

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.

ARTICLE 4

ASSOCIATION ATTENDANCE AT PUBLIC BOARD MEETINGS

- 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 **at least one week prior to any regularly scheduled Board meeting.**

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

10.7 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 **restricted to a maximum of thirty (30) minutes unless both parties agree to an extension, limited to a reasonable length of time.**

ARTICLE 12

PRINTING OF THE MASTER AGREEMENT

At the conclusion of negotiations, ~~the Board shall furnish each member with a copy of the Agreement.~~ **the 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 14

REDUCTION IN FORCE (RIF)

14.1

(4) Selection of Displaced Members for Reduction in Force

- (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 ~~to~~ 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

14.2 — Transfer of a Building to Another District

~~When the Board of Education becomes aware that school district territory which includes a staffed building(s) is to be transferred to another school district, the Superintendent shall make all transfers necessary to restaff such building(s) first with members who have agreed to voluntary transfers and then with members having the least seniority through involuntary transfers. Such transfers shall be accomplished prior to the date the building(s) is transferred.~~

ARTICLE 15

NON-RENEWAL OF LIMITED TEACHING CONTRACT

- 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 a 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.

ARTICLE 16

PROFESSIONAL DEVELOPMENT OPPORTUNITIES

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.

Each member¹ desiring to use fee authorization must complete a written application form (Form B-5, ~~Rev. 1/92~~). This form must be received by the Personnel Office no later than the first work day of the seventh week of the term² 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.

¹Generally 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.

²"Term" refers to the academic term for the university/college for which a fee authorization is being requested.

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.

16.3 Tuition Reimbursement for Graduate Course Work

The Board shall provide ~~\$110,000~~ **\$120,000** per year for the purpose of reimbursing members for graduate course work tuition.³ 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.

Article 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 and benefits of becoming certified as a Master Teacher to bargaining unit members.**

³ 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.

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 \$ 1250 annually.

ARTICLE 18

CONTINUOUS IMPROVEMENT ~~PLANNING PROCESS~~

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.

Article 18.2

21st CENTURY RENEWAL PLANNING PROCESS

School-wide planning process and support of student achievement and success are the hallmarks of the 21st 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 not 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 21st 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 20

PROFESSIONAL DEVELOPMENT ADVISORY COUNCIL

20.5 — Timeline for Implementation

~~The Superintendent and the President of the Association shall have the respective members selected by 30 days after the Master Agreement is approved. The PDAC will have the plan to implement the objectives and responsibilities outlined in this Article by June 15, 2002.~~

ARTICLE 22

LENGTH OF CONTRACTUAL YEAR

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 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 each 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

23.4 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 within 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 6th period during the school day will receive a supplemental stipend of \$5000.00 for each full year in which a six-period teaching assignment is maintained. If the member does not teach six (6) periods for an entire year, the stipend will be pro-rated for that portion of the year in which six (6) instructional periods were taught. Volunteers for 6th 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 6th periods are available, the administration shall contact volunteers to accept or reject the opportunity to teach a 6th period.

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 (~~IDEA~~) (**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 ~~IDEA~~ 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)),” the case 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 is 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.

32.8 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.

32.9 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 35

JOB OPENINGS AND ANNOUNCEMENTS

- 35.1 As soon as the administration determines that a job opening⁴ 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**

⁴ 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.

Notice Web site. Throughout the year, the Human Resources Department will maintain a telephone recorder system which will list all current openings.

- 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 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.**

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, ~~Least Restrictive Environment 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

37.4 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 are 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 of 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.

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 ~~with part pay and one half of his/her fringe benefits⁵ paid. The member who elects to maintain his/her fringe benefits may pay his/her portion through payroll deduction 40.2.~~ 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.

~~The partial salary received while on leave shall be the difference between the member's regular salary for the next school year and the salary of a beginning teacher Class I Step 0 at the time the~~

~~professional leave commences.~~ Such payment will be made according to one of the regular payroll plans beginning on or about September 15.

(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 benefits¹ 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.

- (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.**

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 ~~or any 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 ~~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/designee 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) No** More than three (3) consecutive leave days (including days without pay) may be taken ~~without the pre-approval of the Superintendent/designee~~ **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.***
- (4) *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 Superintendent **and the Association President.***
- (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.”*

ARTICLE 41

UNPAID LEAVES

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.**

41.5 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 member who desires~~ 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.

ARTICLE 43

SALARY SCHEDULE AND PAYROLL

- 43.1 Effective August 1, ~~2005~~2008, the base salary (Class I, Step 0) shall be ~~\$34,510~~\$37,930. Effective August 1, ~~2006~~2009, the base salary shall be ~~\$35,632~~\$39,011. Effective August 1, ~~2007~~2010, the base salary shall be ~~\$36,879~~\$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

- (6) ~~Members hired for the 2004-2005 school year and thereafter will receive payroll payments by direct payroll deposit. The Treasurer may waive the direct deposit requirement for good cause, provided that the Treasurer's decision shall be final and not subject to the grievance procedure.~~ **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 409A) 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

- 44.5 The Board will grant up to ~~ten (10)~~ **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.**

ARTICLE 46

SALARY NOTICES, CONTRACTS, RETIRE/REHIRE

46.2 Retire/Rehire

- 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.⁶

⁶ 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, ~~2005~~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
<p>* Computed by multiplying the base salary (Class I, Step 0) on the certificated salary schedule by .0138.</p> <p>** Computed by multiplying the range by the base.</p>							

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. ~~e-2007-08 school year. In its initial report to the superintendent, the SPAC shall include recommendations on the distribution of such additional units.~~

(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

48.2 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.

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

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

ARTICLE 51

WORKSHOP RATE OF PAY

The hourly workshop rate shall be ~~eighteen dollars (\$18.00) effective August 1, 2005~~ **nineteen dollars (\$19.00) effective September 1, 2008 and will increase to twenty dollars (\$20.00) effective August 1, 2009.**

ARTICLE 55

TEACHER PROFESSIONAL ORGANIZATION (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 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

56.4 Authorized payroll deductions will be made in ~~ten (10)~~ **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.

ARTICLE 58

INSURANCE PROGRAMS

~~58.1 Through December 31, 2005, the Board shall provide the following medical insurance plan options: (1) a 100/80 Preferred Provider Organization Plan (PPO 100); (2) a 90/70 Preferred Provider Organization (PPO 90) plan, and (3) a Health Maintenance Organization Plan (HMO).~~

~~(a) The contribution for a full-time member electing the PPO 100 shall be an amount equal to 10.5% of the single or family monthly premium for the PPO 100 plan; however, the full-time member's contribution~~

~~shall not exceed \$26.00 for single, \$65.00 for family beginning 9/1/2004; and \$31.00 for single, \$78.00 for family beginning 1/1/2005.~~

- ~~(b) — The contribution for a full-time member electing an HMO plan shall be an amount equal to 10.5% of the single or family monthly premium for the plan; however, the full-time member's contribution shall not exceed \$7.00 for single, \$43.00 for family beginning 9/1/2004. Beginning 1/1/2005, the Board's contribution to the HMO single and family premium shall be equal to the Board's contribution to the PPO 100 single and family premium, respectively, and the member's contribution shall be the difference between the plan cost and the Board contribution.~~
- ~~(c) — Through 12/31/04, the contribution to the premium for each full-time member electing single or family PPO 90 coverage shall be the difference between the premiums for the PPO 100 and the PPO 90 plans minus the amount of the full-time member's contribution to the PPO 100 plan indicated above; however, the full-time member's contribution shall not exceed \$0 for single, \$8 for family beginning 9/1/2004. Beginning 1/1/2005, the Board's contribution to the PPO 90 single and family premium shall be equal to the Board's contribution to the PPO 100 single and family premium, respectively, and the member's contribution shall be the difference between the plan cost and the Board contribution.~~
- ~~(d) — The full-time member's contributions for all medical plans will be rounded to the nearest whole dollar increment.~~
- ~~(e) — The PPO and HMO providers shall be maintained throughout the duration of the contract. The coverage for each plan shall remain the same for the duration of the contract or as otherwise negotiated.~~

~~58.2~~ **58.1** Effective January 1, ~~2006~~2009, the Board will provide a High Deductible Health Savings Account (HSA) insurance plan for the members of the bargaining unit. (Appendix H.) The deductible amount will be ~~\$1100~~ \$1500 per year for single coverage and ~~\$2200~~ \$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 ~~\$54.00~~ 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 ~~and \$22.00 per month for 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.

- 58.32** 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. **After January 1, 2006**, FSA funds may not be used for expenses covered by the HSA plan.
- 58.43** 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.
- 58.54** 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.
- 58.65** 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.

58.76 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.

58.87 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.

58.98 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 61

Technology Committee

The board will make a onetime \$80,000 allocation in Fiscal Year 2010 to support innovative and creative technology. The process and procedures regarding the 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 ~~61~~62 COMPLETE AGREEMENT

61.1 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.

61.2 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 ~~62~~
63
DURATION OF CONTRACT

62.1 This Master Agreement shall become effective at 12:01 a.m. on September 1, ~~2005-2008~~ and shall continue in full force and effect until midnight, August 31, ~~2008~~2011.

62.2 Executed as of the ~~1st~~ 29th day of September, ~~2005~~ 2008.

Board of Education

Worthington Education Association

Negotiating Chairperson

Negotiating Chairperson

President

President

Superintendent

APPENDIX C

August 1, 2008	\$ 37,930							
EXPER.	I BA	II BA+15	III BA+30	IV MA	V MA+15	VI MA+30	VII MA+45	
0	\$ 37,930	\$ 39,068	\$ 40,206	\$ 41,344	\$ 42,482	\$ 43,620	\$ 44,757	
1	\$ 39,523	\$ 42,001	\$ 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	\$ 62,133	\$ 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	\$ 69,291	\$ 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

August 1, 2009	\$ 39,011							
EXPER.	I	II	III	IV	V	VI	VII	
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	
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

August 1, 2010	40,123						
	I	II	III	IV	V	VI	VII
EXPER.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
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	88,660	91,388	94,815

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.

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.

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 specific aspects of the District educational program. The database will be implemented over the term of the Agreement, to the extent that funding and other necessary 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

Memorandum of Understanding

SALARY INDEX REVIEW COMMITTEE

~~There shall be created a Salary Index Review Committee (SIRC) which is charged with the responsibility to review and make recommendations to the Board and Association regarding the salary index contained in the Agreement.~~

1. Membership in SIRC

~~The SIRC shall consist of eight (8) members, four of whom shall be appointed by the Superintendent and four 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.~~

2. Duties of SIRC

~~The SIRC shall conduct such meetings as necessary to review and compare the operation of the salary schedule index to other indexes and other compensation systems for public school teachers both in Ohio and elsewhere. The SIRC may review all aspects of teacher compensation. The SIRC is not empowered to unilaterally make changes to the salary structure without ratification by the Association and approval by the Board. The creation of the SIRC does not diminish or in any way reduce the Board's and Association's rights or responsibilities.~~

3. Report

~~The SIRC shall issue a written report and recommendations to the Superintendent and Association President on or before January 1, 2008.~~

~~Approved: September 1, 2005.~~

For the Board

For the Association