credit will be given salary schedule credit based on ten years of experience plus one additional year's credit for each full three years of salary schedule experience (in excess of ten) as an I/SGI in Worthington.
- (3) A "year of experience" means all prior Ohio private accredited and/or chartered school and chartered public (Ohio and non-Ohio) school or small group instructor experience of 480 hours or more within a given school year. A year of teaching experience will be considered equivalent to one (1) year's experience on the small group instructor salary schedule. A small group instructor may petition the Superintendent for non-Ohio private school tutoring experience.
- (4) Seniority for each I/SGI shall be determined by applying Article 37 and Article 14.

## ARTICLE 46

### **SALARY NOTICES, CONTRACTS, RETIRE/REHIRE**

#### 46.1 Salary Notice

No later than May 30, each member who is employed for the coming school year shall receive with respect to each contract held, either a salary notice, if the contract is continuing, or a limited contract in accordance with Section 3319.12 of the Ohio Revised Code. The salary notice or limited contract shall include at least the following information:



1. Member's name
2. Annual salary
3. Basis for determining salary

A member will receive a continuing contract only after the State Department of Education's requirements are met and the member applies in writing to Human Resources for a continuing contract not later than September 10th. The member will complete all necessary documentation and submit it to Human Resources not later than April 1<sup>st</sup>. The Board and the Association shall notify members through district and Association publications the requirement of written application for continuing contract.

#### 46.2 Retire/Rehire

A staff member who is considering a resignation for the purpose of STRS retirement to be followed by re-employment with the District ("Retire/Rehire") may submit a request for Retire/Rehire re-employment to the Superintendent. Requests for Retire/Rehire to take effect at the beginning of the first semester of the next school year shall be submitted not later than June 1. Requests for Retire/Rehire to take effect at the beginning of the second semester shall be submitted not later than November 15. A staff member may make such a request once to the Superintendent. The Superintendent reserves the right to grant preliminary approval or deny the request for Retire/Rehire re-employment. The staff member and the Association do not have a right to challenge the Superintendent's decision to grant or deny the request for Retire/Rehire re-employment and no grievance or professional concern may be initiated with respect to such decision. The Superintendent shall respond to the member's request within ten (10) calendar days.

The Board will conduct such hearings as required by law and will act upon the Retire/Rehire request following hearing. Re-hire of the retiring member will take effect upon final Board approval.

If the request for Retire/Rehire re-employment is denied, the staff member may choose to continue employment and will maintain all rights and benefits as all other bargaining unit members. If the request for re-employment is denied, the member may also choose to retire and receive any incentive for which the member is eligible.

If the request for Retire/Rehire re-employment is approved, the member will agree to be actively employed for the duration of the school year. There shall be no break in active employment other than a natural break such as that which may occur during the summer months.<sup>14</sup>

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<sup>14</sup> The State Teachers Retirement System of Ohio requires a 60-day break in public employment after retirement. Members who exercise this retire-rehire option may forego one or two months of pension benefits, depending upon the effective dates of retirement and re-employment.

All re-employed Retire/Rehire staff members shall be bargaining unit members with the following modifications to their rights and benefits under the Master Agreement:

1. The re-employed staff member is not guaranteed any specific assignment.
2. Any severance benefit associated with accumulated sick leave shall be calculated at the time of initial retirement and paid in accordance with the Master Agreement at the point when the re-employed member either: a) resigns, or b) is no longer under contract and will not be offered a contract to return for the following school year.
3. For severance and health insurance purposes, there shall be no break in service for all re-employed staff members. Severance pay associated with years of service shall be calculated and paid in accordance with the Master Agreement at the time the re-employed member resigns or is no longer under contract to return for the following school year.<sup>15</sup>
4. The re-employed staff member shall not be eligible to receive any retirement incentive pay.
5. The re-employed staff member shall start at step 10 of the column that corresponds with the member's level of education and receive annual step increases.
6. The re-employed staff member agrees to waive in writing any Age Discrimination claims.
7. The re-employed staff member shall receive a limited contract that will automatically expire at the end of the school year in which re-employment becomes effective without Board action of non-renewal. At the end of any expired contract the Board may, but shall not be required, to offer the staff member another limited contract.
8. The re-employed staff member shall retain all accumulated sick leave earned during pre-STRS retirement that is not included in the member's severance calculation. All remaining accumulated sick leave shall expire after severance is paid as provided in this Agreement.
9. For purposes of seniority as used in Articles 37 and 14, the date of hire for all Retire/Rehire staff members shall be the date of re-employment, which date shall be used to mark the commencement of seniority.

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<sup>15</sup> See Appendix D for details on how severance pay shall be calculated for members who retire and are re-employed under this agreement.

ARTICLE 47

**SUPPLEMENTAL SALARY SCHEDULE AND EMPLOYEE APPEAL**

47.1 Effective August 1, 2008, supplemental salaries for members shall be computed and paid on the following basis:

Years	Range	<u>Base*</u> Aug. 1, 2008	<u>Range**</u> Aug. 1, 2008	<u>Base*</u> Aug. 1, 2009	<u>Range**</u> Aug. 1, 2009	<u>Base*</u> Aug. 1, 2010	<u>Range**</u> Aug. 1, 2010
0	1.00	523.43	523.43	538.35	538.35	553.70	553.70
1	1.05	523.43	549.60	538.35	565.27	553.70	581.39
2	1.10	523.43	575.77	538.35	592.19	553.70	609.07
3	1.15	523.43	601.94	538.35	619.10	553.70	636.76
4	1.20	523.43	628.12	538.35	646.02	553.70	664.44
5	1.25	523.43	654.29	538.35	672.94	553.70	692.13
6	1.30	523.43	680.46	538.35	699.86	553.70	719.81
7	1.35	523.43	706.63	538.35	726.77	553.70	747.50
8	1.40	523.43	732.80	538.35	753.69	553.70	775.18
9	1.45	523.43	758.97	538.35	780.61	553.70	802.87
10	1.50	523.43	785.15	538.35	807.53	553.70	830.55
11	1.55	523.43	811.32	538.35	834.44	553.70	858.24
12	1.60	523.43	837.49	538.35	861.36	553.70	885.92
13	1.65	523.43	863.66	538.35	888.28	553.70	913.61

\* Computed by multiplying the base salary (Class I, Step 0) on the certificated salary schedule by .0138.

\*\* Computed by multiplying the range by the base.

47.2 Total compensation for supplemental duties shall be determined by multiplying the appropriate range value by the number of units established by the Superintendent/designee for each supplemental assignment.

47.3 Placement of a member on the supplemental schedule shall be according to his/her job-related experience from outside and from inside the district up to a total of seven (7) years.

47.4 A member who has been disciplined with respect to the performance of a co-curricular contract has the right to appeal the disciplinary action by first bringing the appeal to the attention of the building principal on an informal basis. If resolution is not reached at the building level then the member has the right to appeal the disciplinary action in writing to the Superintendent/designee. The Superintendent/designee must meet with the member and/or representative within ten (10) days. A written response will be provided the member within ten (10) days of the meeting.

There shall be no appeal after the Superintendent's level and concerns presented under this provision are not subject to the grievance procedure.

#### 47.5 Supplemental Program Advisory Committee

There shall be created a Supplemental Program Advisory Committee (SPAC) which is charged with the responsibility to review and make recommendations to the Superintendent regarding the supplemental programs available to pupils in the District, as provided herein.

##### (a) Membership in SPAC

The SPAC shall consist of ten (10) members, five of whom shall be appointed by the Superintendent and five of whom shall be appointed by the Association President. Superintendent appointees shall be District Administrators or Board Members. Association President appointees shall be Association members. Not less than two appointees (one appointee of the Superintendent and one of the Association President) shall be the holder of or responsible for the administration of a non-athletic supplemental contract.

##### (b) Duties of SPAC

The SPAC shall conduct such meetings as necessary to review the supplemental programs of the District. The SPAC may review all aspects of extracurricular and co-curricular programming and shall make recommendations. The SPAC shall review and make recommendations with respect to the following:

1. allocation of compensation units, maintaining the current ratio of athletic to non-athletic units,
2. removal or addition of programs,
3. evaluation of program merit,
4. measures to increase economy and efficiency of programs,
5. measures to increase program revenues.

##### (c) Additional Compensation Units

Effective with the 2006-07 school year, the Board of Education shall implement a one-time increase in the annual number of compensation units available for supplemental programs by 150. The number of units will be maintained.

##### (d) Report

The SPAC shall issue a written report and recommendations to the Superintendent on or before January 10, 2006 and annually thereafter by such time as determined by the Superintendent.

(e) Compensation

Association members of the SPAC shall each be awarded performance contracts in the amount of \$700.00 per year.

ARTICLE 48

**SUMMER SCHOOL AND WORKSHOP RATE**

48.1 Summer School Job Openings

Summer school teaching positions shall be posted in accordance with Article 35, Job Openings and Announcements. When two (2) or more qualified members apply for a position, the member with the most continuous summer school teaching experience in the area of certification/licensure shall be awarded the position unless there is a teaching performance reason for not doing so, provided that any determination of the administration concerning the existence of any such reason shall be final and conclusive. A given summer school teaching position shall not be filled with a non-staff member when there is a qualified member who is an applicant for that position unless there is a teaching performance reason as to that member for doing so, provided that any determination of the administration concerning the existence of any such reason shall be final and conclusive.

48.2 Summer School Hourly Rate

The hourly rate for a member employed to teach summer school or to conduct approved workshops shall be as follows. The salary schedule will increase up to a maximum of fourteen (14) years of experience and shall be applied and administered in accordance with and pursuant to the Salary Schedule Regulation set forth in Article 43 and 44.

<b>Effective June 1, 2006</b>							
<b>Years</b>	<b>BACH I</b>	<b>BA+15 II</b>	<b>BA+30 III</b>	<b>MA IV</b>	<b>MA+15 V</b>	<b>MA+30 VI</b>	<b>MA+45 VII</b>
0	<b>18.67</b>	<b>19.23</b>	<b>19.80</b>	<b>20.35</b>	<b>20.92</b>	<b>21.47</b>	<b>22.03</b>
1	<b>19.47</b>	<b>20.04</b>	<b>20.63</b>	<b>21.20</b>	<b>21.78</b>	<b>22.40</b>	<b>22.95</b>
2	<b>20.43</b>	<b>21.05</b>	<b>21.51</b>	<b>22.10</b>	<b>22.67</b>	<b>23.27</b>	<b>23.89</b>
3	<b>21.47</b>	<b>22.11</b>	<b>22.40</b>	<b>23.03</b>	<b>23.70</b>	<b>24.24</b>	<b>24.86</b>
4	<b>22.53</b>	<b>23.21</b>	<b>23.50</b>	<b>23.97</b>	<b>24.75</b>	<b>25.33</b>	<b>25.89</b>
5	<b>23.65</b>	<b>24.38</b>	<b>24.65</b>	<b>25.00</b>	<b>25.88</b>	<b>26.46</b>	<b>27.06</b>
6	<b>24.84</b>	<b>25.59</b>	<b>25.86</b>	<b>26.22</b>	<b>27.04</b>	<b>27.65</b>	<b>28.28</b>
7	<b>26.08</b>	<b>26.54</b>	<b>27.13</b>	<b>27.51</b>	<b>28.27</b>	<b>28.89</b>	<b>29.54</b>
8	<b>26.86</b>	<b>27.52</b>	<b>28.45</b>	<b>28.85</b>	<b>29.62</b>	<b>30.20</b>	<b>30.86</b>
9	<b>27.67</b>	<b>28.54</b>	<b>29.52</b>	<b>30.26</b>	<b>31.08</b>	<b>31.67</b>	<b>32.26</b>
10	<b>28.49</b>	<b>29.60</b>	<b>30.61</b>	<b>31.75</b>	<b>32.58</b>	<b>33.20</b>	<b>33.88</b>
11	<b>29.36</b>	<b>30.70</b>	<b>31.74</b>	<b>32.91</b>	<b>34.14</b>	<b>34.80</b>	<b>35.58</b>
12	<b>30.24</b>	<b>31.82</b>	<b>32.91</b>	<b>34.12</b>	<b>35.82</b>	<b>36.50</b>	<b>37.36</b>
13	<b>31.13</b>	<b>33.00</b>	<b>34.12</b>	<b>35.40</b>	<b>37.13</b>	<b>38.28</b>	<b>39.22</b>
14	<b>31.13</b>	<b>33.00</b>	<b>34.12</b>	<b>36.71</b>	<b>38.50</b>	<b>39.70</b>	<b>41.18</b>

Summer school instructors who are not bargaining unit members may receive annual increments, as provide above, but not beyond step 10 of the schedule.

#### ARTICLE 49

#### EXTENDED CONTRACT PAY

A member employed under a supplemental contract for extended service shall be compensated at the per diem rate of his/her regular teaching salary.

The number of extended days to be granted for psychologists and high school counselors will be authorized not later than the last Board meeting in April. In the event that the Board has not acted on the issue of extended service days, ten (10) days will automatically be granted each psychologist and high school counselor for the summer. Nurses who are assisted by Health Office Assistants shall be scheduled for two (2) days of extended service for training at the beginning of the 2004-2005 school year. In subsequent years one day of extended service will be scheduled.

## ARTICLE 50

### SEVERANCE PAY/SEPARATION INCENTIVE

#### 50.1 Severance Pay

- (a) A member who ends his/her employment with the Board for one of the following conditions shall be eligible for severance pay so determined herein.
  - (1) The member who retires and is eligible for retirement under a state or municipal retirement system.
  - (2) The member who is eligible for and takes disability retirement under a state or municipal retirement system.
  - (3) The member who dies. In this case, the severance pay would be paid to his/her beneficiary or estate.
  - (4) The member who has completed fifteen (15) or more years of service with the Worthington City Schools.
- (b) Severance pay shall be calculated based on the member's per diem rate of pay at the time of severance multiplied by one-fourth of the member's accrued and unused sick leave days to a maximum of fifty (50) days.<sup>16</sup>
- (c) The member who has completed more than ten (10) consecutive years of employment with the Worthington City Schools, and who qualifies for severance pay under paragraph 50.1(a) above, shall receive one and one-half (1-1/2) days of severance pay for each additional year of service over ten (10) not to exceed twenty-five and one-half (25 1/2) days of severance pay. For purposes of this section, "years of service" means years of continuous service since the most recent date of hire. Continuous service is not interrupted if the member is in the employ of the School District on both the last day of a school year and the first day of the following year.

#### 50.2 General Provisions

- (a) All sick leave accrued by the member shall be eliminated with the receipt of his/her severance pay.
- (b) Severance pay shall be made only once to any member.

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<sup>16</sup> See Appendix D for details on how severance pay shall be calculated for members who retire and are re-employed under this agreement.

- (c) The member must request his/her severance pay on the prescribed form and within 120 days of his/her last day of employment. The member shall indicate the preferred date of payment not to exceed an additional 245 days or a total of 365 days from the date of severance.<sup>17</sup> The member upon the payment of severance signs the request certifying all eligible criteria have been met.

### 50.3 Separation Incentive

#### Separation Incentive Payment

1. A Separation Incentive payment will be paid to each qualified bargaining unit member who resigns from active service with the District in accordance with the provisions of this Section. A qualified bargaining unit member is one who:
  - (a) notifies the Director of Human Resources using the designated form, hand delivered to and received by the Director of Human Resources or designee not earlier than November 1, 2005 nor later than November 30, 2005 of his or her resignation from all contracts of employment with the District effective July 1, 2006 and resigns as of July 1, 2006 and,
  - (b) satisfactorily completes all teaching responsibilities through the end of the 2005-2006 school year, and
  - (c) has completed at least ten (10) years of service in the Worthington City School District and is compensated at the 24<sup>th</sup> or higher step of the salary schedule as of the beginning of the 2005-06 school year, and who
  - (d) executes and delivers a valid, unrevoked release of claims to the Board, including but not limited to the release of any and all claims under the Age Discrimination in Employment Act, the Older Workers Protection Act and similar state and federal legislation.
2. Qualified bargaining unit members who resign in accordance with this Section will be paid, in addition to the severance payments described in Section 50.1, a Separation Incentive payment in the amount determined in paragraph 6, below. The Separation Incentive payment will be combined with severance payments described in Section 50.1 and the total paid in thirty-six (36) equal installments, payable monthly, beginning with the first payroll in September of 2006. The payment provisions of this article shall supersede and take the place of any contrary provisions of Section 50.1 regarding the payment of severance pay.
3. If forty (40) or more but fewer than fifty-five (55) qualified members submit their letters of resignation to the Director of Human Resources by November 30, 2005

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<sup>17</sup>The Internal Revenue Service will consider severance pay as taxable income in the year in which the staff member is eligible to receive payment, regardless of whether or not the payment is actually received in that year.



the incentive payment shall be approved for all qualified members. If fewer than forty (40) qualified members submit their letters of resignation to the superintendent not earlier than November 1 or later than November 30, the Board may elect not to offer the incentive payment. If the incentive payment is not offered, letters of resignation submitted under this provision will be deemed void and of no effect and the members submitting those letters may continue their active employment with the district, request the Retire/Rehire option, or elect to retire without an incentive payment.

4. The Separation Incentive amount shall be forty thousand dollars (\$40,000) if more than forty (40) but fewer than fifty five (55) qualified members submit letters of resignation.<sup>18</sup> If fifty-five (55) or more members submit letters of resignation for the Separation Incentive, the incentive amount will be fifty thousand dollars (\$50,000) for each member resigning under this Section. The amount of the Separation Incentive will be determined on a preliminary basis based on the number of valid, non-withdrawn member resignations remaining as of the close of business on November 30, 2005.
5. Prior to the close of business on November 30, 2005 resignations may be withdrawn by written notice of withdrawal hand-delivered to and received by the Director of Human Resources.
6. If fewer than fifty-five qualified members have submitted valid, non-withdrawn resignations as of the close of business on November 30, 2005 the Director of Human Resources will notify all resigning members of the preliminary amount of the separation incentive payment. Such members may withdraw their resignation by written notice of withdrawal hand-delivered to and received by the Director of Human Resources not later than the close of business on December 6, 2005. The final amount of the Separation Incentive will be determined based on the number of valid, non-withdrawn resignations on hand at the close of business on December 6, 2005.
7. The Board may, at its discretion, limit the maximum number of persons participating in the Separation Incentive plan to not more than seventy-five (75) members or such greater number as the Board may determine. If more members apply than are permitted to participate, members will be admitted to the Separation Incentive plan based on the time of receipt of the letter of resignation.
8. Any Separation Incentive payments due to a bargaining unit member who dies after the effective date of resignation but before receiving all Separation Incentive payments payable under this Section will be paid to the member's beneficiary or estate in a single lump-sum payment.

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<sup>18</sup> The Board may, at its discretion, waive the limit of forty (40) participants and award the \$40,000 incentive amount if fewer than forty members submit resignations.

9. The parties intend, to the fullest extent permitted by law, to supersede and take the place of any and all contrary provisions of Ohio law and regulations.
10. Subject to the payment of any remaining incentive payments, this Section will be deleted from the Agreement on August 30, 2008.

#### ARTICLE 51

##### **WORKSHOP RATE OF PAY**

The hourly workshop rate shall be nineteen dollars (\$19.00) effective September 1, 2008 and will increase to twenty dollars (\$20.00) effective August 1, 2009..

#### ARTICLE 52

##### **MILEAGE REIMBURSEMENT**

Mileage shall be paid for each member for educational activities authorized and approved by the Superintendent/designee. Mileage will be reimbursed at the established IRS rate.

#### ARTICLE 53

##### **EXTENDED EDUCATION CLASSES FOR CREDIT**

Courses offered to students for high school credit will, for the most part, be offered during the school day. If credit courses are offered in the evening, teachers will be paid at the summer school rate.

#### ARTICLE 54

##### **COVERAGE OF CLASSES IN ABSENCE OF SUBSTITUTE TEACHERS**

If and as time permits, a reasonable effort shall be made to obtain a teacher from the District's substitute list for an absent member before directing another member to cover the absent member's class. If it is reasonably determined that time does not permit or such effort is unsuccessful and an administrator directs a member to cover another member's class, the member so directed shall be paid for such coverage, provided that the administration may implement reasonable documentation requirements to be fulfilled as a condition of receiving such pay. At the High School and Middle School levels, payment shall be at the workshop rate per hour or fraction thereof; at the Elementary School level, payment shall be at the workshop rate per hour pro rated to the percentage of students in attendance in a class of an absent member for which coverage is provided. In directing members to cover other members' classes

hereunder, reasonable efforts shall be made not to select members for such assignments in a manner that is disproportionate when compared to other members who are similarly situated.

## ARTICLE 55

### **TPO SUPPLEMENTAL CONTRACTS**

Upon written request by the Association President accompanied by a check in the correct amount, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Worthington Education Association and/or affiliate of the Association, upon written notification to the District. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed and the amount to be paid for the work. The Association shall pay the Board for the amount of the supplemental contract and the retirement contributions paid on behalf of the employee(s) at the time such payment is made.

To comply with STRS rules the employer and the employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for 250 days.

The supplemental contract shall be paid within 30 days of deposit of funds by the District Treasurer.

## ARTICLE 56

### **PAYROLL DEDUCTIONS FOR ASSOCIATION DUES**

Payroll deductions for the payment of Association dues (WEA, Central OEA/NEA, OEA, and NEA) and UTP affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

- 56.1 A member who wishes to authorize payroll deduction shall submit a written authorization for payroll deductions on a form provided by WEA to the Board's Treasurer on or before November 1, of any year the member begins payroll deductions under this agreement. Unless revoked or changed in accordance with procedures contained herein, an authorization will continue from year to year.
- 56.2 By November 1 of each year, the Association will notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Treasurer.
- 56.3 Within fourteen (14) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the WEA Treasurer in check form made payable to "The Worthington Education Association."

- 56.4 Authorized payroll deductions will be made in twenty (20) equal installments beginning with the November 15 pay and continuing each month through the following August. For those members who elect to receive the balance of their pay July 15 the remaining deductions shall be taken at that time.
- 56.5 If a member ends his/her employment for reasons other than death of the member or takes a leave of absence before all ten (10) installments have been deducted, the unpaid balance will be deducted from the final payroll check if the amount of the check is sufficient to cover the unpaid balance and remitted to the WEA Treasurer as provided below.
- 56.6 A member who wishes to add or delete membership dues deduction for any UTP affiliate organization(s) and where a deletion does not amount to revocation of the entire amount being deducted from dues at the time of the deletion, shall do so only during September of any given year. The Association shall inform members of these options and to process any changes on revised authorization cards. The Association shall submit all revised authorization cards to the Board's Treasurer by November 1 of each year.
- 56.7 A member who wishes to revoke his/her payroll deduction authorization may do so normally during September of any given year. It shall be the responsibility of the member to notify WEA.
- 56.8 The Board will continue to honor present dues deduction authorizations executed by the employee in favor of the Association unless timely revoked by the member as stated herein.
- 56.9 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

## ARTICLE 57

### **BOARD PICK-UP OF EMPLOYEES CONTRIBUTIONS TO STRS**

For purposes of this section, total annual salary per pay period for each member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as to a pick-up of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to the applicable payroll deductions, to

said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the pick-up. The board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The pick-up shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

The pick-up shall apply to all payroll payments made on or after January 1, 1984.

## ARTICLE 58

### INSURANCE PROGRAMS

58.1 Effective January 1, 2009, the Board will provide a High Deductible Health Savings Account (HSA) insurance plan for the members of the bargaining unit as recommended by the Insurance Committee in July of 2005. (Appendix H.) The deductible amount will be \$1500 per year for single coverage and \$3000 per year for family coverage or the minimum required by IRS regulations for HSA plans, whichever is greater.

(a) Premium Cost

The member shall pay 10% of the monthly premium effective 01/01/09, 12% of the monthly premium effective 01/01/10, and 14% of the monthly premium effective 01/01/11 per month for family and single coverage. The Board will pay the remainder of the premium cost for HSA plan coverage. Members employed less than full time will receive pro-rated board premium contributions as provided in Section 58.6.

(b) HSA Contributions

The Board will contribute to each participating member's HSA account, an amount equal to sixty seven percent (67%) effective 01/01/09, sixty percent (60%) effective 01/01/10, and seventy percent (70%) effective 01/01/11 of the annual deductible amount applicable to that member's insurance plan (single or family). Members may make additional contributions consistent with IRS regulations, by payroll deduction. Board contributions to HSA accounts will be made in January of each year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse

the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Employees hired after January 1 shall receive a pro-rated Board contribution based on the number of months in District employment during the initial year.

- 58.2 Payroll deductions for all insurance plans shall be a pre-tax benefit through an IRS Section 125 plan that meets current IRS guidelines for those members who choose to enroll in said Section 125 plan. A Flexible Spending Account (FSA) shall be available to any member who chooses a medical insurance plan. Any member choosing any medical plan is eligible to contribute pre-tax dollars to a FSA through payroll deduction. Administrative costs for the Section 125 pre-tax payroll deduction and the FSA shall be paid by the Board. FSA funds may not be used for expenses covered by the HSA plan.
- 58.3 There shall be one (1) period for the selection of the health insurance plans for the succeeding year. This selection period shall be from November 1 to December 1. If either of these dates falls on a weekend, the beginning or ending date shall be the following Monday. Members shall have the ability to move between any of the plans without proof of insurability or pre-existing condition limitations during the election period. Health insurance coverage will be offered to members effective the first day of the first month following the month of hire and will end on the last day of the month of separation from employment.
- 58.4 The Board will pay ninety two and one half percent (92.5%) of the monthly premium amount for full-time members who elect to enroll in dental insurance coverage.
- 58.5 For each regular part-time member first employed after February 1, 1982, the Board shall pay the percentage equal to the amount of time the member is contracted to work (i.e., for a 3/10 employee the Board would pay thirty percent (30%) of the dollar amount to be paid by the Board as calculated in 58.1(a) and 58.4 above for those regular part-time members who elect these coverages.

For each regular part-time member employed as of February 1, 1982, the Board shall pay seventy-five percent (75%) of the dollar amount to be paid by the Board as calculated in 58.1(a) and 58.4 above for said members who work at least four (4) but not more than six and one-fourth (6-1/4) hours or more per day for those who elect these coverages. Those employed for six and one-fourth (6-1/4) hours or more per day shall be considered, for the purposes of this Article, full-time employees. For those employed less than four (4) hours per day, the Board shall pay the percentage equal to the amount of time the member is contracted to work (i.e., for a 3/10 employee the Board would pay thirty percent (30%) of the dollar amount to be paid by the Board as calculated in 58.1 (a) and 58.4 above for those who elected these coverages.

- 58.6 The Board shall provide a term life insurance policy to each full-time and regular part-time member and pay the premium. The amount of such coverage shall be seventy thousand dollars (\$70,000). Subject to the provisions of the Board's group health insurance policy and existing vendor, eligible members may purchase additional term life

insurance at rates applicable to the purchasing member. Payment may be made by payroll deduction at the member's election.

58.7 Insurance Opt-Out Program

The Board may offer, or decline to offer the Health Insurance Opt-Out Plan ("Opt-Out Plan") as further described in Appendix E. Any Opt-Out Plan will be communicated to the Members in sufficient time to permit members to enroll in the Opt-Out Plan and to re-enroll in the health insurance plan if Opt-Out Plan enrollment is insufficient to permit the Opt-Out Plan to be offered for that year. Members who accept the Opt-Out Plan will be bound to continue in the Opt-Out Plan for a minimum of one year, subject to the right to enroll in health insurance coverage in the event of a "qualifying event" entitling them to enroll in health insurance coverage mid-year.

58.8 Health Insurance Committee

A Health Insurance Committee shall be established and maintained with three (3) representatives appointed by each employee association and three (3) representatives appointed by the superintendent.

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

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

58.9 Wellness Initiative Support Fund

The Board shall establish a Wellness Initiative Support Fund. The purpose of this fund is to establish and promote a wellness program for all staff. The Wellness fund shall be under the direction of the Association members on the Insurance Committee and also the majority of the Insurance Committee as a whole, with advisement from the wellness committee subgroup. During the term of this Contract and upon the request of the Association members on the Insurance Committee, the Board shall provide up to \$40,000 for the Wellness Initiative support fund.

ARTICLE 59

**ENROLLMENT OF BARGAINING UNIT MEMBER CHILDREN IN THE  
WORTHINGTON SCHOOLS**

Beginning with the 2003-2004 school year for pupils, the District will adopt and implement a policy permitting the enrollment of bargaining unit member children in the schools of the District. Such policy will comply with R.C. Section 3313.64 provided, however, that the enrollment of bargaining unit member children will be subject to the following conditions:

- A. Enrollment will be permitted on a "space available" basis only. Space available means the school to which enrollment is requested ("Enrollment School") having classes which are not at optimum class size after taking into account the enrollment of: a) pupils residing in the Worthington School District and in the designated attendance area for the Enrollment School of attendance, b) pupils residing in the Worthington School District and eligible to enroll in the Enrollment School by reason of the federal Elementary and Secondary Education Act or regulations adopted thereunder, and c) pupils residing in the Worthington School District and eligible to enroll in the Enrollment School under the District's open enrollment policies. The determination of whether or not space is available shall be made by the District administration with appropriate input from building administrator(s) and shall not be subject to challenge through the grievance or professional concerns procedures.
- B. Bargaining unit members enrolling pupils under this agreement acknowledge and agree that the following provisions shall govern such enrollment:
  - 1. No transportation shall be provided pupils enrolling under this provision, unless otherwise required by law.
  - 2. All pupils enrolling under this provision shall be subject to the Code of Conduct and other regulations of the Enrollment School.
  - 3. There is no guarantee that siblings seeking to enroll under this provision will be admitted to the same Enrollment School.
  - 4. There is no guarantee that enrollment will be continued beyond any year in which enrollment is approved.
  - 5. Athletic eligibility will be determined by the rules of the Ohio High School Athletic Association.
- C. Recognizing that the District will incur additional costs as a result of compliance with this provision, the Association agrees to pay to the District an amount equal to the annual sum of one thousand dollars (\$1,000) per school year for each pupil enrolled by a bargaining unit member ("Association Payment"). Association Payments will be made in three equal installments during the school year, upon invoice from the District Treasurer



to the Association Treasurer. The District Treasurer will deduct Association Payments, at the written request of any employee, from the employee's payroll in the same manner as other payroll deductions and pay such deducted amounts to the Association. In the event that the District is determined to be ineligible to include the enrollment of bargaining member pupils in District ADM the District may, at its election: a) waive any provisions of this Section, and/or b) repeal the policy providing for the enrollment of employee pupils for whom state foundation funds are not provided as of the end of the school year.

## ARTICLE 60

### **HIGHLY QUALIFIED TEACHERS**

As used in this Article "highly qualified" means the qualification required by the No Child Left Behind Act as implemented through federal regulations and Ohio law and regulations.

The Board will use its reasonable best efforts to avoid assigning members who are not highly qualified to positions for which they are required to be highly qualified.

Members who are assigned to or serving in positions for which they are not highly qualified shall become highly qualified within two (2) years of notification through the self-reporting mechanism. The District will support that effort by prioritizing existing resources such as tuition reimbursement funds, fee waivers and professional development programs.

Members who are required to attain the highly qualified status with respect to more than one content area and who require more than two years to complete that process will be granted up to one additional year by the Superintendent upon demonstration of substantial progress as evidenced by either: (1) attainment of one or the required qualifications or, (2) reasonable assurance that all required qualifications will be completed within the additional year.

This provision shall be first effective for the 2005-2006 school year.

## ARTICLE 61

### **TECHNOLOGY COMMITTEE**

The board will make a onetime \$80,000 allocation in FY10 to support innovative and creative technology. The process and procedures regarding this distribution of funds are included in the attached Memorandum of Understanding. This provision shall be deleted from the contract on the last day of the agreement.

ARTICLE 62

**COMPLETE AGREEMENT**

62.1 Entire Agreement

This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.

62.2 Waiver of Negotiations

Except as specifically provided in Article 10 and Article 11, the Board and the Association waive the right to negotiate further with respect to matters specifically covered by this Agreement.

ARTICLE 63

**DURATION OF CONTRACT**

63.1 This Master Agreement shall become effective at 12:01 a.m. on September 1, 2008 and shall continue in full force and effect until midnight, August 31, 2011.

63.2 Executed as of the 22nd day of September, 2008.

Board of Education

Worthington Education Association

\_\_\_\_\_  
Negotiating Chairperson

\_\_\_\_\_  
Negotiating Chairperson

\_\_\_\_\_  
President

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President

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\_\_\_\_\_  
Superintendent

Memorandum of Understanding

**EVALUATION**

This Memorandum will be attached to but is not part of the Negotiated Agreement between the Board of Education of the Worthington City School District (the “Board”) and the Worthington Education Association (“WEA”). The Board and WEA agree to continue the collaborative effort to review and improve the comprehensive evaluation plan for all bargaining unit members.

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For the Board

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For the Association

Memorandum of Understanding

**INDIVIDUAL PROFESSIONAL DEVELOPMENT PLANS**

The following will govern the development and implementation of individual professional development plans (IPDPs) intended to result in class/salary changes for bargaining unit members. These provisions are to implement certain provisions of Articles 16, 18 and 44 of the Agreement.

I. Five Year Plans.

All IPDPs subject to this policy will include a duration of five (5) years, subject to annual review as part of the annual goal setting process. The plans will be submitted on a form to be developed by the Board. The form will provide for electronic submission of the plan and the indication, for each goal identified on the plan, of whether that goal is applicable to license renewal, class/salary change, or both.<sup>19</sup>

II. Administrative Approval.

All IPDPs and amendments to IPDPs that are intended to result in a class/salary change or license renewal/change will be subject to review and approval by the Human Resources Department and/or the WPDC, as appropriate, prior to implementation.

III. Licensure.

IPDPs designed to renew existing licensure or to secure additional licensure shall include all necessary legal requirements and shall be subject to approval of the WPD C.

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<sup>19</sup> The implementation of this Memorandum shall be determined by the WPDC based on available District technology.

IV. Annual Review.

IPDP goals will be reviewed annually in conjunction with the evaluation procedure. Any additions to or amendments of such plans must be submitted to and approved by the Human Resources Department or WPDC, as appropriate.

V. Phase-In.

Existing IPDPs in place as of August 1, 2005 shall continue until completed. New IPDP plans developed after August 1, 2005 shall be subject to the provisions of this Memorandum. Course work commenced on or before December 1, 2005 will not be approved for class/salary change unless included in a five-year IPDP or amended five-year IPDP that has been pre-approved in accordance with this procedure and Article 44 of the Agreement.

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For the Board

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For the Association

Memorandum of Understanding

**CENTRAL INSERVICE DAY**

Commencing with the 2006-2007 school year and thereafter, the school calendar will be modified to provide the following:

The day formerly known as “Central Inservice Day” and scheduled as part of the school year will be scheduled as a day on which school will not be held for pupils or teachers, and not part of the contractual year.

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For the Board

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For the Association

Memorandum of Understanding

**COMPENSATION INCENTIVE COMMITTEE**

The Superintendent and Association hereby create a Compensation Incentive Committee, consisting of five (5) Association members to be designated by the Association President and five (5) Administrators or Board of Education members designated by the Superintendent. The committee may also utilize community members or other appropriate individuals or groups as non-voting consultants to the Committee. The Compensation Incentive Committee shall research and review compensation practices and plans both from within and outside Ohio for the purpose of identifying effective options and making recommendations for updating the District's compensations plan. Such recommendations, approved by a majority of the committee, shall be submitted in writing to the Board and Association prior to bargaining a successor agreement.

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For the Board

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For the Association

Memorandum of Understanding

**TECHNOLOGY COMMITTEE**

The Administration and Association shall create a district Technology Committee. This committee shall include three (3) bargaining unit members appointed by the WEA president and two (2) people appointed by the Superintendent.

The Technology Committee will serve in an Advisory capacity. The District Director of IT shall have the authority to decide if a technology proposal is technically acceptable and shall make the final approval. The decision of the IT Director is not grievable.

There will be a minimum \$80,000 one time allocation in FY10. The Technology Committee will be able to allocate it in one year, spread the allocation over two years or until \$80,000 is expended.

The Committee shall make a list of all approved hardware and software available to all bargaining members which shall be used as a guide for members when writing proposals. The list is not exhaustive and shall not prevent the committee from considering and recommending additional items. Staff members shall not use unapproved hardware or software within the district's technology systems.

The Technology Committee shall determine a process that will be used to accept or reject proposals. Proposals shall include the rationale for the educational need for the proposal, determination of who shall have access to the technology, how and where it will be used, and how the technology will be supported. Individual staff requests must receive the endorsement of the building principal before being submitted to the committee for approval.

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For the Board

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For the Association

Memorandum of Understanding

**DATA ACQUISITION AND DISSEMINATION**

The Board and Association will cooperate in the development of a district-wide database and make available, to the extent permitted by law, comprehensive information regarding the following aspects of the District educational program. The database will be implemented over the term of the Agreement, to the extent that funding and other unnecessary resources are available. The database will include, but not be limited to the following types of information and other services:

- Class size, EMIS, AYP, and demographic information will be collected and maintained in the database.
- Identification of and means of contacting District resources to assist with classroom difficulties.
- Data-based resources, including best practices, staff development opportunities and resources for the improvement of education.
- Interactive resources for the sharing of instructional information among professional staff.

The database is intended to serve as a District information resource as well as a resource for the improvement of instruction. The Board and Association will cooperate in the development, refinement and use of the database.

The Board and Association acknowledge that both state and federal law protect the privacy rights of students and parents with respect to personally identifiable pupil information. Specific pupil information will be made available only to those having responsibility.

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For the Board

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For the Association



Grievance Report Form (Step I)

6. This grievance is submitted as  an Association grievance  
 an Individual grievance  
 a Group or Class grievance

7. Signature(s) of the grievant(s) or Association designee(s) if an Association grievance:

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(attach additional sheets if necessary)

This form must be submitted to the Superintendent's designee with a copy to the Association Grievance Committee Chairperson within thirty (30) days of the date the grievant knew or should have known of the act or condition on which this grievance is based.

NOTE: If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor (a non-member who has immediate administrative line authority over the affected grievant), if it affects a group or class of members, or if it affects the Association, it may be initiated at Step II.



GRIEVANCE REPORT FORM

(STEP I - continued)

PART B

1. Date the Step I grievance meeting was held \_\_\_\_\_

2. Those persons present at the grievance meeting were: \_\_\_\_\_

(attach additional sheet(s) if necessary)

3. My written disposition of this grievance is as follows: \_\_\_\_\_

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

(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Superintendent's Designee

The written disposition must be returned to the grievant within five (5) days of the Step I grievance meeting with copies to the Superintendent and the Association Grievance Committee Chairperson.

GRIEVANCE REPORT FORM

(STEP II)

PART A

(check one)

1.  I/We are not satisfied with the written disposition of the grievance received at Step I and hereby submit the grievance to Step II of the grievance procedure.

OR

- I/We have not received any written disposition at Step I within five (5) days of the grievance meeting or the Superintendent's designee failed to hold a Step I grievance meeting within five (5) days after I/we submitted said form to him/her. I/We therefore submit this grievance to Step II of the grievance procedure.

OR

- This grievance appears to arise from an action or inaction of an authority higher than an immediate supervisor, affects a group or class of members, or affects the Association. I/We therefore submit this grievance to Step II of the grievance procedure.

2. Date this Step II grievance form was submitted to the Superintendent:

\_\_\_\_\_

3. Signature(s) of the grievant(s) or Association designee(s) if an Association grievance:

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

(attach additional sheets if necessary)

This form must be submitted to the Superintendent with a copy to the Association Grievance Committee Chairperson within any of the following time limits:

1. Five (5) days of the date of receipt of the Step I written disposition; or
2. Five (5) days of the last date the Superintendent's designee was to have held a Step I grievance meeting and he/she failed to do so; or
3. Five (5) days of the last date the Superintendent's designee was to have returned the Step I written disposition and he/she failed to do so; or
4. Thirty (30) days of the occurrence of the act or conditions on which this grievance is based AND the grievance appears to arise from an action or inaction of an authority higher than an immediate supervisor, affects a group or class of members, or affects the Association.

GRIEVANCE REPORT FORM  
(STEP II - continued)

PART B

1. Date the Step II grievance meeting was held: \_\_\_\_\_

2. Those persons present at the grievance meeting were: \_\_\_\_\_

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

(attach additional sheet(s) if necessary)

3. My written disposition of this grievance is as follows: \_\_\_\_\_

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

(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

The written disposition must be returned to the grievant within five (5) days of the Step II grievance meeting with copies to the Association Grievance Committee Chairperson and the Superintendent's designee named in Step I.

GRIEVANCE REPORT FORM

(STEP III)

(check one)

- 1.  I/We are not satisfied with the written disposition of the grievance received at Step II and hereby submit the grievance to Step III of the grievance procedure.

OR

- I/We have not received any written disposition at Step II within five (5) days of the date the Step II grievance meeting or the Superintendent failed to hold a Step II grievance meeting within five (5) days after I/we submitted this grievance to him/her. I/We therefore submit this grievance to Step III of the grievance procedure.

- 2. Date this Step III grievance form was submitted to the Superintendent: \_\_\_\_\_  
\_\_\_\_\_

- 3. Signature(s) of the grievant(s) or Association designee(s) if an Association grievance:

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

(attach additional sheets if necessary)

- 4. This form must be submitted to the Superintendent with a copy to the Association Grievance Committee Chairperson within five (5) days of either the date of receipt of the Step II written disposition or the last date the Superintendent was to have returned the Step II written disposition and he/she failed to do so.

GRIEVANCE REPORT FORM

(STEP IV)

THIS APPEAL MUST BE MADE BY THE ASSOCIATION

I/We are not satisfied with the results of the previous step and hereby submit the grievance to Step IV of the grievance procedure.

Date this Step III grievance form was submitted to the Superintendent:

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Signature(s) of the Association designee(s)/officials:

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(attach additional sheets if necessary)

This form must be submitted to the Superintendent with a copy of an American Arbitration Association demand for arbitration form within five (5) days of the later of:

1. The date of receipt of the Step III written disposition;
2. Refusal of either party to participate in mediation if mediation is requested; or
3. Completion of mediation without settlement of the grievance.

APPENDIX B

**Certified Salary Schedule Index**

Years	BACH I	BA+15 II	BA+30 III	MA IV	MA+15 V	MA+30 VI	MA+45 VII
0	1.0000	1.0300	1.0600	1.0900	1.1200	1.1500	1.1800
1	1.0420	1.0733	1.1046	1.1347	1.1659	1.1991	1.2284
2	1.0941	1.1269	1.1509	1.1823	1.2137	1.2463	1.2787
3	1.1488	1.1833	1.1992	1.2320	1.2683	1.2973	1.3312
4	1.2063	1.2424	1.2580	1.2837	1.3254	1.3557	1.3858
5	1.2665	1.3046	1.3197	1.3376	1.3851	1.4167	1.4482
6	1.3299	1.3698	1.3843	1.4032	1.4474	1.4804	1.5133
7	1.3964	1.4203	1.4521	1.4720	1.5125	1.5471	1.5814
8	1.4382	1.4731	1.5233	1.5441	1.5859	1.6167	1.6526
9	1.4814	1.5275	1.5796	1.6198	1.6628	1.6951	1.7269
10	1.5258	1.5841	1.6381	1.6991	1.7434	1.7774	1.8133
11	1.5716	1.6427	1.6987	1.7620	1.8280	1.8636	1.9040
12	1.6188	1.7035	1.7616	1.8272	1.9167	1.9539	1.9992
13	1.6673	1.7665	1.8268	1.8947	1.9876	2.0487	2.0991
14	1.6673	1.7665	1.8268	1.9648	2.0611	2.1244	2.2041
15	1.6673	1.7665	1.8268	1.9648	2.0611	2.1244	2.2041
16	1.6840	1.7842	1.8451	1.9845	2.0817	2.1457	2.2261
17	1.6840	1.7842	1.8451	1.9845	2.0817	2.1457	2.2261
18	1.7008	1.8021	1.8636	2.0044	2.1025	2.1671	2.2484
19	1.7008	1.8021	1.8636	2.0044	2.1025	2.1671	2.2484
20	1.7179	1.8201	1.8821	2.0244	2.1235	2.1888	2.2709
21	1.7179	1.8201	1.8821	2.0244	2.1235	2.1888	2.2709
22	1.7351	1.8382	1.9010	2.0446	2.1448	2.2107	2.2935
23	1.7351	1.8382	1.9010	2.0446	2.1448	2.2107	2.2935
24	1.7523	1.8566	1.9200	2.0650	2.1662	2.2328	2.3165
25	1.7523	1.8566	1.9200	2.0650	2.1662	2.2328	2.3165
26	1.7699	1.8752	1.9392	2.0857	2.1879	2.2551	2.3396
27	1.7699	1.8752	1.9392	2.0857	2.1879	2.2551	2.3396
28	1.7876	1.8939	1.9586	2.1066	2.2097	2.2777	2.3631

**APPENDIX C**

**Certified Salary Schedule Effective August 1, 2008**

August 1, 2008    \$37,930    2.85%

Years	BACH I	BA+15 II	BA+30 III	MA IV	MA+15 V	MA+30 VI	MA+45 VII
0	37,930	39,068	40,206	41,344	42,482	43,620	44,757
1	39,523	40,710	41,897	43,039	44,223	45,482	46,593
2	41,499	42,743	43,654	44,845	46,036	47,272	48,501
3	43,574	44,883	45,486	46,730	48,107	49,207	50,492
4	45,755	47,124	47,716	48,691	50,272	51,422	52,563
5	48,038	49,483	50,056	50,735	52,537	53,735	54,930
6	50,443	51,957	52,506	53,223	54,900	56,152	57,399
7	52,965	53,872	55,078	55,833	57,369	58,682	59,983
8	54,551	55,875	57,779	58,568	60,153	61,321	62,683
9	56,190	57,938	59,914	61,439	63,070	64,295	65,501
10	57,874	60,085	62,123	64,447	66,127	67,417	68,778
11	59,611	62,308	64,432	66,833	69,336	70,686	72,219
12	61,401	64,614	66,817	69,306	72,700	74,111	75,830
13	63,241	67,003	69,291	71,866	75,390	77,707	79,619
14	63,241	67,003	69,291	74,525	78,178	80,578	83,602
15	63,241	67,003	62,291	74,525	78,178	80,578	83,602
16	63,874	67,675	69,985	75,272	78,959	81,386	84,436
17	63,874	67,675	69,985	75,272	78,959	81,386	84,436
18	64,511	68,354	70,686	76,027	79,748	82,198	85,282
19	64,511	68,354	70,686	76,027	79,748	82,198	85,282
20	65,160	69,036	71,388	76,785	80,544	83,021	86,135
21	65,160	69,036	71,388	76,785	80,544	83,021	86,135
22	65,812	69,723	72,105	77,552	81,352	83,852	86,992
23	65,812	69,723	72,105	77,552	81,352	83,852	86,992
24	66,465	70,421	72,826	78,325	82,164	84,690	87,865
25	66,465	70,421	72,826	78,325	82,164	84,690	87,865
26	67,132	71,126	73,554	79,111	82,987	85,536	88,741
27	67,132	71,126	73,554	79,111	82,987	85,536	88,741
28	67,804	71,836	74,290	79,903	83,814	86,393	89,632



APPENDIX D

**Certified Salary Schedule Effective August 1, 2009**

August 1, 2009    \$39,911    2.85%

Years	BACH I	BA+15 II	BA+30 III	MA IV	MA+15 V	MA+30 VI	MA+45 VII
0	39,011	40,181	41,352	42,522	43,692	44,863	46,033
1	40,649	43,198	43,092	44,266	45,483	46,778	47,921
2	42,682	43,961	44,898	46,123	47,348	48,619	49,883
3	44,816	46,162	46,782	48,062	49,478	50,609	51,931
4	47,059	48,467	49,076	50,078	51,705	52,887	54,061
5	49,407	50,894	51,483	52,181	54,034	55,267	56,496
6	51,881	53,437	54,003	54,740	56,465	57,752	59,035
7	54,475	55,407	56,648	57,424	59,004	60,354	61,692
8	56,106	57,467	59,425	60,237	61,868	63,069	64,470
9	57,791	59,589	61,622	63,190	64,867	66,128	67,368
10	59,523	61,797	63,904	66,284	68,012	69,338	70,739
11	61,310	64,083	66,268	68,737	71,312	72,701	74,277
12	63,151	66,455	68,722	71,281	74,772	76,224	77,991
13	65,043	68,913	71,265	73,914	77,538	79,922	81,888
14	65,043	68,913	71,265	76,649	80,406	82,875	85,984
15	65,043	68,913	71,265	76,649	80,406	82,875	85,984
16	65,695	69,603	71,979	77,417	81,209	83,706	86,842
17	65,695	69,603	71,979	77,417	81,209	83,706	86,842
18	66,350	70,302	72,701	78,194	82,021	84,541	87,712
19	66,350	70,302	72,701	78,194	82,021	84,541	87,712
20	67,017	71,004	73,423	78,974	82,840	85,387	88,590
21	67,017	71,004	73,423	78,974	82,840	85,387	88,590
22	67,688	71,710	74,160	79,762	83,671	86,242	89,472
23	67,688	71,710	74,160	79,762	83,671	86,242	89,472
24	68,359	72,428	74,901	80,558	84,506	87,104	90,369
25	68,359	72,428	74,901	80,558	84,506	87,104	90,369
26	69,046	73,153	75,650	81,365	85,352	87,974	91,270
27	69,046	73,153	75,650	81,365	85,352	87,974	91,270
28	69,736	73,883	76,407	82,181	86,203	88,855	92,187

APPENDIX E

**Certified Salary Schedule Effective August 1, 2010**

August 1, 2010    \$ 40,123    2.85%

Years	BACH I	BA+15 II	BA+30 III	MA IV	MA+15 V	MA+30 VI	MA+45 VII
0	40,123	41,327	42,530	43,734	44,938	46,141	47,345
1	41,808	44,429	44,320	45,528	46,779	48,111	49,287
2	43,899	45,215	46,178	47,437	48,697	50,005	51,305
3	46,093	47,478	48,116	49,432	50,888	52,052	53,412
4	48,400	49,849	50,475	51,506	53,179	54,395	55,602
5	50,816	52,344	52,950	53,669	55,574	56,842	58,106
6	53,360	54,960	55,542	56,301	58,074	59,398	60,718
7	56,028	56,987	58,263	59,061	60,686	62,074	63,451
8	57,705	59,105	61,119	61,954	63,631	64,867	66,307
9	59,438	61,288	63,378	64,991	66,717	68,012	69,288
10	61,220	63,559	65,725	68,173	69,950	71,315	72,755
11	63,057	65,910	68,157	70,697	73,345	74,773	76,394
12	64,951	68,350	70,681	73,313	76,904	78,396	80,214
13	66,897	70,877	73,297	76,021	79,748	82,200	84,222
14	66,897	70,877	73,297	78,834	82,698	85,237	88,435
15	66,897	70,877	73,297	78,834	82,698	85,237	88,435
16	67,567	71,587	74,031	79,624	83,524	86,092	89,318
17	67,567	71,587	74,031	79,624	83,524	86,092	89,318
18	68,241	72,306	74,773	80,423	84,359	86,951	90,213
19	68,241	72,306	74,773	80,423	84,359	86,951	90,213
20	68,927	73,028	75,515	81,225	85,201	87,821	91,115
21	68,927	73,028	75,515	81,225	85,201	87,821	91,115
22	69,617	73,754	76,274	82,035	86,056	88,700	92,022
23	69,617	73,754	76,274	82,035	86,056	88,700	92,022
24	70,308	74,492	77,036	82,854	86,914	89,587	92,945
25	70,308	74,492	77,036	82,854	86,914	89,587	92,945
26	71,014	75,239	77,807	83,685	87,785	90,481	93,872
27	71,014	75,239	77,807	83,685	87,785	90,481	93,872
28	71,724	75,989	78,585	84,523	88,600	91,388	94,815

## APPENDIX F

### SEVERANCE CALCULATION UNDER RETIRE/REHIRE

In items 2, 3 and 8 regarding modifications to rights and benefits under the Master Agreement, Section 46.2 describes how the severance payment shall be calculated for re-employed retired staff members. Specifically, the Section includes the following provisions:

- (a) Any severance benefit associated with accumulated sick leave shall be calculated at the time of initial retirement and paid in accordance with the Master Agreement at the point when the re-employed member either: a) resigns, or b) is no longer under contract and will not be offered a contract to return for the following school year.
- (b) For severance purposes, there shall be no break in service for all re-employed staff members. Severance pay associated with years of service shall be calculated and paid in accordance with the Master Agreement at the time the re-employed member resigns or is no longer under contract to return for the following school year.
- (c) The re-employed staff member shall retain all accumulated sick leave earned during pre STRS retirement that is not included in the member's severance calculation. All remaining accumulated sick leave shall expire after severance is paid as provided in this Agreement.

Based on the provisions of Article 46.2 and the terms of Article 50 (Severance Pay) of the Master Agreement, severance pay will thus be calculated as follows:

#### Part I: Severance Pay Associated with Accumulated Sick Leave (50.1(b))

The member's per diem rate of pay at the time of initial retirement will be multiplied by one-fourth of the member's accrued and unused sick leave days to a maximum of fifty (50) days. This amount will be calculated and "banked" until the member resigns or is no longer under contract to return for the following school year.

#### Part II: Severance Pay Associated with Years of Continuous Service in Worthington (50.1(c))

##### A. Years of Service at the Time of Initial Retirement:

The member's per diem rate of pay at the time of initial retirement will be multiplied by the number of years of continuous Worthington service, over 10, up to 25-1/2 days. This amount will be calculated and "banked," along with sick leave severance above, until the member resigns or is no longer under contract to return for the following school year.

##### B. Years of Service at the Time of "Final" Retirement:

If the member had retired initially and had not been credited with 25-1/2 days in their severance calculation under II-A above, then any additional years of service accumulated

after re-employment shall be credited to the member in accordance with Section 46.2 up to a total of 25-1/2 days, including those credited to the member at the time of initial retirement. When the member resigns or is no longer under contract to return for the following school year, eligible additional years of service beyond the time of initial retirement will be calculated based on the member's daily rate of pay at that time. This will be added to the severance previously calculated and "banked" above, and then paid to the member in accordance with the Master Agreement.

EXAMPLE:

John Smith retires with 250 days of accumulated sick leave and 20 years of continuous service in the Worthington Schools. His per diem rate of pay at the time of retirement is \$404.50. He is re-employed under the terms of the Memorandum for one additional year and then resigns at the conclusion of that year. His per diem rate of pay at the time he resigns (at step 10) is \$322.81. Severance pay is calculated as follows:

I. Sick Leave Severance:

200 days x 25% x per diem = 50 x \$404.50 = \$20,225 (payment deferred)

*(Note: Remaining sick leave balance of 50 days not used toward above calculation carries over.)*

II-A. Years of Service Severance at Time of Retirement:

10 years x 1.5 days x per diem = 15 x 404.50 = \$6,067.50 (payment deferred)

II-B. Years of Service Severance at Time of "Final" Retirement:

1 year x 1.5 days x per diem = 1.5 x 322.81 = \$484.22 (added to I and II-A and paid at this time)

*(Note: Because he was credited with 15 days at the time of initial retirement, the maximum number of days that could be used in this calculation would be 10.5.)*

<u>TOTAL SEVERANCE PAYMENT:</u>	20,225.00
	+ 6,067.50
	+ 484.22
	<u>\$26,776.72</u>

## APPENDIX G

### HEALTH INSURANCE OPT-OUT PROGRAM PROVISIONS

#### Insurance Opt-Out Program

As used in this Section, "Qualified Members" means full-time bargaining unit members who are eligible for health insurance benefits under any of the plans described in Section 58.1 of the Agreement and who are also eligible to receive health insurance benefits under a plan not sponsored by the Worthington City Schools. An employee who is eligible for insurance benefits by reason of a spouse who is employed by Worthington City Schools is also an eligible employee. Qualified members who elect not to receive health insurance benefits under any of the plans provided under Section 58.1 of the Agreement may be eligible for payments as provided herein, (the "Opt-Out Program") provided that all of the following conditions are met:

#### A. Plan Enrollment.

Qualified Members who enroll in the Opt-Out Program prior to or on the final enrollment date and who do not receive Board paid health insurance under any of the health insurance programs defined in Section 58.3 of the Agreement during the following health insurance plan year will be paid an amount determined by the Board and communicated to members as part of the Opt-Out Plan, (the "Opt-Out Incentive Payment"). Payment of the Opt-Out Incentive Payment will be made through the District's Section 125 plan at the time of the first payroll in December, following the insurance plan year during which the member opted out of health insurance coverage.

#### B. General Provisions

1. All bargaining unit members desiring to participate in the Opt-Out Program must enroll by submitting a written request for participation in the Program in such form and manner as determined by the District Treasurer. As part of the enrollment process, Qualified Members will be required to verify that they have non-district health insurance coverage available. An employee who is eligible for insurance benefits by reason of a spouse who is employed by Worthington City Schools is also an eligible employee.
2. Enrollment in the Opt-Out Program must take place during the Opt-Out Plan enrollment period. Qualified Members who have enrolled in the Opt-Out Program for any year will not be permitted to enroll in the District's health insurance plan until the next annual enrollment period unless a "qualifying event" as described in the District's Section 125 plan has occurred with respect to such member.<sup>20</sup>

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<sup>20</sup> "Qualifying events" are generally described as changes in personal or family circumstances that, as matter of law would entitle the member to re-enroll in the District's health insurance plan. Examples of such changes would include the loss of spousal insurance coverage, the birth of a child or similar events.

3. The Board may, at its sole discretion, terminate the Opt-Out Program for any insurance plan year. In the event of termination, members who had participated in the Opt-Out Program during the previous year will be eligible to enroll for health insurance benefits during the open enrollment period.

APPENDIX H

SUMMARY OF HEALTH INSURANCE COVERAGE

WORTHINGTON SCHOOLS		
BENEFITS	HSA PLAN - January 1, 2009	
	IN-NETWORK	OUT-OF-NETWORK
Deductible (calendar year)		
Single	<u>\$1,500</u>	<u>\$3,000</u>
Family	<u>\$3,000</u>	<u>\$6,000</u>
Co-Insurance Out-of-Pocket Maximum (Deductible not included)		
Single	\$0	<u>\$3,000</u>
Family	\$0	<u>\$6,000</u>
Maximum Out-of-Pocket Deductible & Coinsurance		
Single	<u>\$1,500</u>	<u>\$6,000</u>
Family	<u>\$3,000</u>	<u>\$12,000</u>
Prescription Drugs (Retail Pharmacy)	100% after deductible	70% after deductible
Prescription Drugs (Mail Order)	100% after deductible	70% after deductible
Well Baby Care & Immunization to 12 months of age	100% - not subject to deductible	70% after deductible
Well Baby Care age 1 to 9	100% - not subject to deductible	70% after deductible
Maternity	100% after deductible	70% after deductible Notification required if more than 48 hrs.
Labor Room	100% after deductible	70% after deductible
Delivery Room	100% after deductible	70% after deductible
Newborn Care	100% after deductible	70% after deductible
Newborn Hospital	100% after deductible	70% after deductible
Routine Adult Physical - Age 9+	100% - not subject to deductible	70% after deductible
Outpatient Office Visits (w/ Diagnosis)	100% after deductible	70% after deductible
Eye Exam (Refractive)	100% - not subject to deductible one per calendar year	70% after deductible one per calendar year

**WORTHINGTON SCHOOLS**

<b>BENEFITS</b>	<b>HSA PLAN - January 1, 2009</b>	
	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Allergy Injections	100% after deductible	70% after deductible
Allergy Injections w/Office Visit	100% after deductible	70% after deductible
Routine Pap Smear	100% - not subject to deductible	70% after deductible
Screening Mammography	100% - not subject to deductible Age 35 - 40 - 1 ; 40-50 - 1 every 2 years.; over 50 - 1 every year	70% after deductible
Diagnostic Mammography	100% after deductible	70% after deductible
Chiropractic Office Visits One Visit & One Treatment per day	100% after deductible 50 visits per calendar year combined	70% after deductible
Chiropractor X-rays	100% after deductible	70% after deductible
Therapies : Physical (20), Cardiac (20) Occupational (20), Speech (20), Pulmonary (20) - Outpatient	100% after deductible	70% after deductible
Supplemental Accident Benefit	100% after deductible	70% after deductible
Urgent Care	100% after deductible	70% after deductible
Emergency Accident/ Emergency Medical Care	100% after deductible	70% after deductible Notification Required if inpatient
Ambulance (Medically Necessary)	100% after deductible	70% after deductible
Durable Medical Equipment \$25,000 Limit per year	100% after deductible	70% after deductible Notification required over \$1,000
Oral Surgery (In-Patient Hospital)	100% after deductible	70% after deductible
Jaw Surgery (Medically Necessary)	100% after deductible	70% after deductible
Accidental Dental Traumas	100% after deductible Prior notification required before follow-up treatment begins	70% after deductible
TMJ Evaluation & treatment - no surgery Limited to \$1,000 per calendar year	100% after deductible	70% after deductible
Inpatient Hospital; Semi-Private Room	100% after deductible	70% after deductible
Inpatient Therapy	100% after deductible	70% after deductible
Physician Consultation Inpatient	100% after deductible	70% after deductible



**WORTHINGTON SCHOOLS**

<b>BENEFITS</b>	<b>HSA PLAN - January 1, 2009</b>	
	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Psychiatric & Substance Abuse Outpatient	100% after deductible 50 visits per calendar year	70% after deductible
Psychiatric and Substance Abuse Inpatient Hospital Semi-Private Room	100% after deductible 30 days per calendar year	70% after deductible
Hospital Doctor Visits	100% after deductible	70% after deductible
Anesthesia	100% after deductible	70% after deductible
Emergency Surgery	100% after deductible	70% after deductible
Inpatient Surgery (Medically Necessary)	100% after deductible	70% after deductible
Intensive Care Unit	100% after deductible	70% after deductible
Cardiac Care Unit	100% after deductible	70% after deductible
Special Care Unit	100% after deductible	70% after deductible
Operating Room	100% after deductible	70% after deductible
Recovery Room	100% after deductible	70% after deductible
In-Hospital Path. & Lab.	100% after deductible	70% after deductible
Radiology	100% after deductible	70% after deductible
IV Solution and Supplies	100% after deductible	70% after deductible
Pre-Admission Testing	100% after deductible	70% after deductible
Diagnostic Testing & Laboratory (ex. x-ray, CT scan, MRI)	100% after deductible	70% after deductible
Prostate Specific Antigen Test	100% - not subject to deductible	70% after deductible
Cosmetic Surgery	Not Covered	Not Covered
Home Health Care	100% after deductible Limited to 60 visits per calendar year	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Skilled Nursing Facility Care	100% after deductible Limit of 180 days per calendar year combined	70% after deductible

**WORTHINGTON SCHOOLS**

<b>BENEFITS</b>	<b>HSA PLAN - January 1, 2009</b>	
	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Hospice (Terminally Ill)	100% after deductible Limit of 180 days per lifetime	70% after deductible
Assistant Surgery	100% after deductible	70% after deductible
Personal Care Items	Not Covered	Not Covered
Human Organ Transplant (Tissue and Organ Combined)	100% after deductible	70% after deductible Limited to \$30,000 per transplant
Artificial Limbs/Eyes (Initial/Replacement)	100% after deductible Limited to \$25,000 per calendar year	70% after deductible
Dialysis	100% after deductible	70% after deductible
Chemotherapy/Radiation - Outpatient	100% after deductible	70% after deductible
Second Opinion for Elective Surgery	100% after deductible	70% after deductible
Sterilization	100% after deductible	70% after deductible
Reversal of Sterilization	Not Covered	Not Covered
Infertility Treatment Beyond Diagnosis	Not Covered	Not Covered
Hearing Test/ Hearing Aids	100% after deductible Limited to \$300 per calendar year combined	70% after deductible
Lifetime Maximum Benefit	Unlimited	\$1,000,000
Dependent Age Limit	19 - 24 if full time student	19 - 24 if full time student

NOTE: Most Out-of-Network benefits require prior notification for benefits to be paid.  
Failure to notify will result in a reduction of eligible expenses.

APPENDIX I  
WORTHINGTON CITY SCHOOLS  
SICK LEAVE VOUCHER

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

By checking this box, I am indicating that I wish to be paid for

\_\_\_\_\_   
 (# of days)

unused Sick Leave days for the school year

\_\_\_\_\_ - \_\_\_\_\_ \*

Please mail my Sick Leave check to:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

THIS VOUCHER MUST BE FILED WITH THE PAYROLL OFFICE NO LATER THAN JUNE 30.

Sick Leave days submitted for payment eliminates all sick leave days for that year. Payment for sick leave will be made on or before July 30.

\*Failure of employee to submit this Voucher Form by June 30 of each year will indicate that the unused sick leave days are to be accumulated to employee's total.

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

FOR TREASURER'S RECORDS

AMOUNT OF CHECK \$ \_\_\_\_\_

TOTAL SICK LEAVE ACCUMULATION AS OF JULY 1, \_\_\_\_\_  
Total Days