

AGREEMENT

ENTERED INTO BETWEEN

**THE WASHINGTON COURT HOUSE CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

THE WASHINGTON EDUCATION ASSOCIATION

July 1, 2023 — June 30, 2026

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ARTICLE 1

RECOGNITION

Section A. Recognition: The Board recognizes that teaching is a profession. The Board recognizes the Association and the Professional Negotiation Committee of the Association as the representatives of the certificated/licensed personnel employed, excluding full-time administrators. The Association recognizes the Board as the elected representatives of the people of the Washington Court House City School District as the employer of the teachers of the school district.

This article is under the specific jurisdiction of the State Employees Relations Board of Ohio and is not subject to the grievance procedure.

The Athletic Director is no longer a member of the bargaining unit.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to matters, (ARTICLE II, SECTION C) in order to serve the best interests of public education.

Section B. Principles:

1. Attaining Objectives: Attainment of objectives for the educational program of the District requires mutual understanding and cooperation among the Board, the superintendent, his staff, and the teachers. Therefore, free and open exchange of views is desirable and necessary with all parties concerned.

Good faith involves coming together with the intention of solving common problems, insuring good relationships, and educational progress. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. "Good faith" requires both parties to recognize negotiations as a shared process, preferably a process of mutual problem solving.

2. Professional Personnel: It is recognized that teaching is a profession requiring the possession of specialized educational qualifications and the success of the educational program depends upon services of qualified and competent leaders, who are reasonably satisfied with the working conditions under which their services are performed.

School administration encompasses the specialized area of overall school management as imposed *by* written job description and board direction, taking into full account the best interests of the community served by all school personnel.

3. Negotiable Items: Matters related to terms and conditions of employment are negotiable. Any item that is to be negotiated will be presented on an Agenda in a prior Board Meeting, as public information.
4. Responsibility: The Board, under law, has the final responsibility of establishing policies for the district. The superintendent and his administrative staff have the

responsibility of carrying out the policies established. The teachers have the ultimate responsibility of providing the best possible education in the classroom.

5. Information: The Association shall provide the Board with the following information by May 15 of each year:
 - a. The name and mailing address of the organization.
 - b. The name and address of each area, state, and national organization with which it is affiliated.
 - c. The name, title, and mailing address of each officer in the Association.
 - d. The name and address of the chairman and members of the Professional Negotiation Committee.

The Association shall provide a list of membership to the Board by November 1 of each year.

6. Censor: No action to coerce or penalize any negotiating participant shall be made or implied by any other member.

Section C. Article Procedures:

1. Assistance: Consultants may be used by either party. Costs shall be borne by the inviting group.
2. Progress Reports: While discussions are in progress any releases prepared for news media will be approved by both groups.
3. Representation: Representative members of the Board, and/or the Superintendent, or their designated representative shall meet with representative members of the Association and/or their designated representative for the purpose of negotiations.

As many as four representatives may be used by either party to the negotiations process. When as many as four representatives are used by the Association, three (3) must be teaching employees of the Board. When as many as four representatives are used by the Board negotiating team, three (3) must be members of the Board and/or the administrative staff of the District.

Other than as previously stated, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Nor shall the above stated provisions limit the ability of either party to secure assistance from consultants who are not a party of the immediate negotiation's procedure.

While no final agreement shall be executed without ratification by the Association, and by the Board, the parties mutually pledge that their representatives will be clothed

with the necessary power and authority to make proposals and make counterproposals.

4. Procedures:

- a. Upon request of either party to the other made in writing on or after March 1 of the final year of any existing collective bargaining agreement, the Board negotiating committee and the Association Negotiating Committee shall meet for the purpose of a successor contract negotiating.
- b. All meetings shall be scheduled by agreement of both parties. To the extent that negotiations are conducted during the school year, they will be scheduled to disrupt normal school operations as little as reasonably possible. To that end, the parties agree that at least $\frac{1}{2}$ of the meetings held for negotiations during the school year will continue to be conducted after school. In no event will negotiations be conducted in a manner that will result in teachers being out of their classrooms during the school day more than three day per week.
- c. Meetings shall be confined to committee members only.

5. Information: The Board and superintendent agree to furnish the Association's Negotiation Committee, upon reasonable request, all available information concerning financial resources of the district. Such information will include the tentative appropriation budget as well as such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program.

6. Program and Curriculum: Items of program and curriculum concern should be initiated no later than March 1 so as to be properly studied and implemented for the fall school term, unless otherwise mutually agreed upon.

7. Caucus: Upon the request of either party, the negotiating meeting shall be recessed to permit the requesting party a reasonable period to caucus.

Section D. Agreement:

1. Approval: When agreement is reached by the Negotiating Committee, it shall be reduced to writing; and when approved by the Association and the Board and signed by the appropriate officers, it shall become a part of the official minutes of the Board and the Association. The agreement shall constitute a modification of the Policies, Rules and Regulations of the Board, and when necessary, provisions in the Agreement shall be reflected in individual contracts.
2. Non-Discrimination: The Agreement shall not discriminate against any teacher regardless of membership or non-membership in the Association.

Section F. Disagreement: The parties mutually agree to utilize the following dispute settlement procedure in lieu of the statutory impasse resolution procedures provided in Ohio Revised Code

Section 4117.17 C(2), (3), (4), (5) and (6) in the event negotiations for a successor collective bargaining agreement are not concluded 50 days prior to the expiration of any existing collective bargaining agreement or in the event that the negotiations for any contract reopener have not been concluded within thirty (30) days after the parties' first meeting.

Either party may request mediation from the Federal Mediation and Conciliation Service. If requested by either party, both shall thereafter meet and confer with the mediator and/or with each other as directed by the mediator.

Section G. Duration: Either party desiring to negotiate changes in this Professional Negotiation Agreement shall notify the other party in writing at least thirty (30) days prior to April 1 of the final year of any existing collective bargaining agreement between the parties. Failure of the parties to agree upon changes to this Agreement prior to the expiration date of the then existing collective bargaining agreement shall result in the automatic termination of this Agreement upon the effective date of the next collective bargaining agreement between the parties. Change may also be made at any time by mutual consent.

ARTICLE 2

SCHOOL YEAR

Section A. Standard Workday: The standard workday for teachers shall consist of 7 hours and 20 minutes. Starting and dismissal times will be publicized prior to the beginning of each school year. Building principals shall schedule classroom and other working time and lunch periods for teachers within their respective buildings. Staff input will be considered but the principal shall establish building schedules to best meet the needs of the students.

An employee's work year shall consist of one hundred eighty-five (185) days. This includes all teacher in-service/work days (4), parent teacher conferences (2), and the staff development day (1), plus the one hundred seventy eight (178) days of school, of which four (4) days may be used for professional development days. The number of days scheduled under this Article shall not limit the District's ability to require additional days worked to ensure compliance with the State minimum number of hours of instruction per year. The District shall continue the practice of permitting up to five (5) calamity days per year, as long as the District remains in compliance with mandatory State minimum number of hours of instruction which currently are:

- a. 455 instructional hours for half-day kindergarten;
- b. 910 hours for all-day kindergarten through grade 6;
- c. 1001 hours for students in grades 7-12.

Nothing contained herein shall be construed to limit the Board's rights under R.C. 3313.482 for making up any number of hours, up to the equivalent of three (3) school days, or its rights under other laws that provide for the remote instruction of the Board's students.

Section B. Meetings: When staff meetings are necessary, they shall be held within the confines of the standard workday whenever possible. Teachers shall be notified of all meetings at least one day in advance, except in an emergency situation.

Section C. Lunch Period: All teachers shall have within the confines of the standard workday, a duty-free uninterrupted lunch period of not less than thirty (30) minutes per day.

Section D. Non-Classroom Duties: Duty schedules, except duties covered by supplemental contracts, shall be worked out jointly by the administrators and the classroom teachers involved. In scheduling non-classroom duties, the standard workday shall be maintained.

Section E. Parent-Teacher Conferences: Parent-teacher conference days shall be scheduled jointly by the administration and the teaching staff. A minimum of one school day or its equivalent shall be scheduled for parent-teacher conferences each school year. All teachers shall attend parent-teacher conferences unless specifically excused by the building principal.

Section F. Conference and Preparation Time: Teachers shall have daily conference and preparation time of at least 42 minutes, at least 30 minutes of which shall be consecutive. No teacher shall be required to give up his/her conference and preparation time in order to assume the classroom duties of a teacher except in case of emergency.

Section G. Required Reports: Teachers shall keep records and reports as required by state or local policy.

Section H. Occasional Work Beyond the Standard Workday: Recognizing that teachers are paid on an annual salary basis, nothing contained herein shall be implied to require the payment of additional compensation to teachers who are occasionally required to work more than the standard workday to fulfill their duties and responsibilities.

Section I. School Year:

1. The length of each teacher school year shall not exceed 185 days with no more than 180 student contact days. The remaining days shall be used for parent/teacher conferences, teacher workdays, and professional development days.
2. For purposes of this collective bargaining agreement the following definitions shall apply:
 - a. "Holiday" shall be defined as a non-paid, non-workday occurring on a Monday through Friday of the regular work week. The following days shall be defined as "holidays":
 - Labor Day
 - Thanksgiving and the day following
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Any day set apart by proclamation of the president of the United States or the governor of this state as a day of fast, thanksgiving or mourning.

- b. "Vacation" shall be defined as non-paid, non-workdays occurring for five (5) or more consecutive days excluding the weekend. The following shall be defined as "vacation":

Winter Recess (which shall include at least five (5) days in addition to those days reserved for the celebration of December 25 and January 1. Exact dates shall be set by the Board in the annual calendar).

Spring Recess (which shall include at least five (5) days is subject to makeup days for calamity, if needed. Exact dates shall be set by the Board in the annual calendar).
 - c. "Teacher workday" shall be defined as a non-contact day with students to plan and prepare for student instruction.
 - d. "Professional development day" shall be defined as a day for teacher continuing education.
 - e. Teachers that have perfect attendance during the school year (excl. court or professional days) will receive a \$500 stipend for each semester of perfect attendance.
3. The Association president or designee and the Superintendent or designee will meet each year to develop options for the next school year's calendar. These options will be submitted to each work site for a district-wide vote of school employees no later than January 31. The results of the vote will be given to the Association president/designee, the Superintendent/designee, and submitted to the Board for consideration.
 4. Should there be a need for the Board to revise the adopted school calendar during its term, the Board and Association will meet and discuss proposed changes at least fourteen (14) days before action is taken by the Board. The fourteen (14) day period may be waived by mutual agreement in case of emergency.

ARTICLE 3

CONTRACTUAL STATUS

Section A. Policy for Teachers:

1. No teacher, with the exception of the substitute teachers, will be placed in a teaching position unless he/she is certificated for the position. (For purposes of this Article, the term certificate shall be interchangeable with the term license.) The Board shall not be considered to have violated this provision if a teacher fails to renew a required certificate or license for his or her assigned position.
2. It is the responsibility of the teacher to provide a copy of his/her teaching certificate to be kept on file in the Superintendent's office. The teacher is responsible for securing a renewal of his/her teaching certificate prior to the start of the school year in which the certificate will expire.

3. No teacher will be requested to accept a teaching or a supplemental assignment which carries an increment without a contract, except in emergency situations.
4. The Board will enter into contracts for the employment of all teachers. The Board fixes their salaries, which may be increased but not decreased during the term for which the contract is made as follows: If there is a reduction in salary, below that paid during the preceding school year, it must be a part of a uniform plan affecting the entire District.

Section B. Regulations for Teachers:

1. Contracts for the employment of teachers will be of two types: limited contracts and continuing contracts. A limited contract is a contract for a term not to exceed five years. A continuing contract is a contract which will remain in effect until the teacher resigns, elects to retire, is terminated for good and just cause, or is suspended in accordance with Article 9.

A continuing contract may be granted only to the following:

- (a) Teachers holding professional, permanent or life certificates, (under prior law); or
- (b) Teachers holding professional educator licenses (under current law) whose initial teacher's certificate or license was issued prior to January 1, 2011, plus either of the following:
 - (1) if a masters was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or
 - (2) if no masters degree was held at the time of initial certification or licensure, thirty (30) semester hours of coursework in the area related to the teaching field since the initial issuance of the certificate or license; or
- (c) Teachers holding professional educator licenses (under current law) whose initial teacher's certificate or license was issued on or after January 1, 2011 and has held an educator license for at least seven years, plus either of the following:
 - (1) if a masters was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or
 - (2) if no masters degree was held at the time of initial certification of licensure, thirty (30) semester hours of coursework in the area related to the teaching field since the initial issuance of the certificate or license.

Additionally, in order to be granted a continuing contract, teachers must receive an evaluation rating of "Accomplished" or "Skilled" during the year in which they request consideration for continuing contract status.

2. One-Year Contracts: The first three (3) contracts for a full-time teacher and all contracts for a part-time teacher in the District will be for one (1) year. Compliance with the state certification requirements is a requirement to hold this and all subsequent contracts. A full-time teacher shall be defined as a teacher scheduled to work a minimum of 1000 hours during the school year. A part-time teacher shall be defined as a teacher scheduled to work less than 1000 hours during the school year.
3. Three-Year Contracts: A full-time, properly certified teacher who has taught full-time for at least three (3) years in the District and who has received an evaluation rating of “Accomplished” or “Skilled,” if re-employed will be granted a three (3) year contract except that the Board reserves the right to grant only a one (1) year contract where the teacher’s evaluation rating is “Developing” or “Ineffective.”
4. Continuing Contracts: Teachers who have completed at least three (3) years of full-time teaching in the District within the last five (5) years and who are eligible for continuing contract status under state law may request to be considered for a continuing contract. If reemployed, a continuing contract will be issued to full-time teachers who hold an Ohio professional, permanent, or life teaching certificate and who have completed at least three (3) years of teaching in the District. If the teacher has held a continuing contract elsewhere in Ohio, he/she will be granted a continuing contract after two (2) years of full-time teaching in the District. Even though a teacher has otherwise become eligible for a continuing contract, the teacher will be placed on an extended limited contract for a period not to exceed two (2) years if the teacher receives a performance rating of “Developing” or “Ineffective” during the year the teacher requests consideration for continuing contract status. At the end of this limited contract, the teacher will be either employed under a continuing contract or non-renewed.
5. Supplemental Contracts: For duties performed in excess of those required during the regular school year, teachers will be compensated according to the supplemental contract salary schedule. For all those positions listed on the supplemental salary schedule, a supplemental contract will be issued and must contain the salary, and a brief description of the duties to be performed.

ARTICLE 4

ABSENCE FROM DUTY

Section A. Short Term Leaves: Teachers may absent themselves from duty under the following conditions and approval of the administration.

1. Sick Leave:
 - (a) Transfer Credit: Teachers who have sick leave credit earned will receive full transfer credit for sick leave earned in the public institutions of Ohio. To receive the transfer credit, the teacher’s break in service from the previous public Ohio institution must have been within 10 years of the teacher’s beginning service date with the District).

- (b) Sick Leave Benefits: Each full-time teacher will be entitled for each completed month of service to sick leave of one and one fourth (1 1/4) days, or a maximum of fifteen (15) working days per year with pay. All unused sick leave will be accumulated to a maximum of 215 days.
- (c) When Sick Leave Allowance Becomes Available: Five (5) days of sick leave are available upon the start of employment. These five days are earned at the rate of one and one fourth (1 1/4) days per month. Each full-time teacher who has exhausted his/her accumulated sick leave will be entitled to an advancement, on request, of five (5) days each year to be used in accordance with existing policy and to be charged against sick leave he/she subsequently accumulates.
- (d) Leave of Absence and Sick Leave: No teacher will lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor will he/she accumulate any additional days of allowance during his/her leave of absence.
- (e) Contributions to State Retirement System During Sick Leave: Contributions to the State Retirement System will be made for teachers on sick leave to the extent of the sick leave accumulation.
- (f) Resignation and Sick Leave: A teacher who leaves the employ of the Board, except as leave of absence, will be given a statement, as required by law, of his/her unused days of sick leave which will remain to his/her credit unless the teacher submits a written request to transfer the remaining unused sick leave to another public institution, and such request is honored by the transferee public institution.
- (g) Sick leave may be used for the following purposes:
 - (1) Personal Illness or Injury: Teachers may absent themselves from duty because of personal illness, pregnancy, injury or exposure to contagious disease.
 - (2) Illness in Family: Teachers may use sick leave for illness or injury in the teacher's immediate family (parent, grandparent, spouse, parent of spouse, child, sister, brother or permanent member of the household). The Superintendent or his/her designee may permit teachers to use sick leave for serious illness or injury of grandchildren or other members of the teacher's family in situations the Superintendent or his/her designee deems it appropriate to do so.
 - (3) Death in Family: A teacher will be allowed up to three (3) days of absence, not chargeable to sick leave, to attend a funeral for a member of the teacher's immediate family. Immediate family is defined as (parent, grandparent, spouse, parent of spouse, child, sister, brother, or permanent member of the household). Any additional days may be granted by the Superintendent and are to be charged to sick leave.

2. Attendance at Professional Meetings:

- (a) Meetings attended by the teacher must provide direct instructional benefit to the school system or must provide training of a nature that will enhance employee performance in his or her assigned responsibilities.
- (b) Application for attendance at these professional activities must be made to the building principal on the form provided. Final approval for granting of such requests will rest with the Superintendent.
- (c) Application must be made at least 10 working days prior to the date of the scheduled event.
- (d) Actual registration fees related to the leave will be paid by the Board upon receipt of documentation of such expenses by the Treasurer.
- (e) Leave under this provision will not be charged against any other leave category.
- (f) Approval for professional leave will be limited by funds available in the Appropriation Account.

3. Personal Leave: Each teacher will be granted three (3) days of personal leave per year without loss of pay.

The following regulations will govern personal leave:

- (a) The personal leave provision of the Master Contract will be used in the best interest of the staff and its use will not in any manner bring disrespect or do damage to the professional status of the faculty as a whole.
- (b) Personal leave will not be used in time increments of less than one-half (1/2) day.
- (c) Personal leave days will be non-cumulative.
- (d) Personal leave cannot be used before or following a holiday or vacation period, to extend a holiday or vacation in any manner, at the beginning or end of the school term, or on days scheduled for teacher professional development or parent teacher conferences. Personal leave cannot be used on Mondays and Fridays after April 15, except in extraordinary circumstances approved in advance by the Superintendent or the Superintendent's designee.
- (e) The number of teachers who absent themselves from duty on a given day may be limited by the availability of substitute teachers.
- (f) The request for personal leave will be submitted in advance to the building principal. Telephone notices will be honored in an emergency (calamity) situation.

- (g) Personal leave will not be charged against accumulated sick leave. Unused personal leave will be converted to sick leave at the end of the school year.
- (h) Building Principals shall have the discretion to authorize incidental personal leave to his/her teachers for the purposes of attending to personal or family medical emergencies or visiting the school of the teacher's child to observe or participate in school related activities or to attend parent-teacher conferences, provided that the teacher arranges in advance with another teacher to cover his/her absence at no cost to the District and provided further that no teacher shall use more than three (3) hours of incidental personal leave in a school year. Incidental personal leave will not be charged against the teacher's personal leave or be treated as an absence from duty for any purpose.
- (i) A teacher who separates from service prior to the end of a contract year shall have an amount deducted from any compensation that remains payable to the teacher that is equal to the product of:
 - (a) the teacher's current per diem rate of pay; and
 - (b) the difference between the amount of personal leave used through the date of separation and an amount rounded to the nearest ½ day that is determined by:
 - (i) the product of 3 and an amount determined by dividing the number of work days through the effective date of separation by 185

This formula is expressed as:

$$\text{Per Diem Rate of Pay} \times (3 - (\text{Personal Leave Used} \times (\# \text{ Work Days thru Separation Date}/185))) = \text{Amount Owed to District}$$

For example, an employee whose daily rate of pay is \$300 who has used all 3 personal leave days and who resigns on the 125th work day of the school year shall have \$300 deducted from any compensation that remains payable to the teacher:

$$\$300 \times (3 - (3 \times (125/185))) = \$300$$

Notwithstanding the foregoing, in the event the amount derived from the above calculation results in a negative amount owed, no amount shall be deducted from any compensation that remains payable to the teacher.

4. Court or Jury Leave: Court or jury leave will be granted with pay for any teacher for the purpose of making court appearances resulting from activities related to the teacher's employment in the school district or in any court case in which the teacher may be subpoenaed. Such leave will not be granted where the teacher is a plaintiff in a court case against the District.

5. Battery Leave:

- A. The Board shall grant leave to a teacher who is physically battered under the following conditions and specifications:
 - 1. The teacher is absent due to actual physical disability resulting from a clearly unprovoked physical attack upon the teacher (e.g., an injury resulting from the teacher breaking up a fight between students).
 - 2. The injury occurred on Board premises or while in attendance at an official school function and in the course of the teacher's employment.
 - 3. The teacher has requested battery leave as provided in paragraph B and the Superintendent has approved the leave.
- B. A teacher requesting battery leave will complete and submit to the Superintendent a leave request form provided by the Board which includes the following:
 - 1. Date and time of occurrence.
 - 2. Identification of the individual(s) causing the assault (if known).
 - 3. Facts and circumstances surrounding the assault.
 - 4. A certificate from a licensed physician describing the nature of the injury sustained causing absence. The Board may also require the teacher to be examined by its physician at its expense.
 - 5. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).
 - 6. Signature of the battered teacher.
- C. The teacher shall be granted a maximum of fifteen (15) working days of battery leave. During battery leave, the teacher shall be maintained on full pay basis, and the leave shall not be charged against sick leave or personal leave. At the expiration of the battery leave, if the teacher is still disabled, the teacher may use his accumulated sick leave or apply for workers' compensation, if eligible.
- D. The teacher shall as a condition of receiving battery leave, file criminal charges against the assailant(s) involved, if known.
- E. A teacher returning from battery leave will be assigned to the same position held at the time of the incident whenever possible.

6. Flexible Resilience Time (FRT): Teachers with more than one year of service with the District, may request a leave period of 5 days or 10 days (10 days total per school year). Subject to the principal's discretion due to operational needs, the District will have the right

to limit the eligible teachers' exercise of this provision to a total of either 250 days or 30K over the term of this agreement. FRT must be drawn from the teacher's accumulated sick leave time.

Section B. Procedures for Short Term Leave:

1. Notification: A teacher who is absent from duty because of personal illness, illness or death in the immediate family, subpoena, or jury summons, will notify the building principal as early as possible and not later than 7:00 a.m. on the date of the absence.
2. Loss of Salary: Absence on the part of the teacher will result in the loss of pay for period of absence, except as otherwise provided in this Agreement. The amount to be deducted for each day of absence will be equal to the yearly salary divided by 185 or the equivalent, exclusive of supplemental wages.
3. Effect of Absence on Salary Increments: No teacher will be denied any annual salary increment because of absence resulting from service in the Armed Forces of the United States for a period up to five (5) years.

Section C. Unpaid Leaves:

1. Maternity/Adoption Leave: Upon becoming pregnant or adopting a child, a teacher may request a leave of absence without compensation for a period not to exceed one (1) year. Such leave will be requested at least thirty (30) days prior to the commencement of leave, when possible.
2. Study Leave: Teachers will be granted one (1) year of leave without pay for the purpose of furthering their education. Application to the Superintendent for such leave will be made by May 30, preceding the school year in which the leave is to begin. No more than five percent (5%) of the District's teachers may be on study leave at the same time. When a teacher returns from study leave, he/she will be assured of a position based on the certification held prior to the study leave. Study leave will be granted after tenure or during a contract term only.
3. Leave of Absence for Personal Illness: Upon the written request of a teacher, the Board shall grant a leave of absence without pay for a period of not more than two (2) consecutive school years due to the teacher's personal illness or disability. Upon request, the teacher shall supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the teacher will be unable to work because of his/her illness or disability. Before returning to work, a teacher granted such leave must provide the District with a physician's certificate stating that the teacher is fit to resume his/her duties.
4. Family and Medical Leave: The parties acknowledge and agree that, on or after August 4, 1993, teachers may be entitled to receive, under certain circumstances, up to twelve (12) weeks of unpaid leave annually to care for their child after birth, or placement for adoption or foster care; their sick spouse, their sick child, their sick parent, for their own serious health condition under the Family and Medical Leave Act of 1993, or qualifying exigency. A year shall be defined as a rolling twelve (12) month period measured backward from the date a teacher uses FMLA leave (i.e., the "leave year" is specific to each individual teacher). Family

and Medical Leave will be granted subject to the law's terms, conditions, and regulations, including those specifically applicable to instructional personnel of local educational agencies (a copy of which the Administration shall provide at the time the leave is requested). During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in the district's health insurance plan. Time spent by teachers on paid leave or under unpaid leave provided in this Agreement for reasons which would qualify for leave under the FMLA shall be deducted from FMLA entitlement. Upon return to service, the teacher shall resume the same contract status which he/she held prior to the leave.

Section D. Regulations for Unpaid Leaves:

1. Duration of Leaves: All unpaid leaves of absence other than Family Medical Leave will be for a definite period of at least twenty (20) workdays, and such leaves shall be in accordance with Ohio law, and may not be renewed unless in the judgment of the school to do so or otherwise required by law. Leaves of absence for mandatory service in the Armed Forces are exempt from this regulation.
2. Fringe Benefits: While on leave, a teacher shall be entitled to continue his/her participation in the District's Employee Health Plan and group insurance plans in which he/she was enrolled prior to the commencement of his/her unpaid leave provided that he/she pays the premiums (both the teacher's contribution and the contribution normally made by the District) for said coverage(s) to the Treasurer in advance each month.
3. Return from Leave: All leaves of absence are made from the District and not from specific positions therein. Upon return to duty at the expiration of the leave of absence, the person will resume the contract status held prior to such leave. At the expiration of the leave, the teacher shall be offered a position within his/her areas of certification. Refusal by the teacher of the position offered shall be considered good and just cause for termination of the teacher's employment contract.
4. Intentions of Person on Leave: The Superintendent may set a date upon which the teacher on leave of absence must indicate his/her intention to return to duty. If the teacher fails to comply with the Superintendent's request, the leave of absence becomes a resignation.

Section E. Sick Leave Bank

1. Establishment:
 - (a) Each teacher may contribute one (1) or two (2) days of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods for the Section will be the time period beginning on August 15 and ending August 30 of each calendar year.
 - (b) All contributions to the Sick Leave Bank must be authorized by the contributing employee in writing, and no contributions will be effective without said written authorization. Except as otherwise provided herein, once donated, days(s) contributed to the Sick Leave Bank are not returnable.

- (c) If at least twenty-five (25) teachers are not enrolled by the school year enrollment period deadline, the prospective members will have their donated days credited to their accumulated sick leave account, and the bank will not be established.
- (d) No contributions may be made except as provided in this Section.
- (e) The sick leave bank will continue to accumulate year after year.
- (f) Sick leave that has been advanced pursuant to Article 4(1)(c) shall not be eligible for contribution to the sick leave bank.

2. Operational Procedures:

- (a) Use of days from the Sick Leave Bank will be limited to a catastrophic illness or injury of the teacher or teacher's family. Catastrophic is defined as unexpected critical illness, surgery or a temporary disability. Family shall be considered a husband, wife, child or step-child. A doctor's statement is required with the application in order to be considered.
- (b) Use of days from the Sick Leave Bank will be considered only after the employee has used all of his/her accumulated paid leave days and has used possible advances of sick leave days.
- (c) The maximum number of days of sick leave that an employee may use/withdraw is thirty percent (30%) of the total days of sick leave in the Bank at the end of the enrollment period. Additional sick leave withdrawals may be granted at the discretion of the Sick Leave Bank Committee.
- (d) Teachers receiving sick day credit under this section will be paid at their then current daily rate.

3. Sick Leave Bank Committee:

The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank. This committee shall be empowered to adopt rules and regulations and make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following persons:

- (a) Treasurer of the Washington Courthouse Schools or his/her designee.
- (b) Administrator designated by the Superintendent.
- (c) The Association President or his/her designee.
- (d) Two (2) teachers. These teachers are to be appointed by the Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle and secondary levels.

Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

One (1) of the three (3) bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

The District Treasurer's office shall keep the Sick Leave Bank records.

The SBC will be responsible for developing the forms needed to operate the Bank.

The SBC will review guidelines as needed or as requested by any member of the committee.

ARTICLE 5

ASSOCIATION RIGHTS

Section A. The Board and the Association agree that representatives of Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instructional programs. Speakers shall be permissible, if directed by the Association, for its members or prospective members.

Section B. Use of school facilities for meetings must be scheduled with the appropriate building principal who will schedule the facility if there is no conflict.

Section C. The Association shall be granted use of school office equipment provided each usage is cleared with the building principal, excluding use of equipment that requires a trained operator. Cost of expendable supplies shall be paid by the Association.

Section D. The Board shall provide adequate bulletin board space in the teacher's lounge in each building for Association purposes. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin board space.

Section E. The Association may use the internal mail system of the school and place Association communications in the mailboxes provided for each teacher in the system.

Section F. An Association representative shall be included at the end of the agenda of building meetings on request to the person in charge of the meetings.

Section G. Officers and Association representatives shall be permitted to visit schools in the District before or after the school day. Officers and Association representatives shall report to the office upon arrival. Officers and Association representatives may visit schools in the District on school time on approval by both building principals.

Section H. Officers and appointed representatives of the Association may use designated telephones in each building to carry on Association business. Telephone usage shall be arranged

by agreement between the Association member and building principal. Any fees or toll call charges shall be reimbursed to the Board by the Association.

Section I. Association members elected to serve in full time positions of the OEA or NEA, shall be granted up to two (2) years leave of absence, without pay for that purpose, provided the leave does not extend beyond the individual teacher's contract period.

Section J. The Association shall be granted up to a collective total of ten (10) days of leave with pay to perform Association duties including members of the bargaining unit attending the OEA representative assembly.

Section K. A copy of each building's teacher handbook will be given annually to the Association President upon request.

Section L. Grants requiring the Association to sign off on the grant application will be presented to the Association President for the Association's approval or disapproval with the understanding that the approval or disapproval will be given within ten (10) calendar days. Any grant signed off on by the Association does not constitute any agreement to change the terms of this Agreement. Any changes to the working conditions of teachers will be dealt with through bargaining the effects, prior to implementing the terms of the grant.

Section M. WEA President shall be notified personally by email two (2) weeks prior to new teacher orientation and provided up to twenty (20) minutes during the meeting to meet privately with new hires.

ARTICLE 6

BOARD RIGHTS

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct and control the operation of the District. These rights include, but are not limited to, such areas of discretion or policy as described below:

- (a) The determination of qualifications and standards for teachers.
- (b) The hiring, promotion, assignment, direction and evaluation of teachers.
- (c) The suspension, discharge, release or other disciplinary action against teachers.
- (d) The determination of methods, means and personnel by which the District's operations are to be concluded.

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.

ARTICLE 7

GRIEVANCE PROCEDURES

The resolution of grievances shall be in accordance with procedures contained in this Article.

Section A. Definition of Terms:

1. Grievance: A grievance is an alleged violation of the negotiated agreement.
2. Administrator: Any employee of the District who is employed under an administrative contract as defined by Ohio Revised Code Section 3319.02.
3. Administrative Representative: Any administrator, any member of the school Board, Board affiliates, or legal counsel.
4. Member of Association: A teacher of the District who pays dues directly to the Association.
5. Representative of Association: Any member of Association, OEA, legal counsel(s) or other person(s) of the aggrieved's choosing.
6. Witness: An individual(s) requested to attend the grievance hearing upon request of either the administration or the aggrieved in order to give pertinent information.
7. Aggrieved: May be one or more teachers having a grievance or, under conditions as specified, it may be the Association.

Section B. Grievance conferences shall be conducted at reasonable times so as not to hinder or restrict school operations. Such conferences will be set by the appropriate administrator at a time agreeable to the grievant within the time limits of the step involved.

Section C. Any of the time limits established for this grievance procedure may be waived by mutual agreement of the parties involved.

Section D. A grievance may be withdrawn without prejudice.

Section E. In the event there is a grievance which involves a number of teachers in one school, it may be submitted as a group grievance. The teachers involved in the grievance will be named on the grievance form.

Section F. In the event there is a grievance which involves a number of teachers in more than one school, it may be submitted as a group grievance by the Association and may be instituted at Step II of the Grievance Procedure, if the Association so elects. The teachers involved in the grievance will be named on the grievance form.

Section G. In the event there is a grievance which involves a condition of general concern within the provisions of this Article to the teaching personnel of the District, it may be submitted by the Association as an Association grievance and may be instituted at Step II of the Grievance Procedure, if the Association so elects.

Section H. Informal Procedure: During the course of this Agreement, grievances may arise concerning the interpretation or application of the policies, rules, and procedures of the Board or the provisions of this Agreement. When such grievance arises, a sincere attempt shall be made to resolve the stated concern within ten (10) school days after the act or occurrence giving rise to the alleged misapplication, misinterpretation or violation of school policies affecting teacher personnel or of the negotiated agreement. An Association member may attend the information conference if requested by the grievant. If the Association member attends the meeting with the grievant, the principal may also choose a member of the administration to also be present. Within three (3) school days after the information conference is concluded, the teacher(s) may request a written record of the conference from the building principal. This record shall contain the date and place of the conference, the names of those in attendance, and a summary of the topic(s) discussed. It shall be signed by the building principal and delivered to the teacher(s) no later than the end of the second school day immediately following the request for it. Failure to timely comply with this informal procedure will preclude further processing of the grievance under the formal procedure.

Section I. Formal Procedure:

STEP I

1. Filing Grievance: Within ten (10) school days after the occurrence of the incident which is the subject of the grievance, the aggrieved will reduce the grievance to writing on a form provided by the Board (Exhibit K). The grievance will be filed with the aggrieved's building principal or immediate supervisor. Notification of the filing of the grievance will also be given to the Association president by the aggrieved on the day the grievance is filed.
2. Hearing: Within four (4) school days after the grievance is filed, the building principal or supervisor will conduct a hearing with the aggrieved to discuss the grievance and attempt to resolve it.
 - (a) The aggrieved may request that the hearing involve only the principal/supervisor and the aggrieved, or
 - (b) The aggrieved may choose to be accompanied at the hearing by another member of the Association. In such cases, the principal/supervisor may choose to be accompanied by another administrator of the District. A witness or witnesses may be present at this hearing. The role of any accompanying party will be to advise, counsel, or give pertinent information.
3. Within four (4) school days following this hearing, the principal/supervisor will state the decision in writing on the grievance form and provide a copy to the aggrieved.

4. Decision: In the event no decision is forthcoming in the prescribed time, the grievance will be considered appealable to the next level. The failure of the aggrieved to appeal any decision to the next step within four (4) school days shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.
5. Appeal: In the event that the aggrieved is not satisfied with the disposition of the grievance at Step 1, the aggrieved may, within four (4) school days of receipt of such decision, request the principal to forward the grievance to the Superintendent. Upon such request, the principal will forward the grievance to the Superintendent within three (3) school days. Notification of the filing will also be given to the Association president by the aggrieved on the day the grievance is appealed.

STEP II

1. Hearing: The Superintendent shall schedule a hearing within ten (10) school days of receipt of the grievance and shall give written notification of the time and place of the hearing to the grievant and the Association president.
 - (a) The aggrieved may request that the hearing involve only the Superintendent and the aggrieved, or
 - (b) The aggrieved may choose to be accompanied by another member of the Association or an Association representative. In such case, the Superintendent may choose to be accompanied by another administrator of the District or Administrative representative. A witness or witnesses may be present at this hearing. The role of any accompanying party will be to advise, counsel, or give pertinent information.
2. Within five (5) school days after this meeting, the Superintendent shall state the decision in writing on the grievance form and provide a copy to the grievant.
3. Decision: In the event no decision is forthcoming in the prescribed time, the grievance will be considered appealable to the next level. The failure of the aggrieved to appeal any decision to the next step within fourteen (14) school days shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

Section J. Association Appeal to Arbitration. If a grievance is not satisfactorily resolved at Step II of the formal grievance procedure, above, the Association may submit a written demand for arbitration to the Superintendent within fourteen (14) calendar days after receipt of the decision of the Superintendent or his/her designated representative.

STEP III

1. Within ten (10) days after this written demand for arbitration is submitted to the Superintendent, the Association shall submit the grievance to arbitration with the

American Arbitration Association with full administration of the arbitration provided by AAA.

2. The arbitrator shall be requested to hold a hearing on the earliest date available and unless such time is extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted.
3. The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends the terms of this Agreement, nor shall he make any decision which is contrary to law. The arbitrator shall not substitute his/her judgment for that of the Board.
4. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on all parties.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association. The expenses of the witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings shall be made unless both parties agree to dispense with such a record. Each party shall pay for its own copy of such record, and the parties shall share equally the cost of the arbitrator's copy.

Section K. Individual Rights: Teachers may present grievances and appeals on their own behalf, except that such teachers shall not be permitted to appeal to arbitration pursuant to Step III of the Grievance Procedure.

ARTICLE 8

INDIVIDUAL RIGHTS AND PRIVILEGES

Section A. Nondiscrimination: In accordance with Chapter 4112 of the Ohio Revised Code, the parties to this Agreement will not discriminate on the basis of age, sex, race, ethnic origin, marital status, religion, or condition of handicap for purposes of employment, conditions of employment, or termination of employment.

Section B. Teacher's Rights Will Not be Abridged: The teacher's rights under constitutions and laws of the United States of America and the State of Ohio will not be abridged. The Board and the Administration recognize that those rights extend to the hiring process and all contractual obligations.

Section C. Teacher's Personnel Files:

1. There will be established and maintained one (1) permanent file on each teacher. The file will be maintained in the Office of the Superintendent. Building personnel files shall be maintained in the office of the building principal and shall include evaluation documentation. When a teacher is transferred from one building to another within the school district, the teacher's building personnel file will be transferred to the new building.
2. Personnel files shall be open to inspection to the general public as required pursuant to state law. Teachers shall be sent written notification within twenty-four (24) hours of the name and address of any member of the general public inspecting and/or obtaining copies of any information contained in their personnel files, if known, and shall be furnished, at no expense, copies of the information made available to any member of the general public.
3. Teachers will be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance. Teachers shall receive a copy at the time it is placed in the file. Anonymous complaints or materials will not be placed in a teacher's personnel file.
4. If and when a teacher and the Superintendent or his designee agrees that there is adequate evidence that certain material in said teacher's file is irrelevant, inappropriate, or false, such material will be removed from the file or corrected. If the teacher and the Superintendent or his designee are unable to reach an agreement and the teacher still feels that the material contained in the file is irrelevant, inappropriate, or false, such teacher will have the right to attach a written statement to the disputed information or file a grievance concerning the dispute with action beginning at Step II.
5. A teacher will have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative office.

Section D. Teacher Discipline: The Board's right to manage, direct and control the operation of the district includes the right to discipline teachers for just cause. Discipline may consist of verbal warnings, written reprimands, suspensions with pay, suspensions without pay, termination or such other appropriate action as may be needed given the nature and magnitude of the misconduct involved. Except in situations of serious misconduct warranting immediate suspension or termination, discipline of teachers shall be administered in accordance with the principle of progressive discipline.

Teachers shall have the right to be represented by an Association representative in any meeting or conference at which the teacher has been informed by the Administrator calling the meeting or conference that the teacher will be disciplined or if the teacher otherwise reasonably believes he/she will be disciplined.

Section E. Complaints Against Teachers: Complaints lodged against teachers by students, parents, or other members of the community should be resolved informally by the teacher, if possible. The teacher shall report all such complaints and whatever action may have been taken by the teacher to resolve them to the teacher's building principal.

If such effort does not lead to resolution of the problems involved, the complainant may meet with the teacher's building principal to discuss the complaint. The teacher may request, and be accompanied by a representative of his/her choosing. The complainant may, but shall not be required, to attend this meeting. The principal will attempt to resolve the complaint and shall notify the complainant, the teacher, and the Superintendent of whatever action may have been taken. Any audio or video tape made of such meetings shall be copied and provided to the teacher. If such audio or video tape is placed in the teacher's personnel file, the teacher will have the right to respond to the tape in writing.

Teachers shall be informed of any complaint by a parent and/or student made to the Superintendent or other administrator which is directed toward the teacher and shall receive a copy of any written complaint, if such complaint becomes a matter of record.

Section F. Electronic Mail and Internet Use: The parties recognize that teachers may be granted access to district Internet and on-line services. Such access is a privilege and shall be governed by Board Policy for Acceptable Use of Internet and On-line Services. Any discipline for misuse shall be with just cause as provided under Section 8 (D). No teacher will be held liable for students who accidentally or intentionally violate the District's Acceptable Use Policy, so long as the teacher makes a good faith effort to comply with the policy.

ARTICLE 9

FAIR DISMISSAL

Section A. Definition of Terms:

1. Teacher: All personnel covered by this Agreement.
2. Termination of a contract: The ending by Board action of a continuing contract or a limited contract before the expiration time period specified in such contract.
3. Non-renewal of a contract: Failure by the Board to issue a new contract to a teacher when the time specified in the teacher's present contract expires.

Section B. Termination of a Contract: Termination of a contract of a teacher will be for good and just cause and shall be reviewable only through the grievance procedures set forth in Article 7, not through the procedures set forth in Ohio Revised Code Section 3319.16 and 3319.161, which are hereby expressly superseded and replaced.

Section C. Non-Renewal of a Limited Contract: Nonrenewal of limited contracts of teachers will be done in accordance with the procedures set forth in Ohio Revised Code Section 3319.11.

Section D. Extended Limited Contracts in Lieu of Continuing Contracts: In the event that the Superintendent decides to recommend employing a teacher, who is otherwise eligible for tenure, on an extended limited contract as provided in Article 3, Section B(4), the Superintendent shall notify the teacher in writing of the Superintendent's intention to recommend the teacher's employment

under a limited contract. The notice shall also set forth the reasons for the Superintendent's recommendation, which shall be directed at the professional improvement of the teacher.

Within ten days of the date the teacher receives the Superintendent's notice, the teacher may request a meeting before the Board in executive session to give the teacher an opportunity to be heard by the Board. A tape recording or transcript of the hearing will be made if requested by the teacher at the time he/she requests a hearing or if the Superintendent or any member of the Board requests that a transcript be made. If a recording or a transcript is made, a copy shall be given to the teacher within a reasonable time after the hearing is concluded. The cost of the transcript shall be shared equally. At the hearing the Board and the teacher may be represented by counsel. This meeting shall occur prior to the time the Board acts on the teacher's contract.

ARTICLE 10

REDUCTION IN STAFF

Section A. The number of teachers on the staff may be reduced when one or more of the following conditions exist:

1. decreased pupil enrollment
2. suspension of schools
3. territorial changes affecting decreasing district enrollment
4. return to duty of regular teachers after leaves of absence
5. lack of funding/financial reasons

Section B. The Board shall suspend contracts with the recommendation of the Superintendent who shall, within each teaching field affected, give preference first to teachers on continuing contract. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Continuing contract teachers whose contracts are suspended shall have a right to restoration of employment in the District for a period of two (2) years if and when teaching positions become vacant or are created for which any such teachers are or become qualified. No continuing contract teacher whose contract has been suspended will forfeit such right of restoration by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to the suspension of his/her contract, to a position requiring a lesser percentage of employment than he/she last held in the District. Seniority shall not be a basis for rehiring a teacher except when making a decision between teachers who have comparable evaluations.

For the purposes of this section, for reduction in force and recall rights, "teachers who have comparable evaluations" shall mean teachers who have received the same effectiveness rating (Accomplished, Skilled, Developing, or Ineffective) on their most recent performance evaluation.

Section C. For purposes of this Article, seniority shall be determined by the number of continuous years of teaching experience in the District. A teacher shall not lose seniority when he/she changes assignment to a different subject area, grade level, building, or when he/she is on any leave authorized by the Board of Education, unless that leave exceeds one (1) year. In those cases where the teacher's leave of absence exceeds one (1) year, seniority shall not accrue beyond the initial one (1) year of the leave but shall not constitute a break in continuous service for the duration of the approved leave.

Section D. Seniority shall be lost when the teacher retires or resigns, is employed by the District in a non-bargaining unit position, is terminated for cause, is non-renewed for reasons other than a RIF, loses recall rights pursuant to Section B, or otherwise leaves the employment of the Board.

Section E. When a reduction in force takes place, a layoff/recall list shall be prepared by the District. Said list will be provided to the Association at least ten (10) days before the Board takes action on teacher contracts to effectuate the reduction in force.

Section F. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The employee with the first day worked; then
2. The employee with the earliest date of employment (date of hire); then
3. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

Section G. In the event that a vacancy becomes available, the Board will recall the teacher to active employment status by giving written notice to the teacher. Said written notice will be sent to the teacher by registered or certified letter, addressed to the teacher's last known address. It will be the responsibility of each teacher to notify the Board of any change of address.

Section H. Nothing contained herein will be deemed to limit the Board's authority to non-renew, terminate or suspend the contracts of teachers for any reason other than a reduction in staff.

ARTICLE 11

ASSIGNMENT, APPOINTMENT AND TRANSFER

Section A.

Teachers will have the opportunity to apply for vacancies in positions for which they are qualified.

1. All vacancies in classroom positions and promotional positions including newly created positions will be posted in each building during the school year as they occur. All vacant supplemental positions shall also be posted unless the Board fills the position with the same

teacher or other individual who held the position during the prior school year. Each posting will contain a deadline for application which shall not be less than seven (7) days unless the Association President and the Superintendent agree in writing to a shorter posting period, provided however, that no written agreement shall be required if the Superintendent decides that a shorter posting period is required to fill a vacancy during the last four (4) weeks immediately preceding the beginning of the school year.

2. All vacancies will be filled on the basis of experience, qualifications, length of service, and demonstrated competence.
3. Copies of classroom positions, supplemental positions, or promotional position vacancies that are posted in the office of the Superintendent will be e-mailed to each teacher during the school year.
4. Copies of any classroom position, supplemental positions, or promotional position vacancies that are posted in the office of the Superintendent during the summer will be mailed to any teacher who furnishes three (3) self-addressed, stamped envelopes to the office of the Superintendent and e-mailed to each teacher who furnishes the office of the Superintendent with a home e-mail address.

Section B. Teacher Initiated Transfers: It is agreed that all teachers will have the opportunity to be considered for reassignment or transfer to a different class, building or assignment. Teachers desiring such consideration will file their request with the Superintendent before April 1 of each year. The request will set forth the class, building or assignment sought. Requests of this nature that are on file will be the first reviewed when openings occur. Requests of this type will be renewed each year by the teacher to assure active consideration.

Section C. Administrative Transfers:

1. A teacher receiving an administrative transfer will be informed in writing, giving the reason for such transfer by the administrator involved. An administrative transfer is understood to mean a change in subject assignment, grade level assignment or building assignment.
2. A teacher transferred because of an organizational change will have first choice of vacancies for which he/she is certificated whenever possible.
3. A teacher notified of an administrative transfer may request in writing a conference with the administrator involved. This meeting will take place within ten (10) days after the request.
4. The transferred teacher will be given a position for which he/she is certificated.
5. No teacher will be administratively transferred without consent after August 1 of each year, except to meet changed enrollment, facility conditions, or to address situations which the Superintendent, in the exercise of his/her professional judgment, determines to be adversely affecting student learning, or the safety or welfare of students. Teachers who are administratively transferred after the first week of school for students shall be

provided up to two (2) days of release time to relocate and prepare for their new teaching duties.

Section D. Limitations on Assignments: Notwithstanding any provision of this Agreement to the contrary, administrators may be assigned to teach or tutor incidental to their regular duties. The assignment of an administrator to teach or tutor students shall not be used to fill a vacancy, displace a teacher from current assignment, nor prevent a qualified teacher from being recalled from layoff.

ARTICLE 12

CURRICULUM AND PROFESSIONAL DEVELOPMENT

Section A. Policy: The curriculum of the District encompasses state performance standards/proficiency outcomes. The curriculum is not static and should be under constant revision and evaluation. The curriculum should be developed through constant interaction of the Director of Instruction, administrators, classroom teachers, department heads, and subject matter consultants.

Section B. Professional Development: The Board, the Administration, and the classroom teachers recognize the value of professional development as a potential stimulus for enriching instruction. Annually, one day of required professional development activity designed by the District will be conducted during a non-instructional workday.

Section C. Local Professional Development Committee:

1. Purpose: In accordance with Chapter 3319.22 of the Ohio Revised Code, the Washington Court House City School District shall establish a Local Professional Development Committee (LPDC) to review and approve professional development plans as is necessary for the renewal of professional certificates or licenses of all certified employees of the District as required by law and/or regulations of the State Department of Education; will also assign Continuing Education Credits (CEU's) to proposed professional development activities; and any other activity established by law for LPDCs. The committee shall function on a district wide basis.
2. Membership: The committee shall be comprised of five (5) members, the majority of which shall be teachers. Teacher members shall be selected by the WEA. Administrator members shall be selected by the Superintendent.
3. Vacancies shall be filled in the manner outlined in Section D 2.
4. Operations: The committee shall operate under the rules and regulations of Ohio Revised Code Chapter 3319.22 and applicable rules and regulations adopted by the State Department of Education. The committee, by a vote of 4 out of 5 its members, shall also establish its own operating rules and procedures which shall include: (1) a procedure for appealing committee licensure/certification decisions; (2) a procedure enabling administrators to request an administrator majority for review of their individual professional development plan; (3) a requirement that the committee meet at least monthly (except during the month of July); (4) a requirement that all teacher licensure renewal approvals be authorized by a vote of at least

4 out of 5 members of the committee; and (5) a requirement that all records of the committee be maintained in the District's central office in a manner so they shall be readily available for inspection as are other public records of the District. The committee shall operate under the Open Meeting Act and the Public Records Act to the extent applicable. Committee meetings shall be held outside of the student instructional day.

5. Compensation: Each teacher on the committee will be issued an annual supplemental contract for his service on the committee, including time spent in training and other incidental activities related to serving on the committee. The Committee shall meet ten times each school year.
6. Expenses: All necessary expenses associated with training, travel, registration and other fees to perform the duties of a member of the LPDC, in compliance with the law, shall be governed by the Negotiated Agreement and/or Board Policy.
7. Members of the committee shall be indemnified for action related to the proper performance of their duties as members of the LPDC.
8. Limitations: The committee shall have no duties other than those explicitly stated herein. In the exercise of those duties, action of the committee shall be limited in scope by and must be consistent with the adopted policies of the Board of Education. No action of the committee shall bind the district in any manner that may be contrary to any provision of the Negotiated Agreement, established Board Policy or any law or regulation governing the operation of public school districts. No action of the committee shall bind the district in any manner that may affect bargainable terms and conditions of employment and no action of the committee shall bind the district in any manner that may be construed as requiring the expenditure of any funds without the express prior approval of the Board of Education.
9. Grieveability: No decision of the LPDC or appeals therefrom, shall be the subject of a grievance under the Negotiated Agreement.

Section D. Entry Year Program. Mentor Teachers must have a minimum of five (5) years of teaching experience. Other criteria which may be considered in selecting Mentor Teachers include, but are not necessarily limited to:

- i. possesses effective communication skills;
- ii. demonstrates exemplary teaching practices;
- iii. has a history of leadership and collegiality;
- iv. has the willingness to devote time and energy to being Mentor Teacher.

Principals in whose buildings Entry Year/New Teachers will be assigned will review applications for Mentor Teachers and initially recommend to the Superintendent Mentor Teachers for the Entry Year/New Teachers in their buildings. The Superintendent will make final recommendations to the Board of Education for the appointment of Mentor Teachers. The Board of Education will appoint

the Mentor Teachers through individual supplemental contracts. Compensation for Mentor Teachers and Entry Year Teachers will be paid pursuant to the Supplemental Salary Schedule.

The Director of Instruction or other designee of the Superintendent will implement the Entry Year Teacher Program. The program will be evaluated annually by the Director of Instruction or other designee of the Superintendent in consultation with the Mentor Teachers and Entry Year/New Teachers.

This evaluation will be reviewed prior to the end of the school year with an Entry Year Teacher Committee consisting of: the Director of Instruction or other designee of the Superintendent, a principal of a school where at least one teacher participated in the entry year program during the school year, one entry year teacher, one mentor, one other teacher designated by the Association President. Suggestions of the Entry Year Teacher Committee will be considered in revising the entry year program for the following year.

Not later than six (6) weeks after the commencement of the Entry Year/New Teacher's participation in the entry year program, the Entry Year/New Teacher may request to have a new Mentor Teacher assigned. In the event a request for a new Mentor Teacher results in a previously appointed Mentor Teacher not having an Entry Year/New Teacher assigned, such previously appointed Mentor Teacher's supplemental contract shall terminate, and the Mentor Teacher shall be paid a pro rata portion of the supplemental contract annual salary amount.

Mentor Teachers shall not be required to participate in the evaluation of Entry Year/New Teachers, nor shall they be requested or directed to make any recommendations regarding the continued employment of Entry Year/New Teachers.

Section E. Compensation for teachers attending professional development training or curriculum meetings before or after an instructional day shall be paid at the rate of \$20.00 per hour. Compensation for meetings or professional development attended on non-contract days shall be paid at the rate of \$50.00 for a half-day and \$100.00 for a full day.

ARTICLE 13

RESIGNATION AND RETIREMENT

Section A. Resignation: A teacher desiring to terminate his/her contract shall submit his/her resignation to the Board in writing. The resignation shall become effective on the date it is submitted and may not be rescinded. The parties explicitly agree that the Board is not required to take any action to accept such resignation for it to become effective. To the extent this Section conflicts with Ohio law, the parties expressly agree that it shall supersede and replace all applicable laws.

Section B. Retirement: A teacher may submit his or her intention to retire after attaining eligibility under the rules and regulations of the STRS. The intent to retire must be made in writing.

ARTICLE 14

COMPENSATION

Section A. Index and Salary Schedule: The salary schedule attached to this Agreement as Exhibit A, shall become effective July 1, 2023 and shall remain in force and effect for the 2023-2024 school year. The salary schedule attached to this Agreement as Exhibit B shall become effective July 1, 2024 and shall remain in force and effect for the 2024-2025 school year; the salary schedule attached to this Agreement as Exhibit C shall become effective July 1, 2025 and shall remain in force and effect for the 2025-2026 school year.

The Board shall pay a one-time stipend of \$500.00 to each bargaining unit member employed as of June 1, 2023. This stipend shall be paid with the second payroll in June, 2023.

Section B. Placement on the Salary Schedule: Placement on the salary schedule is based on equal pay for equal qualifications and experience. Teachers shall receive full credit for teaching experience documented and verified in accredited Ohio public or private institutions. Full credit will be given for service to the United States in any branch of the armed forces, reserves, or National Guard up to five (5) years. Credit for experience in private institutions outside the State of Ohio is left to the discretion of the Superintendent.

Section C. Fractional Units of Experience: One hundred twenty (120) days of regular or substitute teaching in any given school, in any educational institution, shall constitute one year's experience on the salary schedule. Half-time teachers shall advance one (1) full year on the salary schedule for each full year of half-time service. Time spent on active duty, either temporary or permanent, in the armed forces shall also be applied to fractional units.

Section D. Advancement on the Salary Schedule: Teachers may advance on the salary schedule only one (1) vertical step increment per year. Horizontal movement for additional training may include any number of increments required to meet additional training qualifications of the teacher. Salary changes are effective at the beginning of each of the first three quarters, provided that a teacher has met the requirements for advancement of added college credit and provided proper documentation of those credits to the Treasurer by the first teacher workday of the school year for the increase in pay to take effect with the first day of the first quarter; the last teacher workday of the 1st quarter for the increase in pay to take effect with the first day of the second quarter; or the last calendar day before the third quarter begins for the increase in pay to take effect the first day of the third quarter.

The BA/150 level may include both undergraduate and graduate courses. The MA+15 and MA+30 levels may include only graduate level courses for which credit was received after the MA was granted, effective January 22, 1986.

Section E. Part-time Compensation and Fringe Benefits: Half-time teachers will be compensated at a rate equal to one-half (1/2) their regular position on the salary schedule. Half-time teachers will advance on the salary schedule as if they were full-time teachers. Part-time teachers scheduled to work less than 600 hours in a school year shall not be provided any fringe benefits. Part-time teachers scheduled to work at least 600 hours in the school year shall only be provided with fringe benefits if they contribute the difference between the total premium cost for such benefits and the Board's

contribution which shall be pro-rated on the basis of the number of hours the part-time teacher is scheduled to work in the school year,

Section F. Employment of Retired Teachers: Any teacher who has retired under the State Teachers Retirement System (STRS) and who is subsequently employed or re-employed in the district may be hired at any salary between Step 0 and 13 of the educational column which applies to him or her, as specified in the salary index contained in this Agreement. Re-employed teachers cannot exceed Step 13 at any time.

No teacher will be employed or re-employed under this Section at any time another teacher on the district's recall list has the appropriate certification/licensure to fill the position.

Any teacher employed or re-employed under this provision:

1. shall be employed pursuant to a one year contract, which shall automatically be nonrenewed at the conclusion of that year without regard to compliance with Ohio Revised Code 3319.11, which is expressly superseded by this Section, or with the nonrenewal provisions of this agreement which are rendered inapplicable to teachers employed pursuant to this Section;
2. shall not resume or be eligible for a continuing contract under any program of law and/or term of this agreement;
3. shall not be eligible to participate in the district's health plan for teachers unless they become ineligible to participate in any health care plan offered by STRS;
4. is not eligible to receive any severance payment upon leaving employment with the district;
5. shall have no seniority in connection with any reduction in staff or for any other purpose;
6. shall not be permitted to accumulate sick leave from year-to-year;
7. shall not be credited with any sick leave earned prior to his/her employment under this section;
8. shall only be considered for a vacant supplemental contract if a teacher not hired under this Section did not fill the vacancy;
9. shall not be eligible to file a grievance regarding any matter addressed in this Section of the Agreement. The employment contract of any retired teacher hired under this Section will not be the subject of any grievance under the grievance procedures of this agreement nor subject to any claim or action filed before the State Employment Relations Board or any court of law;
10. shall be part of the bargaining unit.

This Section of the Agreement and such salary and individual contract with a retired teacher hired under this Section expressly supersede Ohio Revised Code Section 3317.13 and all other applicable laws.

The following provisions of this Agreement shall not apply to retired teachers hired under this Section:

Article 3, Section B (*Regulations for Teachers-re. Contracts*);
Article 9 (*Fair Dismissal*);
Article 14, Sections A (*Index*),
B (*Placement on the Salary Schedule*),
C (*Fractional Units of Experience*),
D (*Horizontal Advancement on the Salary Schedule*),
E (*Part-Time Compensation and Fringe Benefits*),
G (*Severance Pay*),
J (*Tuition Reimbursement*),
O (*Health Insurance*) except as provided in this Section,
Q (*Dental Insurance*),
S (*Vision Insurance*);
P (*Life Insurance*).

Section G. Severance Pay: Teachers retiring shall be paid twenty-five percent (25%) of their accumulated sick leave balance (current maximum 241 days) up to sixty (60) days maximum for unused sick leave.

Section H. Conference Fees: The Board shall reimburse teachers for all fees paid in connection with approved attendance at conferences related to educational matters. The teacher shall be required to provide documentation of actual expenses.

Section I. Food, Lodging Expenses: The Board shall reimburse teachers for approved food, and lodging expenses booked by teachers at the current U.S. General Services Administration (GSA) per diem amounts. In the event the actual cost of lodging exceeds the GSA per diem amount, and a teacher has obtained prior approval from the Treasurer, the Board shall reimburse the teacher for the difference between the actual cost of lodging and the GSA per diem amount.

Section J. Tuition Reimbursement: Effective August 1, 2023, the Board shall reimburse a teacher \$200 per credit hour with a maximum of six hours per fiscal year earned. Reimbursement will be at the rate in effect at the time the course credit is earned. Course selections must be submitted to the LPDC, Superintendent, and Treasurer. Approval of course work will be limited by funds available in the appropriation account. The limit is forty thousand (\$40,000) for each year commencing September 1st through August 31st. Final course grades must be turned in to the Treasurer by August 31st of each year for payment issued by October 31st of the same year provided that the bargaining unit member is on the District payroll as of the date reimbursement is issued. Undergraduate course work will be approved only under exceptional circumstances. Course selections must be approved by LPDC in accordance with the bargaining unit member's IPDP. In the event the \$40,000 limit is not exceeded for any year (September 1st through August 31st), the remainder may be applied to coursework completed in excess of six hours up to a maximum of nine hours per employee on a first come, first served basis. A teacher must be on the payroll of the Board at the time of enrollment for reimbursement and at the time reimbursement is due the following school year. Documentation of completion of a course must be provided before payment will be made.

Section K. Pay Period: Teachers shall be paid in twenty-four (24) installments per year on the fifth and twentieth day of each month by direct deposit.

Section L. Payroll Deductions:

1. Teachers who are members of the WEA shall be granted payroll deductions for the payment of professional dues and Fund for Children and Public Education contributions. The Association will submit a written authorization signed by the teacher for payroll deduction on a form provided by the Association to the Board's Treasurer no later than mid-September annually in order to start deductions the first pay in October. Any teacher who joins the Association after that day shall be granted payroll deductions for the payment of prorated dues and PAC contributions commencing with the payday following the end of the payroll period in which written authorizations are submitted to the Board's Treasurer of any year the teacher begins payroll deduction under this section. The authorization for the deduction of association dues and Fund for Children and Public Education contributions shall be continuous unless a specified duration is indicated on the form. Such deductions shall be in equal amounts, and shall be deducted beginning the first pay period for October.
2. Teachers may revoke their authorizations for payroll deductions by written notice to the Treasurer of the District and the President of the Association.
3. Teachers may request deductions to a 403(b) or 457 account per the District's Plan (consult with the Treasurer for available deductions.) From the date deduction forms are received the deductions will begin with the first available pay period.

Section M. Supplemental Salary Schedule: The index established for each supplemental will be applied to the beginning step, bachelor's degree, of the basic salary schedule. A supplemental salary schedule indicating the salaries to be paid during the term of this Agreement is attached as Exhibit E. Nothing contained in this Agreement or law shall preclude two or more persons from sharing a supplemental duty position listed in Exhibit E provided that the duties and salary are equally shared. Approved job sharing arrangements shall be for one school year. Full year supplementals that are dependent on sports seasons (Middle School Athletic Director, Strength and Conditioning, Assistant Athletic Director/Business Manager) can be split into seasons (Fall, Winter, Spring).

Coaches who are required to drive a van to a sporting event will be compensated \$25.00 for the trip provided that sufficient documentation is promptly submitted to the Treasurer.

Section N. Mileage Reimbursement Rate: The Board shall reimburse teachers for approved travel at the IRS mileage rate in effect at the time of travel.

Section O. Health Insurance: Teachers may elect coverage under one of the Board provided health plans. Teachers may elect or modify coverage in any of the plans during the open enrollment period which occurs in November of each year with an effective date of the following January. The Board will pay the percentage of the total cost of such benefits for single or family coverage (including overhead and reserves) as determined by an insurance consortium/carrier as set forth below:

- Exhibit F Plan A — (HDHP/HSA Plan) 80%
- Exhibit F Plan B — (PPO Plan #2) 70%
- Exhibit F Plan C — (MVP Plan) See applicable rates

Teachers who participate in the District’s health insurance plan will pay the balance of the cost (including overhead and reserves as determined by an insurance consortium/carrier) by payroll deduction.

NOTE: The parties understand and agree that the Board may be required by the Affordable Health Care Act or may otherwise decide to offer an additional “minimum health plan” during the term of this Agreement. The adoption and implementation of such plan and the percentage of the total cost to be paid by the Board will not require negotiation with the Association or ratification by the membership of the Association.

Teachers who participate in the District’s health insurance plan may elect single or family coverage subject to the provisions of the plan.

Coverage commences at the beginning of the month following employment/enrollment and terminates at the end of the month that resignation or termination is effective.

Once a teacher has declared his/her intentions, it shall not be changed during the contract year, unless through a qualifying event.

For teachers who have participated in the District’s health insurance plan for at least one (1) year, a health insurance plan opt-out cash incentive will be provided as follows: \$100 per month (\$1,200 annually), less statutory withholdings and deductions, for single coverage and \$200 per month (\$2,400 annually), less statutory withholdings and deductions for teachers and their family members currently enrolled for family coverage. Only teachers who present valid documentation (i.e. insurance card, payroll earnings statement showing an insurance deduction, etc.) of a non-WCH employer provided health insurance program, such as a spouse’s employer which covers the teacher, the teacher’s spouse or domestic partner and the teacher’s dependents (if the teacher is opting out of a family plan) shall be eligible to receive an opt-out cash incentive. This incentive shall not be available in situations where both spouses or domestic partners were employed by the District but one spouse or domestic partner leaves the employment of the District and he or she was the individual enrolled and carrying health insurance through the District at any period within the prior twenty-four (24) months of separation. The incentive will be paid in the teacher’s last paycheck each month. Re-entry into the District’s plan will only be permitted during open enrollment or such other time that the teacher, teacher’s spouse or dependent experiences a qualifying event making the teacher ineligible to continue in the alternative health plan. Re-entry will be subject to the plan’s terms and conditions. Re-entry will result in the loss of the cash opt-out incentive and will disqualify the teacher for any future opt-out cash incentive for the duration of this Agreement.

The health insurance plan shall be adopted and administered by the Board. The Board shall have the right to select the insurance carrier(s) for the program (or to self-insure the benefits provided under the plan). Prior to changing insurance carriers the District shall obtain the written professional opinion of the District’s insurance consultant or other insurance consultant selected by the District’s

Health Benefit Study Committee concluding that the benefits to be provided by the new carrier(s) are generally comparable (but not necessarily identical) to those currently provided and shall review with the District's Health Benefit Study Committee the reason(s) for the change. Notwithstanding the foregoing, the Association reserves the right to bargain benefit levels which are not generally comparable to those currently provided.

For bargaining unit members enrolled in the HDHP, the Board agrees to contribute the following incentives into a Health Savings Account ("HSA") of the employee's choosing in CY 2024, CY 2025, and CY 2026 (the employee must open the account and provide direct deposit details to the Treasurer's Office):

- a. Single - \$1,200 and Family - \$2,500
- b. To be paid in semi-annual payments on the second pay in January and July
- c. Prorated based upon eligibility/ineligibility date
- d. Member must be employed by the District at the time of payment to qualify
- e. If a member does not have a HSA open and direct deposit details submitted to the Treasurer's Office by the end of business one week prior to the above payment dates, the incentive deposit will be made in combinations with the next payment date. At no time will the District catch-up incentive payments crossing over calendar years.
- f. It is the responsibility of the employee to ensure that any additional contributions made to their HSA, in addition to the employer contribution, do not exceed the IRS limitations.

Any bargaining unit members newly eligible for benefits on or after January 1, 2022 shall only have the option to select the HDHP or the MVP Plan as set forth herein. These bargaining unit members shall not be eligible for insurance coverage under the PPO Plan offered by the Board, initially, nor in the future.

Any bargaining unit members eligible for benefits prior to January 1, 2022 shall have the option to select the PPO Plan, the HDHP Plan, or the MVP Plan as set forth herein. Members may select the HDHP with the option to return to the PPO Plan one-time in accordance with the open enrollment period unless a qualifying event occurs making the member otherwise eligible to return to the PPO Plan outside of the open enrollment period.

Section P. Life Insurance. Limited term life insurance will be provided for each teacher at Board expense. The coverage for each teacher will be \$49,500.

Section Q. Dental Insurance: The Board shall pay one hundred percent (100%) of the premium for a single dental plan for full-time teachers or contribute eighty-five percent (85%) of the premium for a family dental plan. The coverages and eligibility requirements shall be the same as provided other employees of the district.

Section R. Health Benefit Study Committee: In order to facilitate understanding of current employee health benefit coverages, to periodically explore the marketplace for improved coverages and/or reduced costs, and to review any proposed cost increases or benefit changes during the term of this Agreement, a Health Benefit Study Committee has been established by the Board and Association. Both have appointed three (3) representatives to serve on this committee in addition to the Superintendent and the Association representative who serve as ex officio members of the Health Benefit Study Committee. Both agree that while each has the right to remove and replace its

appointees to this committee, both recognize the value of maintaining continuity of membership and will not alter the composition of the committee without first discussing the need to do so with the other. The Health Benefit Study Committee will meet as often as a majority of its members deem necessary and will determine for itself if and how to maintain records of its deliberations. The Health Benefit Study Committee may analyze and monitor claims data and recommend to the parties any changes in current coverages. However, the Health Benefit Study Committee will have no authority to make changes in the insurance coverages or have any role in claims administration or appeals.

Section S. Vision Insurance: The group vision insurance plan currently in effect (VSP) will be continued during the term of this agreement. The costs of the plan shall be fully paid by those employees who choose to participate in said plan. The Board shall not contribute any portion of the premiums or bear any cost for providing employee vision insurance.

Section T. Flexible Spending Account: To enable teachers who contribute to the cost of their insurance and dependent child care expenses to do so with pre-tax dollars, the Board shall establish and maintain a Flexible Spending Account (FSA), in accordance with Section 125 and related provisions of the Internal Revenue Code. The Board will have no liability to any FSA participant if the Internal Revenue Service or court of competent jurisdiction determines that health insurance contributions paid through the FSA constitute taxable income. No teacher will be required to purchase additional or supplemental insurance to participate in the FSA. The Board shall select a company to administer the FSA and the Treasurer shall keep the Association President informed. Forms provided by the Board shall be completed by the teacher in order for him/her to be able to participate in the FSA. Once a teacher elects to participate in the FSA he/she shall continue in the FSA for the plan year except for reasons of a qualifying event.

Section U. Planning Period and Substitute Service: Any bargaining unit member that substitutes for another bargaining unit member during his or her only planning period of a school day shall be entitled to an additional \$25.00 for each full period they substitute for another bargaining unit member.

Bargaining unit members who have more than one planning period in a school day may be required by the Superintendent or designee to substitute for another bargaining unit member in the event of an emergency where another substitute cannot be secured. In the event a bargaining unit member is required to substitute for another bargaining unit member(s) during both of his or her planning periods in one school day, payment for one planning period of substitute service shall be made in the amount specified in the preceding paragraph.

In the event a bargaining unit member is required to substitute for another bargaining unit member for 50% or more of his/her school day for three days in any quarter, any subsequent days they are pulled from non-planning period time in that quarter shall entitle the member to an additional stipend of \$50.00 per day (member is not eligible for \$25.00 payment for planning period if entitled to this \$50.00 payment).

Section V. RESA and Non-RESA Stipends: Any bargaining unit member serving as a RESA mentor shall be paid \$500 on or before June 30th if he/she served for one full school year as a RESA mentor.

Each school building shall have one building mentor who shall serve as a mentor to new employees who are not participating in the RESA program. These mentors shall be paid \$500 for mentoring up to five new employees, and an additional \$100 for each employee he or she mentors beyond five.

ARTICLE 15

EVALUATION

Section A. Note: The language provided below applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code and guidance counselors per the requirements of section 3319.113 of the Ohio Revised Code. The evaluation of other bargaining unit members shall be determined by the recommendation of the Evaluation Committee.

Section B. Evaluation: The teacher evaluation procedure shall comply with Ohio law and Board Policy 3220. The guidance counselor evaluation procedure shall comply with Ohio law and Board Policy 3223.

Section C. Committee: The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of reviewing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers and guidance counselors in the District.

1. Committee Composition

- a. The committee shall be comprised of four (4) Association members appointed by the Association president and four (4) members appointed by the Superintendent. In addition, each party may invite non-voting members as needed to assist and/or attend committee meetings.

2. Compensation

- a. Any committee work performed outside of the contractual work day will be paid \$50.00 per meeting, providing the meeting lasts at least 60 minutes.

3. Committee Authority

- a. The committee shall be responsible for reviewing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers and guidance counselors in the District.
- b. If either party wishes to consider any change or revision to the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

- c. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Section D. Completion of Evaluation Cycle:

1. All evaluations for teachers will be completed by May 1, and all teachers will be provided with the results of the evaluation by May 10.

ARTICLE 16

MISCELLANEOUS MATTERS

Section A. Entire Agreement: This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties.

Section B. Waiver of Bargaining: The parties acknowledge that during negotiations which resulted in this Agreement they each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that their understandings and agreements are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any matter or subject whatsoever, whether or not such matter or subject is referred to or covered in this Agreement and whether or not such matter or subject was within the knowledge or contemplation of either of them at the time this Agreement was negotiated and/or signed.

Section C. School Based Educational Improvement Agreement Waiver: If teachers in any school building desire to improve teaching and learning conditions which cannot be implemented without violating the negotiated agreement, the following procedures shall apply to provide a waiver of the negotiated agreement:

- a. The building faculty shall prepare a written proposal indicating the contract provision which is impeding the faculty, the rationale for the waiver, the date such waiver will be implemented, and the signatures of those preparing the proposal.
- b. The proposal shall be sent to the Superintendent/designee and the Association President/designee. Waiver requests made to the parties shall be approved or rejected within thirty (30) days of receipt.
- c. Upon receipt of a waiver request, if either the Association President/designee or the Superintendent/designee requests a meeting with the faculty to clarify the proposal, then a meeting will be scheduled and held before any vote on the proposal is taken.
- d. If either the Superintendent or the Association President reject the proposal, the rejection shall be in writing to the faculty with reasons for the rejection.

- e. If there is no rejection by either party then the requested waiver shall be put before all teachers in the building for a secret ballot vote. Such a vote shall be conducted jointly by the Superintendent and the Association President or their respective designees(s) under rules mutually developed and agreed to by the Board and the Association.
- f. Educational improvements which are implemented pursuant to this process shall be in effect for a maximum period of one school year, and shall not constitute any binding past practice for purposes of determining the intent or meaning of any provision of the negotiated agreement.

Section D. Effect of State Law and Severability: This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code) to the full extent permitted by law. However, should any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

If, during the term of this Agreement, any provision is determined to be unlawful, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within twenty (20) days by demand of either party.

Section E. Gender: All references to individuals in this Agreement designate both sexes, and wherever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

Section F. Distribution: Each teacher shall be provided with an electronic copy of this Agreement as soon as practicable after ratification and adoption by the parties. Teachers new to the district during the term of this Agreement will receive an electronic copy upon employment. The President of the Washington Education Association shall be given fifteen (15) copies of the Agreement for use of the Association. The Board shall print the agreement “in house” at no cost to the Association.

Section G. Professional Negotiations Agreement: The Washington Court House Board of Education (hereinafter referred to as “Board”) and the Washington Education Association, affiliated with the Ohio Education Association (hereinafter referred to as “Association”) do hereby agree as follows:

- 1. The Professional Negotiations Agreement shall also establish the procedures for current and subsequent negotiations between the parties, including, but not limited to, a dispute settlement procedure in lieu of the statutory impasse resolution procedures provided in Ohio Revised Code Chapter 4117.

Section H. Supplemental Contract Boost: Supplemental Boost @ \$250 to teachers who have two supplemental contracts that are not appointed positions by the principals and not the same sport/activity.

Lateral Contract Boost: Lateral Boost of \$200 to teachers who add certifications/endorsements/content areas that impact their currently assigned teaching position, i.e.: Reading Endorsement, National Board Certified, Master Teacher, etc. The Superintendent will have

the final say in this matter. Once the Superintendent has reviewed and approved the requisite documentation, the stipend payment will follow. In subsequent years, the stipend shall issue upon employee's demonstration of valid and continuing certifications/endorsements/content areas.

Section I. Labor Management Committee: The parties have established a Labor Management Committee for the purposes of improving communications and resolving problems that arise during school years on the following conditions:

1. The Committee will consist of the Superintendent of Schools, the President of the Association, two administrators selected by the Superintendent, and two teachers selected by the President of the Association. Reasonable effort will be made to select administrators and teachers from different buildings and/or grade levels.
2. The Committee will not hear grievances or engage in negotiations.
3. The Committee will meet as needed and at such other times as a majority of members of the Committee agree. Meetings will be held after school and will not extend for more than 2 hours except by agreement of those members present. The Superintendent and the Association President may mutually agree to cancel the monthly meeting if there are no agenda items.
4. The Federal Mediation and Conciliation Service may be requested to assist the parties in their meetings to facilitate the discussions and to train the members of the Committee the communication techniques needed for effective utilization of Labor Management Committees.

ARTICLE 17

NO STRIKE AGREEMENT

There shall be no strike, sympathy strike, work stoppage, walk-out, slow down or any other kind of concerted activity during the term of this Agreement, except in the case where the parties have reached ultimate impasse in any negotiation reopener to which they have agreed. The Association, its officers, agents, representatives, members and all other employees covered by this Agreement shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activity.

DURATION AND FORMAL ADOPTION OF AGREEMENT

This Agreement shall become effective upon ratification, and, except as otherwise indicated in the Agreement, shall remain in force through June 30, 2026.

WASHING EDUCATION
ASSOCIATION


President

WASHINGTON COURT HOUSE CITY SCHOOL
DISTRICT BOARD OF EDUCATION


Superintendent


President

EXHIBIT A

WASHINGTON COURT HOUSE CITY SCHOOLS
CERTIFIED SALARY SCHEDULE INDEX

Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30	Index Increase
0	0.8240	1.0000	1.0625	1.1875	1.3125	1.3750	Years 1-10 0.02
1	0.8310	1.0200	1.0825	1.2075	1.3325	1.3950	Years 11-15 0.02
2	0.8430	1.0400	1.1025	1.2275	1.3525	1.4150	Years 16-20 0.0175
3	0.8580	1.0600	1.1225	1.2475	1.3725	1.4350	Years 21-25 0.015
4	0.8950	1.0800	1.1425	1.2675	1.3925	1.4550	Years 26-30 0.0125
5	0.9320	1.1000	1.1625	1.2875	1.4125	1.4750	Years 31-32 0.01
6	0.9690	1.1200	1.1825	1.3075	1.4325	1.4950	
7	1.0060	1.1400	1.2025	1.3275	1.4525	1.5150	
8	1.0430	1.1600	1.2225	1.3475	1.4725	1.5350	
9	1.0800	1.1800	1.2425	1.3675	1.4925	1.5550	
10	1.1170	1.2000	1.2625	1.3875	1.5125	1.5750	
11	1.1540	1.2200	1.2825	1.4075	1.5325	1.5950	
12	1.2390	1.2400	1.3025	1.4275	1.5525	1.6150	
13	1.2590	1.2600	1.3225	1.4475	1.5725	1.6350	
14	1.2790	1.2800	1.3425	1.4675	1.5925	1.6550	
15	1.2990	1.3000	1.3625	1.4875	1.6125	1.6750	
16	1.2990	1.3175	1.3800	1.5050	1.6300	1.6925	
17	1.2990	1.3350	1.3975	1.5225	1.6475	1.7100	
18	1.2990	1.3525	1.4150	1.5400	1.6650	1.7275	
19	1.2990	1.3700	1.4325	1.5575	1.6825	1.7450	
20	1.2990	1.3875	1.4500	1.5750	1.7000	1.7625	
21	1.2990	1.4025	1.4650	1.5900	1.7150	1.7775	
22	1.2990	1.4175	1.4800	1.6050	1.7300	1.7925	
23	1.2990	1.4325	1.4950	1.6200	1.7450	1.8075	
24	1.2990	1.4475	1.5100	1.6350	1.7600	1.8225	
25	1.2990	1.4625	1.5250	1.6500	1.7750	1.8375	
26	1.2990	1.4750	1.5375	1.6625	1.7875	1.8500	
27	1.2990	1.4875	1.5500	1.6750	1.8000	1.8625	
28	1.2990	1.5000	1.5625	1.6875	1.8125	1.8750	
29	1.2990	1.5125	1.5750	1.7000	1.8250	1.8875	
30	1.2990	1.5250	1.5875	1.7125	1.8375	1.9000	
31	1.2990	1.5350	1.5975	1.7225	1.8475	1.9100	
32	1.2990	1.5450	1.6075	1.7325	1.8575	1.9200	

EXHIBIT B

WASHINGTON COURT HOUSE CITY SCHOOLS
2023-2024 CERTIFIED SALARY SCHEDULE

Base Salary
\$ 42,870

Years of Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	\$ 35,325	\$ 42,870	\$ 45,549	\$ 50,908	\$ 56,266	\$ 58,946
1	35,625	43,727	46,406	51,765	57,124	59,803
2	36,139	44,584	47,264	52,622	57,981	60,661
3	36,782	45,442	48,121	53,480	58,839	61,518
4	38,368	46,299	48,979	54,337	59,696	62,375
5	39,954	47,157	49,836	55,195	60,553	63,233
6	41,541	48,014	50,693	56,052	61,411	64,090
7	43,127	48,871	51,551	56,909	62,268	64,947
8	44,713	49,729	52,408	57,767	63,126	65,805
9	46,299	50,586	53,266	58,624	63,983	66,662
10	47,885	51,444	54,123	59,482	64,840	67,520
11	49,472	52,301	54,980	60,339	65,698	68,377
12	53,115	53,158	55,838	61,196	66,555	69,234
13	53,973	54,016	56,695	62,054	67,412	70,092
14	54,830	54,873	57,552	62,911	68,270	70,949
15	55,688	55,731	58,410	63,769	69,127	71,807
16	55,688	56,481	59,160	64,519	69,877	72,557
17	55,688	57,231	59,910	65,269	70,628	73,307
18	55,688	57,981	60,661	66,019	71,378	74,057
19	55,688	58,731	61,411	66,769	72,128	74,808
20	55,688	59,482	62,161	67,520	72,878	75,558
21	55,688	60,125	62,804	68,163	73,521	76,201
22	55,688	60,768	63,447	68,806	74,164	76,844
23	55,688	61,411	64,090	69,449	74,808	77,487
24	55,688	62,054	64,733	70,092	75,451	78,130
25	55,688	62,697	65,376	70,735	76,094	78,773
26	55,688	63,233	65,912	71,271	76,629	79,309
27	55,688	63,769	66,448	71,807	77,165	79,845
28	55,688	64,304	66,984	72,343	77,701	80,381
29	55,688	64,840	67,520	72,878	78,237	80,916
30	55,688	65,376	68,056	73,414	78,773	81,452
31	55,688	65,805	68,484	73,843	79,202	81,881
32	55,688	66,234	68,913	74,272	79,630	82,310

Original Base	% Increase	New Base
\$ 41,621	3.0%	\$ 42,870

EXHIBIT C

WASHINGTON COURT HOUSE CITY SCHOOLS
2024-2025 CERTIFIED SALARY SCHEDULE

Base Salary
\$ 44,156

Years of Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	\$ 36,385	\$ 44,156	\$ 46,916	\$ 52,435	\$ 57,955	\$ 60,715
1	36,694	45,039	47,799	53,318	58,838	61,598
2	37,224	45,922	48,682	54,202	59,721	62,481
3	37,886	46,805	49,565	55,085	60,604	63,364
4	39,520	47,689	50,448	55,968	61,487	64,247
5	41,153	48,572	51,331	56,851	62,370	65,130
6	42,787	49,455	52,215	57,734	63,254	66,013
7	44,421	50,338	53,098	58,617	64,137	66,896
8	46,055	51,221	53,981	59,500	65,020	67,780
9	47,689	52,104	54,864	60,383	65,903	68,663
10	49,322	52,987	55,747	61,267	66,786	69,546
11	50,956	53,870	56,630	62,150	67,669	70,429
12	54,709	54,754	57,513	63,033	68,552	71,312
13	55,593	55,637	58,396	63,916	69,435	72,195
14	56,476	56,520	59,280	64,799	70,319	73,078
15	57,359	57,403	60,163	65,682	71,202	73,961
16	57,359	58,176	60,935	66,455	71,974	74,734
17	57,359	58,948	61,708	67,228	72,747	75,507
18	57,359	59,721	62,481	68,000	73,520	76,280
19	57,359	60,494	63,254	68,773	74,293	77,052
20	57,359	61,267	64,026	69,546	75,065	77,825
21	57,359	61,929	64,689	70,208	75,728	78,487
22	57,359	62,591	65,351	70,871	76,390	79,150
23	57,359	63,254	66,013	71,533	77,052	79,812
24	57,359	63,916	66,676	72,195	77,715	80,474
25	57,359	64,578	67,338	72,858	78,377	81,137
26	57,359	65,130	67,890	73,410	78,929	81,689
27	57,359	65,682	68,442	73,961	79,481	82,241
28	57,359	66,234	68,994	74,513	80,033	82,793
29	57,359	66,786	69,546	75,065	80,585	83,345
30	57,359	67,338	70,098	75,617	81,137	83,897
31	57,359	67,780	70,539	76,059	81,578	84,338
32	57,359	68,221	70,981	76,500	82,020	84,780

Original Base	% Increase	New Base
\$ 42,870	3.0%	\$ 44,156

EXHIBIT D

WASHINGTON COURT HOUSE CITY SCHOOLS
2025-2026 CERTIFIED SALARY SCHEDULE

Base Salary
\$ 45,481

Years of Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	\$ 37,476	\$ 45,481	\$ 48,323	\$ 54,008	\$ 59,693	\$ 62,536
1	37,794	46,390	49,233	54,918	60,603	63,446
2	38,340	47,300	50,142	55,828	61,513	64,355
3	39,022	48,210	51,052	56,737	62,422	65,265
4	40,705	49,119	51,962	57,647	63,332	66,174
5	42,388	50,029	52,871	58,556	64,241	67,084
6	44,071	50,938	53,781	59,466	65,151	67,994
7	45,754	51,848	54,691	60,376	66,061	68,903
8	47,436	52,758	55,600	61,285	66,970	69,813
9	49,119	53,667	56,510	62,195	67,880	70,722
10	50,802	54,577	57,419	63,104	68,790	71,632
11	52,485	55,486	58,329	64,014	69,699	72,542
12	56,351	56,396	59,239	64,924	70,609	73,451
13	57,260	57,306	60,148	65,833	71,518	74,361
14	58,170	58,215	61,058	66,743	72,428	75,271
15	59,079	59,125	61,967	67,653	73,338	76,180
16	59,079	59,921	62,763	68,448	74,134	76,976
17	59,079	60,717	63,559	69,244	74,929	77,772
18	59,079	61,513	64,355	70,040	75,725	78,568
19	59,079	62,309	65,151	70,836	76,521	79,364
20	59,079	63,104	65,947	71,632	77,317	80,160
21	59,079	63,787	66,629	72,314	77,999	80,842
22	59,079	64,469	67,311	72,996	78,682	81,524
23	59,079	65,151	67,994	73,679	79,364	82,206
24	59,079	65,833	68,676	74,361	80,046	82,889
25	59,079	66,515	69,358	75,043	80,728	83,571
26	59,079	67,084	69,927	75,612	81,297	84,139
27	59,079	67,653	70,495	76,180	81,865	84,708
28	59,079	68,221	71,064	76,749	82,434	85,276
29	59,079	68,790	71,632	77,317	83,002	85,845
30	59,079	69,358	72,201	77,886	83,571	86,413
31	59,079	69,813	72,655	78,340	84,026	86,868
32	59,079	70,268	73,110	78,795	84,480	87,323
Original Base	% Increase	New Base				
\$ 44,156	3.0%	\$ 45,481				

EXHIBIT E

WASHINGTON COURT HOUSE CITY SCHOOLS
FISCAL YEARS 2024-2026 SUPPLEMENTAL SALARY SCHEDULE

		<u>FY 2023-2024</u>	<u>FY 2024-2025</u>	<u>FY 2025-2026</u>
Base Salary		\$ 42,870	\$ 44,156	\$ 45,481
Position (See Note 1)	Index	Increment		
Administration				
Middle School Athletic Director	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Football				
Head Football Coach	0.180	\$ 7,717	\$ 7,948	\$ 8,187
Assistant Football Coach (6)	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Middle School Head Football Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Middle School Assistant Football Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
Volleyball				
Head Varsity Girls Volleyball Coach	0.150	\$ 6,431	\$ 6,623	\$ 6,822
High School Assistant Volleyball Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
High School Assistant Volleyball Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
8th Grade Volleyball Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
7th Grade Volleyball Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Golf				
Head Varsity Boys Golf Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Junior Varsity Boys Golf Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Varsity Girls Golf Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Cross Country				
Head Varsity Cross Country Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Middle School Cross Country Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Soccer				
Head Varsity Boys Soccer Coach	0.150	\$ 6,431	\$ 6,623	\$ 6,822
High School Assistant Boys Soccer Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Middle School Boys Soccer Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Varsity Girls Soccer Coach	0.150	\$ 6,431	\$ 6,623	\$ 6,822
High School Assistant Girls Soccer Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Middle School Girls Soccer Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Basketball				
Head Varsity Boys Basketball Coach	0.180	\$ 7,717	\$ 7,948	\$ 8,187
High School Assistant Boys Basketball Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
Reserve Boys Basketball Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Freshman Boys Basketball Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
8th Grade Boys Basketball Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
7th Grade Boys Basketball Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Varsity Girls Basketball Coach	0.180	\$ 7,717	\$ 7,948	\$ 8,187

Base Salary		\$ 42,870	\$ 44,156	\$ 45,481
Position (See Note 1)	Index	Increment		
High School Assistant Girls Basketball Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
Reserve Girls Basketball Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Freshman Girls Basketball Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
8th Grade Girls Basketball Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
7th Grade Girls Basketball Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Wrestling				
Head Varsity Boys Wrestling Coach	0.160	\$ 6,859	\$ 7,065	\$ 7,277
Assistant High School Boys Wrestling Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Reserve Boys Wrestling Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Middle School Boys Wrestling Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Varsity Girls Wrestling Coach	0.160	\$ 6,859	\$ 7,065	\$ 7,277
Assistant High School Girls Wrestling Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Reserve Girls Wrestling Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Middle School Girls Wrestling Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Baseball				
Head Varsity Baseball Coach	0.130	\$ 5,573	\$ 5,740	\$ 5,913
Assistant Baseball Coach (2)	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Reserve Baseball Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Tennis				
Head Varsity Girls Tennis Coach	0.130	\$ 5,573	\$ 5,740	\$ 5,913
Assistant Girls Tennis Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Varsity Boys Tennis Coach	0.130	\$ 5,573	\$ 5,740	\$ 5,913
Assistant Boys Tennis Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Track (See Note 2)				
Head Varsity Boys Track Coach	0.130	\$ 5,573	\$ 5,740	\$ 5,913
Assistant Boys Track Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Head Varsity Girls Track Coach	0.130	\$ 5,573	\$ 5,740	\$ 5,913
Assistant Girls Track Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Head Middle School Boys Track Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Assistant Middle School Boys Track Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Middle School Girls Track Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Assistant Middle School Girls Track Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Softball				
Head Varsity Softball Coach	0.130	\$ 5,573	\$ 5,740	\$ 5,913
Assistant Softball Coach (2)	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Reserve Softball Coach	0.080	\$ 3,430	\$ 3,532	\$ 3,638

Base Salary		\$ 42,870	\$ 44,156	\$ 45,481
Position (See Note 1)	Index	Increment		
Cheerleading				
Head Fall High School Cheer Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
Assistant Fall High School Cheer Coach	0.050	\$ 2,144	\$ 2,208	\$ 2,274
Middle School Fall Cheer Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Winter High School Cheer Coach	0.070	\$ 3,001	\$ 3,091	\$ 3,184
Assistant Winter High School Cheer Coach	0.050	\$ 2,144	\$ 2,208	\$ 2,274
Middle School Winter Cheer Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Bowling				
Head Boys Bowling Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Junior Varsity Boys Bowling Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Head Girls Bowling Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Junior Varsity Girls Bowling Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Gymnastics				
Head Gymnastics Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Swim				
Head Swim Coach	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Assistant Swim Coach	0.060	\$ 2,572	\$ 2,649	\$ 2,729
Strength and Conditioning				
Weight Room Coach - Fall	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Weight Room Coach - Winter	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Weight Room Coach - Spring	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Weight Room Coach - Summer	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Dance Team				
Dance Team Director	0.090	\$ 3,858	\$ 3,974	\$ 4,093
Band/Music				
Senior High Band Director	0.160	\$ 6,859	\$ 7,065	\$ 7,277
Middle School/Assistant High School Band Director	0.120	\$ 5,144	\$ 5,299	\$ 5,458
Senior High Choir Director	0.100	\$ 4,287	\$ 4,416	\$ 4,548
Middle School Choir Director	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Senior High School Musical Director	0.070	\$ 3,001	\$ 3,091	\$ 3,184
High School Assistant Musical Director	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Middle School Musical Director	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Middle School Assistant Musical Director	0.020	\$ 857	\$ 883	\$ 910
Local Professional Development Committee (LPDC) (5)	0.080	\$ 3,430	\$ 3,532	\$ 3,638
Mentor		\$ 500	\$ 500	\$ 500
TBT Team Leaders		\$ 1,000	\$ 1,000	\$ 1,000
Homecoming Advisor (2)	0.040	\$ 1,715	\$ 1,766	\$ 1,819
Senior Class Advisor	0.040	\$ 1,715	\$ 1,766	\$ 1,819

Base Salary		\$	42,870	\$	44,156	\$	45,481
Position (See Note 1)	Index	Increment					
From Chairperson (2)	0.050	\$	2,144	\$	2,208	\$	2,274
Student Council							
High School Student Council Advisor	0.050	\$	2,144	\$	2,208	\$	2,274
Middle School Student Council Advisor	0.030	\$	1,286	\$	1,325	\$	1,364
Hi-Y Advisor	0.040	\$	1,715	\$	1,766	\$	1,819
Yearbook							
Middle School Yearbook Advisor	0.050	\$	2,144	\$	2,208	\$	2,274
High School Yearbook Advisor	0.130	\$	5,573	\$	5,740	\$	5,913
Quick Recall Advisor	0.070	\$	3,001	\$	3,091	\$	3,184
Art Club Advisor	0.020	\$	857	\$	883	\$	910
DECA Advisor	0.040	\$	1,715	\$	1,766	\$	1,819
Mock Trial Advisor	0.020	\$	857	\$	883	\$	910
Team Leaders (4)	0.050	\$	2,144	\$	2,208	\$	2,274
High School Art Show Advisor	0.030	\$	1,286	\$	1,325	\$	1,364
E-Leader							
E-Leader Coach	0.050	\$	2,144	\$	2,208	\$	2,274
E-Leader (Belle Aire Intermediate)	0.030	\$	1,286	\$	1,325	\$	1,364
E-Leader (High School)	0.030	\$	1,286	\$	1,325	\$	1,364
District MAP Enrollment Coordinator							
Kindergarten - 5th Grade Data	0.030	\$	1,286	\$	1,325	\$	1,364
6th Grade - 12th Grade Data	0.030	\$	1,286	\$	1,325	\$	1,364
Online Courses:							
Full Year/Full Credit Course Development		\$	3,500	\$	3,500	\$	3,500
Half Year/Half Credit Course Development		\$	2,000	\$	2,000	\$	2,000

Online Course Grading (Completed Outside of Assigned Work Duties) \$50 per student, per semester

Community Assistants as per the Athletic Director's discretion and paid from Athletic funds up to 0.07 of the base salary.

A longevity increment of 0.02 will be added to the index of each Athletic Head Coach position for every 5 consecutive years coached. The increment of 0.02 will be included in the supplemental at year 5 and paid upon completion of the season and so forth moving forward.

Note 1: Supplemental positions may be split in TWO equal parts with each coach/advisor being paid 50 percent each, with the exception of full year supplementals that are dependant on the sports season (Middle School Athletic Director and Strength & Conditioning Coach). These positions may be split into THIRDS (i.e., Fall, Winter, and Spring).

Note 2: If one individual is hired as the track coach for both boys' and girls' programs, the individual will be paid ONE (1) head coaching supplemental, as well as an additional \$1,000 to be considered compensation, subject to all taxes and withholdings. In addition, if this occurs, an assistant track coach will be added for that season and will be compensated at the same rate of pay as the other assistant track coaches.

EXHIBIT F-1
GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed

Initiated on Level _____

Statement of Grievance:

What part of the definition of the grievance is violated? Set forth the language and source violated.

Action Requested:

Have you discussed this with your immediate supervisor? _____ Yes _____ No.

Grievant

EXHIBIT F-2
GRIEVANCE DECISIONS

LEVEL ONE (Formal) DECISION _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or WEA Representative*

LEVEL TWO (Formal) DECISION _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or WEA Representative*

LEVEL THREE (Formal) DECISION _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or WEA Representative*

WHERE DECISION REQUIRES ADDITIONAL
SPACE, ATTACH PAGES AS NECESSARY.

*Signature of the aggrieved and/or WEA representative indicates only receipt and not necessarily agreement with the decision.