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AGREEMENT

ENTERED INTO BETWEEN

THE WASHINGTON C. H. CITY BOARD OF EDUCATION

AND

THE WASHINGTON EDUCATION ASSOCIATION

July 1, 2013 – June 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION 1
ARTICLE 2	THE SCHOOL DAY/YEAR
Section A	Standard Workday..... 1
B	Meetings..... 1
C	Lunch Period 1
D	Non-Classroom Duties..... 1
E	Parent-Teacher Conferences 1
F	Conference and Preparation Time..... 2
G	Required Reports 2
H	Occasional Work Beyond the Standard Workday..... 2
I	School Year..... 2
ARTICLE 3	CONTRACTUAL STATUS
Section A	Policy for Teachers 3
B	Regulations for Teachers 3
ARTICLE 4	ABSENCE FROM DUTY
Section A	Short Term Leaves 5
B	Procedures for Short Term Leave 9
C	Unpaid Leaves..... 10
D	Regulations for Unpaid Leaves 11
E	Sick Leave Bank..... 11
ARTICLE 5	ASSOCIATION RIGHTS 13
ARTICLE 6	BOARD RIGHTS 14
ARTICLE 7	GRIEVANCE PROCEDURES
Section A	Definition of Terms..... 15
H	Informal Procedure 16
I	Formal Procedure..... 16
J	Association Appeal to Arbitration 17
K	Timeline Exception..... 18
L	Individual Rights..... 18

ARTICLE 8 INDIVIDUAL RIGHTS AND PRIVILEGES

Section A Nondiscrimination.....19
B Teacher's Rights Will Not Be Abridged19
C Teacher's Personnel Files19
D Teacher Discipline20
E Complaints Against Teachers20
F Electronic Mail and Internet Use20

ARTICLE 9 FAIR DISMISSAL

Section A Definition of Terms.....21
B Termination of a Contract.....21
C Non-Renewal of a Contract.....21
D Probationary Contracts.....21

ARTICLE 10 REDUCTION IN STAFF22

ARTICLE 11 ASSIGNMENT, APPOINTMENT AND TRANSFER

Section A23
B Teacher Initiated Transfers24
C Administrative Transfers24
D Limitations on Assignments24

ARTICLE 12 CURRICULUM AND PROFESSIONAL DEVELOPMENT

Section A Policy25
B Release Time for Curriculum Development25
C Professional Development25
D Local Professional Development Committee25
E Entry Year Program26

ARTICLE 13 RESIGNATION AND RETIREMENT27

ARTICLE 14 COMPENSATION

Section A Index28
B Placement on the Salary Schedule28
C Fractional Units of Experience28
D Advancement on the Salary Schedule.....28
E Part-Time Compensation and Fringe Benefits.....28
F Employment of Retired Teachers.....29
G Severance Pay30

H	Conference Fees	30
I	Travel, Food, Lodging Expenses	30
J	Tuition Reimbursement	30
K	Pay Period	31
L	Payroll Deductions	30
M	Supplemental Salary Schedule Ratios.....	31
N	Mileage Reimbursement Rate.....	31
O	Health Insurance	31
P	Life Insurance.....	33
Q	Dental Insurance	33
R	Insurance Study Committee	33
S	Vision Insurance	33
T	Flexible Spending Account.....	34
ARTICLE 15	EVALUATION	34
ARTICLE 16	MISCELLANEOUS MATTERS.....	39
ARTICLE 17	NO STRIKE AGREEMENT	41
	DURATION, FORMAL ADOPTION AND SIGNATURES	41
EXHIBITS		
A	Teacher Salary Index	
B	2013-2014 Salary Schedule	
C	2014-2015 Salary Schedule	
D	2015-2016 Salary Schedule	
E	Supplemental Activity Increment Schedule	
F	Health Insurance Schedules of Benefits (Plan A; Plan B; Plan C)	
G	2013 Memorandum of Agreement	
H	Professional Negotiations Agreement	
I	Absence Report Form	
J	[Left Bank Intentionally]	
K-1	Grievance Procedure Form	
K-2	Grievance Decisions	

ARTICLE 1
RECOGNITION

Article 1 – 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 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.)

ARTICLE 2
STANDARD WORKDAY

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.

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

Friday before Easter

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.
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.
 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.)
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 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) (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 "Proficient" 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 “Proficient,” 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 re-employed, 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.
 - (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.
- (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 one (1) day of absence, not chargeable to sick leave, to attend a funeral. In the event of a death in the immediate family (parent, grandparent, spouse, parent of spouse, child, sister, brother, or permanent member of the household), an additional two (2) days not chargeable to sick leave will be granted. Any additional days may be granted by the Superintendent and are to be charged to sick leave.

(Sample form in Addendum).

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 five (5) days prior to the date of the proposed visit.
- (d) Actual travel, lodging, registration, and other fees related to the leave will be paid by the Board upon receipt of documentation of such expenses by the Treasurer. Per diem limit may be set by the Superintendent.
- (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 normally be submitted in writing at least three (3) school days in advance to the building principal. The principal will check with the Central Office to determine the eligibility and notify the teacher within three (3) school days from the time the request was received by the principal as to approval or disapproval. All requests shall be considered in the order that they are received in the Central Office. Telephone notices will be honored in an emergency (calamity) situation.
- (g) Personal leave will not be charged against accumulated sick leave.
- (h) Teachers who have not exhausted their personal leave during the school year will be paid for their unused personal leave with the first regular pay in July following the school year as follows:

3 unused days	\$300 (gross)
2 unused days	\$200 (gross)
1 unused day	\$100 (gross)

- (i) 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.
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.

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 for which he/she is certificated. 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, or for their own serious health condition under the Family and Medical Leave Act of 1993. A year shall be defined as a twelve (12) month period immediately preceding the teacher's FMLA leave. 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 leaves of absence will be for a definite period and in accordance with Ohio Code, and may not be renewed unless in the judgment of the school to do so. 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 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 will be the entire month of September of each school 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.

2. Operational Procedures:

- (a) Use of days from the Sick Leave Bank will be limited to those teachers who have contributed to the bank in that current school year.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The rate at which the teacher drawing from the sick bank leave shall be paid at the Bachelor's rate with zero (0) years of experience.

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.

Guidelines will be reviewed annually by the Sick Leave Bank 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 mail boxes 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.

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 make a written request for arbitration 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 request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. An arbitrator shall be selected from the list submitted by alternately striking names from the list.
2. The arbitrator so selected 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. Timeline Exception: In the event a grievance is filed after June 1st of any year and strict adherence to the time limits result in hardship to either party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section L. 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 agree 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 stenographic 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 stenographic 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

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, Proficient, 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.

1. Teachers will have the opportunity to apply for vacancies in positions for which they are qualified.
2. 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.
3. All vacancies will be filled on the basis of experience, qualifications, length of service, and demonstrated competence.

4. 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.
5. 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. Release Time for Curriculum Development: Major curriculum changes being proposed shall be presented in outline for initial approval as early as possible in the school year with necessary budget revisions for carrying out the study. The need for released time will be determined jointly by the teachers involved and the Director of Instruction and will be recommended to the Superintendent.

A definite schedule of release or extended service time should be provided to selected personnel to prepare course descriptions, curriculum guides, instructional objectives, a list of needed materials, and budget requirements, as well as a specific plan for implementation, orientation and evaluation of new programs of instruction.

Section C. 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 D. 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. Terms: Terms shall be for two (2) years each and shall be staggered. Committee members may be re-appointed for successive terms, without limitation. 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.
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 or any funds without the express prior approval of the Board of Education.
9. Grievability: No decision of the LPDC or appeals therefrom, shall be the subject of a grievance under the Negotiated Agreement.

Section E. 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:

possesses effective communication skills;
demonstrates exemplary teaching practices;
has a history of leadership and collegiality;
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.

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.

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: Salaries of all teachers shall be computed from the salary index attached to this Agreement as Exhibit A. The salary schedule attached to this Agreement as Exhibit B, shall become effective July 1, 2013 and shall remain in force and effect for the 2013-2014 school year. The salary schedule attached to this Agreement as Exhibit C shall become effective July 1, 2014 and shall remain in force and effect for the 2014-2015 school year; the salary schedule attached to this Agreement as Exhibit D shall become effective July 1, 2015 and shall remain in force and effect for the 2015-2016 school year.

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 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 semester when a teacher has met the requirements for advancement of added college credit and provided proper documentation of these credits with the Treasurer.

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. Courses must receive prior approval of the Superintendent.

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, i.e.

$$\text{Board Contribution} = \frac{\text{Board Contribution}}{\text{For Full-Time Employee}} \times \frac{\text{Employee's Hours of Work}}{1000}$$

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 (*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*),

T (*Vision Insurance*);

Section G. Severance Pay: Teachers retiring shall be paid twenty-five percent (25%) up to fifty-three (53) 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. Travel, Food, Lodging Expenses: The Board shall reimburse teachers for approved travel, food, and lodging expenses incurred while attending educational related conferences. Documentation of actual expenses shall be required for such reimbursement. Per diem rate may be set by the Superintendent.

Section J. Tuition Reimbursement: Effective July 1, 2010 the Board shall reimburse a teacher \$90 per semester hour for credit earned. Reimbursement will be at the rate in effect at the time the course credit is earned. A teacher may be reimbursed for nine (9) semester hours per year. Course selections must be submitted to the Superintendent for Board approval prior to enrollment. Undergraduate course work will be approved only under exceptional circumstances.

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 payroll 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 normally on or before the end of the first payroll period 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 from the Treasurer that the following deductions be made from their payroll. Request for deductions must be in writing and presented to the Treasurer at least one week prior to the date the first deduction is desired.
 - a. Credit Union deposits
 - b. Annuity payments
 - c. U.S. Government Bonds - Series E

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 and the salary for that position with the prior approval of the district's Athletic Director, or other appropriate administrator, and the Association President. Approval shall be given in writing by both parties within five days (weekends and holidays excluded) after each receives the written request (with the names of the persons affected and the rationale for the job sharing). Approved job sharing arrangements shall be for one school year.

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 three health plans described in Exhibit F through December 31, 2013 at which time Plan C (PPO Plan #1) will be discontinued. Teachers who are participating in Plan A (PPO Plan #1) may elect coverage in either of the other plans during the fall 2013 open enrollment period.

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 SCOIC as set forth below:

- Exhibit F Plan A – (HSA Plan) 80%
- Exhibit F Plan B – (PPO Plan #2) 75%
- Exhibit F Plan C – (PPO Plan #1) (through 12-31-13) 70%

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

The Board shall pay the Teacher’s share of the first two months’ premium for any Teacher who initially elects coverage under the HSA plan during the 2013-2014 school year.

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.

There shall be a one (1) month moratorium on insurance premiums for the month of December 2013. Premiums for December shall not be deducted from paychecks on the second pay in November 2013 and the first pay in December 2013.

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

Each health plan shall conform to the schedules of benefits attached hereto as Exhibit F—Plan A; Exhibit F—Plan B; Exhibit F—Plan C.

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

Teachers shall declare intentions of electing or rejecting the insurance plans prior to September 20. Once a teacher has declared his/her intentions, it shall not be changed during the contract year, unless transferring to this group from another group held by spouse with same insurance company because of death, divorce, or other event.

For teachers who participate in the District’s health insurance plan throughout the 2009-2010 school 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 each teacher currently enrolled as of the effective date of this Agreement 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 have health insurance through another employer, 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. 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.

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 market place 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 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 school year except for reasons of death, resignation, or retirement.

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 (see Application language below). The evaluation of other personnel shall be determined by the recommendation of the Evaluation Committee.

Section B. Definitions:

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

5. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
6. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator.
7. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.
8. Evaluation Cycle: The period of time for the completion of the evaluation procedure, as per current law.
9. Evaluation Instrument: Ohio Teacher Evaluation System (OTES).
10. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the course for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
11. Electronic Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
12. Each teacher evaluation shall be conducted by a person who is eligible to be an evaluator in accordance with ORC 3319.111 (D) and who holds a credential established by ODE for being an evaluator.
13. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years, or 2) A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

Section C. Purpose:

The Ohio Teacher Evaluation System is a professional growth model and is intended to be used to continually assist educators in improving teacher performance. This process is to be collaborative and in support of the teacher.

Application: The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Section D. Evaluators: Each teacher evaluation shall be conducted by a person who is eligible to be an evaluator in accordance with ORC 3319.111 (D) and who holds a credential established by ODE for being an evaluator. The person who is responsible for assessing a teacher's performance shall be:

1. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
2. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
3. The evaluator shall not be a bargaining unit member.

Section E. 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 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 in the District.
- b. The committee shall be responsible for reviewing, making recommendations, and approving all student learning objectives.
- c. 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.
- d. 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 F. 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.
2. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive the results of the evaluation by the tenth day of May of that school year.

Section G. Professional Development: Professional growth and improvement plans shall be developed as follows:

1. Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a self-directed professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall include the following components:

- Annual Focus
 - Areas of Professional Growth
 - Goal 1: Student Achievement – Outcome for students (include evidence)
 - Goal 2: Teacher performance on the Ohio Standards for the Teaching Profession (include evidence)
2. Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall include the following components:
- Annual Focus
 - Areas of Professional Growth
 - Goal 1: Student Achievement – Outcome for students (include evidence)
 - Goal 2: Teacher performance on the Ohio Standards for the Teaching Profession (include evidence)
3. Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall include the following components:
- The improvement statement
 - The performance standards addressed
 - Dates improvement area or concern is observed
 - Specific statement of the concern: areas of improvement
 - Desired level of performance
 - Beginning date and ending date
 - Description of successful improvement target
 - Specific plan of action
 - Actions to be taken
 - Sources of evidence
 - Assistance and Professional Development
 - Specific supports
 - Professional Development

Section H. Miscellaneous: Beginning in 2013–14, a teacher’s annual evaluation shall be considered for retention and promotion, but not for separation decisions through the end of the 2014-15 school year. Starting in 2015–16, a teacher may be separated based on evaluations from the 2013–14 and 2014–15 school years.

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 except for a Memorandum of Agreement of even date and the Professional Negotiations Agreement which are attached hereto for reference (but which are not incorporated into or made a part of this Agreement) as Exhibits G and H.

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. Printing and Distribution: Each teacher shall be provided with a printed and bound 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 a 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.

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, 2016.

This Agreement was ratified by the membership of the Association on May 29, 2013 and approved by the Washington C.H. Board of Education on June 24, 2013.



President, Washington Education
Association



Superintendent, Washington C.H. City
Board of Education

EXHIBIT A
WASHINGTON C.H. CITY SCHOOLS
TEACHER'S SALARY INDEX

Effective July 1, 2013

Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
1	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
2	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
3	0.9000	1.0410	1.0870	1.1470	1.2000	1.2500
4	0.9439	1.0820	1.1340	1.1990	1.2570	1.3070
5	1.0550	1.1230	1.1810	1.2510	1.3140	1.3640
6	1.0900	1.1640	1.2280	1.3030	1.3710	1.4210
7	1.1250	1.2050	1.2750	1.3550	1.4280	1.4780
8	1.1600	1.2460	1.3220	1.4070	1.4850	1.5350
9	1.1950	1.2870	1.3690	1.4590	1.5420	1.5920
10	1.2300	1.3280	1.4160	1.5110	1.5990	1.6490
11	1.2650	1.3690	1.4630	1.5630	1.6560	1.7060
12	1.3000	1.4100	1.5100	1.6150	1.7130	1.7630
13		1.4510	1.5570	1.6670	1.7700	1.8200
14		1.4920	1.6040	1.7190	1.8270	1.8770
15		1.5330	1.6510	1.7710	1.8840	1.9340
16		1.5330	1.6510	1.7710	1.8840	1.9340
17		1.5330	1.6510	1.7710	1.8840	1.9340
18		1.5330	1.6510	1.7710	1.8840	1.9340
19		1.5330	1.6980	1.8230	1.9410	1.9910
20		1.5330	1.6980	1.8230	1.9410	1.9910
21		1.5330	1.6980	1.8230	1.9410	1.9910
22		1.5330	1.7450	1.8750	1.9980	2.0480
23		1.5330	1.7450	1.8750	1.9980	2.0480
24		1.5330	1.7450	1.8750	1.9980	2.0480
25		1.5330	1.7450	1.8750	1.9980	2.0480
26		1.5330	1.7450	1.8750	1.9980	2.0480
27		1.5330	1.7450	1.8750	1.9980	2.0480
28		1.5330	1.7920	1.9270	2.0550	2.1050

WASHINGTON C.H. CITY SCHOOLS
 TEACHER'S SALARY INDEX
 2014-2015
 Effective July 1, 2014

Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
1	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
2	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
3	0.9000	1.0410	1.0870	1.1470	1.2000	1.2500
4	0.9439	1.0820	1.1340	1.1990	1.2570	1.3070
5	1.0550	1.1230	1.1810	1.2510	1.3140	1.3640
6	1.0900	1.1640	1.2280	1.3030	1.3710	1.4210
7	1.1250	1.2050	1.2750	1.3550	1.4280	1.4780
8	1.1600	1.2460	1.3220	1.4070	1.4850	1.5350
9	1.1950	1.2870	1.3690	1.4590	1.5420	1.5920
10	1.2300	1.3280	1.4160	1.5110	1.5990	1.6490
11	1.2650	1.3690	1.4630	1.5630	1.6560	1.7060
12	1.3000	1.4100	1.5100	1.6150	1.7130	1.7630
13		1.4510	1.5570	1.6670	1.7700	1.8200
14		1.4920	1.6040	1.7190	1.8270	1.8770
15		1.5330	1.6510	1.7710	1.8840	1.9340
16		1.5330	1.6510	1.7710	1.8840	1.9340
17		1.5330	1.6510	1.7710	1.8840	1.9340
18		1.5330	1.6510	1.7710	1.8840	1.9340
19		1.5330	1.6980	1.8230	1.9410	1.9910
20		1.5330	1.6980	1.8230	1.9410	1.9910
21		1.5330	1.6980	1.8230	1.9410	1.9910
22		1.5330	1.7450	1.8750	1.9980	2.0480
23		1.5330	1.7450	1.8750	1.9980	2.0480
24		1.5330	1.7450	1.8750	1.9980	2.0480
25		1.5330	1.7450	1.8750	1.9980	2.0480
26		1.5330	1.7450	1.8750	1.9980	2.0480
27		1.5330	1.7450	1.8750	1.9980	2.0480
28		1.5330	1.7920	1.9270	2.0550	2.1050

WASHINGTON C.H. CITY SCHOOLS
 TEACHER'S SALARY INDEX
 2015-2016
 Effective July 1, 2015

Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
1	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
2	0.8649	1.0000	1.0400	1.0950	1.1430	1.1930
3	0.9000	1.0410	1.0870	1.1470	1.2000	1.2500
4	0.9439	1.0820	1.1340	1.1990	1.2570	1.3070
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8	1.1600	1.2460	1.3220	1.4070	1.4850	1.5350
9	1.1950	1.2870	1.3690	1.4590	1.5420	1.5920
10	1.2300	1.3280	1.4160	1.5110	1.5990	1.6490
11	1.2650	1.3690	1.4630	1.5630	1.6560	1.7060
12	1.3000	1.4100	1.5100	1.6150	1.7130	1.7630
13		1.4510	1.5570	1.6670	1.7700	1.8200
14		1.4920	1.6040	1.7190	1.8270	1.8770
15		1.5330	1.6510	1.7710	1.8840	1.9340
16		1.5330	1.6510	1.7710	1.8840	1.9340
17		1.5330	1.6510	1.7710	1.8840	1.9340
18		1.5330	1.6510	1.7710	1.8840	1.9340
19		1.5330	1.6980	1.8230	1.9410	1.9910
20		1.5330	1.6980	1.8230	1.9410	1.9910
21		1.5330	1.6980	1.8230	1.9410	1.9910
22		1.5330	1.7450	1.8750	1.9980	2.0480
23		1.5330	1.7450	1.8750	1.9980	2.0480
24		1.5330	1.7450	1.8750	1.9980	2.0480
25		1.5330	1.7450	1.8750	1.9980	2.0480
26		1.5330	1.7450	1.8750	1.9980	2.0480
27		1.5330	1.7450	1.8750	1.9980	2.0480
28		1.5330	1.7920	1.9270	2.0550	2.1050

EXHIBIT B
 WASHINGTON C.H. CITY SCHOOLS
 TEACHER'S SALARY SCHEDULE
 2013-2014
 Effective July 1, 2013

Base Salary 30,910 Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	26,734	30,910	32,146	33,846	35,330	36,876
1	26,734	30,910	32,146	33,846	35,330	36,876
2	26,734	30,910	32,146	33,846	35,330	36,876
3	27,819	32,177	33,599	35,454	37,092	38,638
4	29,176	33,445	35,052	37,061	38,854	40,399
5	32,610	34,712	36,505	38,668	40,616	42,161
6	33,692	35,979	37,957	40,276	42,378	43,923
7	34,774	37,247	39,410	41,883	44,139	45,685
8	35,856	38,514	40,863	43,490	45,901	47,447
9	36,937	39,781	42,316	45,098	47,663	49,209
10	38,019	41,048	43,769	46,705	49,425	50,971
11	39,101	42,316	45,221	48,312	51,187	52,732
12	40,183	43,583	46,674	49,920	52,949	54,494
13		44,850	48,127	51,527	54,711	56,256
14		46,118	49,580	53,134	56,473	58,018
15		47,385	51,032	54,742	58,234	59,780
16		47,385	51,032	54,742	58,234	59,780
17		47,385	51,032	54,742	58,234	59,780
18		47,385	51,032	54,742	58,234	59,780
19		47,385	52,485	56,349	59,996	61,542
20		47,385	52,485	56,349	59,996	61,542
21		47,385	52,485	56,349	59,996	61,542
22		47,385	53,938	57,956	61,758	63,304
23		47,385	53,938	57,956	61,758	63,304
24		47,385	53,938	57,956	61,758	63,304
25		47,385	53,938	57,956	61,758	63,304
26		47,385	53,938	57,956	61,758	63,304
27		47,385	53,938	57,956	61,758	63,304
28		47,385	55,391	59,564	63,520	65,066

EXHIBIT C
 WASHINGTON C.H. CITY SCHOOLS
 TEACHER'S SALARY SCHEDULE
 2014-2015
 Effective July 1, 2014

Base Salary 31,219 Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	27,001	31,219	32,468	34,185	35,683	37,244
1	27,001	31,219	32,468	34,185	35,683	37,244
2	27,001	31,219	32,468	34,185	35,683	37,244
3	28,097	32,499	33,935	35,808	37,463	39,024
4	29,468	33,779	35,402	37,432	39,242	40,803
5	32,936	35,059	36,870	39,055	41,022	42,583
6	34,029	36,339	38,337	40,678	42,801	44,362
7	35,121	37,619	39,804	42,302	44,581	46,142
8	36,214	38,899	41,272	43,925	46,360	47,921
9	37,307	40,179	42,739	45,549	48,140	49,701
10	38,399	41,459	44,206	47,172	49,919	51,480
11	39,492	42,739	45,673	48,795	51,699	53,260
12	40,585	44,019	47,141	50,419	53,478	55,039
13		45,299	48,608	52,042	55,258	56,819
14		46,579	50,075	53,665	57,037	58,598
15		47,859	51,543	55,289	58,817	60,378
16		47,859	51,543	55,289	58,817	60,378
17		47,859	51,543	55,289	58,817	60,378
18		47,859	51,543	55,289	58,817	60,378
19		47,859	53,010	56,912	60,596	62,157
20		47,859	53,010	56,912	60,596	62,157
21		47,859	53,010	56,912	60,596	62,157
22		47,859	54,477	58,536	62,376	63,937
23		47,859	54,477	58,536	62,376	63,937
24		47,859	54,477	58,536	62,376	63,937
25		47,859	54,477	58,536	62,376	63,937
26		47,859	54,477	58,536	62,376	63,937
27		47,859	54,477	58,536	62,376	63,937
28		47,859	55,944	60,159	64,155	65,716

EXHIBIT D
 WASHINGTON C.H. CITY SCHOOLS
 TEACHER'S SALARY SCHEDULE
 2015-2016
 Effective July 1, 2015

Base Salary 31,531 Experience	1 Non-Degree	2 BA	3 BA150	4 MA	5 MA+15	6 MA+30
0	27,271	31,531	32,792	34,526	36,040	37,616
1	27,271	31,531	32,792	34,526	36,040	37,616
2	27,271	31,531	32,792	34,526	36,040	37,616
3	28,378	32,824	34,274	36,166	37,837	39,414
4	29,762	34,117	35,756	37,806	39,634	41,211
5	33,265	35,409	37,238	39,445	41,432	43,008
6	34,369	36,702	38,720	41,085	43,229	44,806
7	35,472	37,995	40,202	42,725	45,026	46,603
8	36,576	39,288	41,684	44,364	46,824	48,400
9	37,680	40,580	43,166	46,004	48,621	50,197
10	38,783	41,873	44,648	47,643	50,418	51,995
11	39,887	43,166	46,130	49,283	52,215	53,792
12	40,990	44,459	47,612	50,923	54,013	55,589
13		45,751	49,094	52,562	55,810	57,386
14		47,044	50,576	54,202	57,607	59,184
15		48,337	52,058	55,841	59,404	60,981
16		48,337	52,058	55,841	59,404	60,981
17		48,337	52,058	55,841	59,404	60,981
18		48,337	52,058	55,841	59,404	60,981
19		48,337	53,540	57,481	61,202	62,778
20		48,337	53,540	57,481	61,202	62,778
21		48,337	53,540	57,481	61,202	62,778
22		48,337	55,022	59,121	62,999	64,575
23		48,337	55,022	59,121	62,999	64,575
24		48,337	55,022	59,121	62,999	64,575
25		48,337	55,022	59,121	62,999	64,575
26		48,337	55,022	59,121	62,999	64,575
27		48,337	55,022	59,121	62,999	64,575
28		48,337	56,504	60,760	64,796	66,373

EXHIBIT E
 WASHINGTON C.H. CITY SCHOOLS
 ACTIVITY INCREMENT SCHEDULE
 2013-2014
 Effective July 1, 2013

Base Salary	30,910		
POSITION		INDEX	INCREMENT
ADMINISTRATION			
Assistant Athletic Director HS		0.0600	1,855
Athletic Business Manager		0.0500	1,546
Athletic Director MS		0.0600	1,855
TRAINER			
Athletic Trainer		0.1600	4,946
Assistant Athletic Trainer		0.1000	3,091
FOOTBALL			
Head Varsity Football		0.1600	4,946
Assistant Varsity Football		0.1000	3,091
MS & 9th Grade Head Football		0.0800	2,473
MS & 9th Grade Assistant Football		0.0600	1,855
VOLLEYBALL			
Volleyball, Head Girls		0.1500	4,637
Assistant Volleyball		0.1000	3,091
Freshman Volleyball		0.0700	2,164
MS Volleyball (7th & 8th)		0.0600	1,855
Golf			
Golf		0.1200	3,709
Assistant Golf		0.0600	1,855
CROSS COUNTRY			
Head Cross Country		0.1200	3,709
MS Cross Country		0.0600	1,855

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2013-2014
Effective July 1, 2013**

Base Salary	30,910	INDEX	INCREMENT
POSITION			
SOCCER			
Head Soccer - Boys		0.1500	4,637
Varsity Assistant Soccer - Boys		0.1000	3,091
Head Soccer - Girls		0.1500	4,637
Varsity Assistant Soccer - Girls		0.1000	3,091
BASKETBALL			
Varsity Basketball - Boys		0.1600	4,946
Varsity Assistant - Boys		0.1000	3,091
Reserve Basketball - Boys		0.0900	2,782
Freshman Basketball - Boys		0.0700	2,164
8th Grade Basketball - Boys		0.0600	1,855
7th Grade Basketball - Boys		0.0600	1,855
Varsity Basketball - Girls		0.1600	4,946
Assistant Varsity Basketball - Girls		0.1000	3,091
Reserve Basketball - Girls		0.0900	2,782
Freshman Basketball - Girls		0.0700	2,164
MS Basketball - Girls(7th & 8th)		0.0600	1,855
WRESTLING			
Head Wrestling		0.1600	4,946
Reserve Wrestling		0.0900	2,782
MS Wrestling		0.0600	1,855
BASEBALL			
Head Baseball		0.1200	3,709
Assistant Varsity Baseball		0.1000	3,091
Reserve Baseball		0.0900	2,782

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2013-2014
Effective July 1, 2013**

Base Salary	30,910	INDEX	INCREMENT
POSITION			
TENNIS			
Head Varsity Tennis - Girls		0.1200	3,709
Head Varsity Tennis - Boys		0.1200	3,709
TRACK			
Head Varsity Boys		0.1200	3,709
Assistant Varsity Boys		0.1000	3,091
Head Varsity Girls		0.1200	3,709
Assistant Varsity Girls		0.1000	3,091
MS Track - Boys		0.0800	2,473
MS Track - Girls		0.0800	2,473
Assistant MS Track (Boys & Girls)		0.0600	1,855
SOFTBALL			
Head Coach		0.1200	3,709
Assistant Varsity Softball		0.1000	3,091
Reserve Softball		0.0900	2,782
CHEERLEADERS ADVISOR			
Varsity (1 Increment per season per advisor)		0.0600	1,855
Reserve (1 increment per season per advisor)		0.0500	1,546
Freshman (1 increment per season per advisor)		0.0500	1,546
Middle School - 7th		0.0500	1,546
Middle School - 8th		0.0500	1,546
COLOR GUARD			
Director		0.0900	2,782

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2013-2014
Effective July 1, 2013**

Base Salary	30,910		
POSITION		INDEX	INCREMENT
BAND/MUSIC			
Senior High Band Director		0.1600	4,946
MS/Assistant High School Band Director		0.1200	3,709
Senior High Choir Director		0.1000	3,091
MS Choir Director		0.0400	1,236
Sr. High Musical Production Director		0.0700	2,164
HS Assistant Musical Production Director		0.0400	1,236
MS Musical Production Director		0.0400	1,236
MS Assistant Musical Production Director		0.0200	618
LPDC (Local Professional Development)		0.0800	2,473
ENTRY YEAR MENTOR COORDINATOR			
ENTRY YEAR MENTOR			500
ENTRY YEAR TEACHER			500
LEARNING TEAM FACILITATORS		0.0500	1,546
INSTRUCTIONAL TEAM LEADERS		0.0700	2,164
CLUB ADVISORS			
Student Government Forum		0.0400	1,236
Senior		0.0400	1,236
Junior		0.0500	1,546
Sophomore		0.0300	927
Freshman		0.0300	927
Hi-Y Advisor		0.0400	1,236
AFS Advisor		0.0400	1,236
Blue Lines Advisor		0.0300	927

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2013-2014
Effective July 1, 2013**

Base Salary	30,910		
POSITION		INDEX	INCREMENT
Middle School Yearbook Advisor		0.0500	1,546
High School Yearbook Advisor		0.1300	4,018
CLUB ADVISORS (continued)			
Quick Recall		0.0700	2,164
Art Club		0.0200	618
FBLA		0.0400	1,236
FHA		0.0400	1,236
S.O.S		0.0500	1,546
Mock Trial		0.0200	618
Team Leader (3)		0.0500	1,546
MS Fine Arts Fair		0.0200	618
HS Art Show		0.0300	927
Letterman Club		0.0200	618
Creative Problem Solving Problem Coach (bargaining unit members)		0.0400	1,236
Creative Problem Solving Problem Coach - Assistants (non-bargaining members)			500
COACHING ASSISTANTS*			
Fall Sports			500
Winter Sports			500
Spring Sports			500
*Coaching assistants will be determined by the A.D. according to the number of participants each athletic season			
MISCELLANEOUS			
Equipment Manager			2,100
Open Gym Coordinator			1,500
Weight Room Coordinator			1,500
HS Marching Band Section Leader			500

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2014-2015
Effective July 1, 2014**

Base Salary	31,219	INDEX	INCREMENT
POSITION			
ADMINISTRATION			
Assistant Athletic Director HS		0.0600	1,873
Athletic Business Manager		0.0500	1,561
Athletic Director MS		0.0600	1,873
TRAINER			
Athletic Trainer		0.1600	4,995
Assistant Athletic Trainer		0.1000	3,122
FOOTBALL			
Head Varsity Football		0.1600	4,995
Assistant Varsity Football		0.1000	3,122
MS & 9th Grade Head Football		0.0800	2,498
MS & 9th Grade Assistant Football		0.0600	1,873
VOLLEYBALL			
Volleyball, Head Girls		0.1500	4,683
Assistant Volleyball		0.1000	3,122
Freshman Volleyball		0.0700	2,185
MS Volleyball (7th & 8th)		0.0600	1,873
Golf			
Golf		0.1200	3,746
Assistant Golf		0.0600	1,873
CROSS COUNTRY			
Head Cross Country		0.1200	3,746
MS Cross Country		0.0600	1,873
SWIMMING			
Head HS Swim Team		0.1200	3,746
GYMNASTICS			
Head HS Gymnastics Team		0.0600	1,873

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2014-2015
Effective July 1, 2014**

Base Salary	31,219	INDEX	INCREMENT
POSITION			
SOCCER			
Head Soccer - Boys		0.1500	4,683
Varsity Assistant Soccer - Boys		0.1000	3,122
Head Soccer - Girls		0.1500	4,683
Varsity Assistant Soccer - Girls		0.1000	3,122
BASKETBALL			
Varsity Basketball - Boys		0.1600	4,995
Varsity Assistant - Boys		0.1000	3,122
Reserve Basketball - Boys		0.0900	2,810
Freshman Basketball - Boys		0.0700	2,185
8th Grade Basketball - Boys		0.0600	1,873
7th Grade Basketball - Boys		0.0600	1,873
Varsity Basketball - Girls		0.1600	4,995
Assistant Varsity Basketball - Girls		0.1000	3,122
Reserve Basketball - Girls		0.0900	2,810
Freshman Basketball - Girls		0.0700	2,185
MS Basketball - Girls(7th & 8th)		0.0600	1,873
WRESTLING			
Head Wrestling		0.1600	4,995
Reserve Wrestling		0.0900	2,810
MS Wrestling		0.0600	1,873
BASEBALL			
Head Baseball		0.1200	3,746
Assistant Varsity Baseball		0.1000	3,122
Reserve Baseball		0.0900	2,810

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2014-2015
Effective July 1, 2014**

Base Salary	31,219	INDEX	INCREMENT
POSITION			
TENNIS			
Head Varsity Tennis - Girls		0.1200	3,746
Head Varsity Tennis - Boys		0.1200	3,746
TRACK			
Head Varsity Boys		0.1200	3,746
Assistant Varsity Boys		0.1000	3,122
Head Varsity Girls		0.1200	3,746
Assistant Varsity Girls		0.1000	3,122
MS Track - Boys		0.0800	2,498
MS Track - Girls		0.0800	2,498
Assistant MS Track (Boys & Girls)		0.0600	1,873
SOFTBALL			
Head Coach		0.1200	3,746
Assistant Varsity Softball		0.1000	3,122
Reserve Softball		0.0900	2,810
CHEERLEADERS ADVISOR			
Varsity (1 increment per season per advisor)		0.0600	1,873
Reserve (1 increment per season per advisor)		0.0500	1,561
Freshman (1 increment per season per advisor)		0.0500	1,561
Middle School - 7th		0.0500	1,561
Middle School - 8th		0.0500	1,561
COLOR GUARD			
Director		0.0900	2,810

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2014-2015
Effective July 1, 2014**

Base Salary	31,219		
POSITION		INDEX	INCREMENT
BAND/MUSIC			
Senior High Band Director		0.1600	4,995
MS/Assistant High School Band Director		0.1200	3,746
Senior High Choir Director		0.1000	3,122
MS Choir Director		0.0400	1,249
Sr. High Musical Production Director		0.0700	2,185
HS Assistant Musical Production Director		0.0400	1,249
MS Musical Production Director		0.0400	1,249
MS Assistant Musical Production Director		0.0200	624
LPDC (Local Professional Development)		0.0800	2,498
ENTRY YEAR MENTOR COORDINATOR			
ENTRY YEAR MENTOR			500
ENTRY YEAR TEACHER			500
LEARNING TEAM FACILITATORS		0.0500	1,561
INSTRUCTIONAL TEAM LEADERS		0.0700	2,185
CLUB ADVISORS			
Student Government Forum		0.0400	1,249
Senior		0.0400	1,249
Junior		0.0500	1,561
Sophomore		0.0300	937
Freshman		0.0300	937
Hi-Y Advisor		0.0400	1,249
AFS Advisor		0.0400	1,249
Blue Lines Advisor		0.0300	937
Middle School Yearbook Advisor		0.0500	1,561
High School Yearbook Advisor		0.1300	4,058

WASHINGTON C.H. CITY SCHOOLS
 ACTIVITY INCREMENT SCHEDULE
 2014-2015
 Effective July 1, 2014

Base Salary	31,219		
POSITION		INDEX	INCREMENT
CLUB ADVISORS (continued)			
Quick Recall		0.0700	2,185
Art Club		0.0200	624
FBLA		0.0400	1,249
FHA		0.0400	1,249
S.O.S		0.0500	1,561
Mock Trial		0.0200	624
Team Leader (3)		0.0500	1,561
MS Fine Arts Fair		0.0200	624
HS Art Show		0.0300	937
Letterman Club		0.0200	624
Creative Problem Solving Problem Coach (bargaining unit members)		0.0400	1,249
Creative Problem Solving Problem Coach - Assistants (non-bargaining members)			500
COACHING ASSISTANTS*			
Fall Sports			500
Winter Sports			500
Spring Sports			500
*Coaching assistants will be determined by the A.D. according to the number of participants each athletic season			

MISCELLANEOUS

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2015-2016
Effective July 1, 2015**

Base Salary	31,531	INDEX	INCREMENT
POSITION			
ADMINISTRATION			
Assistant Athletic Director HS		0.0600	1,892
Athletic Business Manager		0.0500	1,577
Athletic Director MS		0.0600	1,892
TRAINER			
Athletic Trainer		0.1600	5,045
Assistant Athletic Trainer		0.1000	3,153
FOOTBALL			
Head Varsity Football		0.1600	5,045
Assistant Varsity Football		0.1000	3,153
MS & 9th Grade Head Football		0.0800	2,522
MS & 9th Grade Assistant Football		0.0600	1,892
VOLLEYBALL			
Volleyball, Head Girls		0.1500	4,730
Assistant Volleyball		0.1000	3,153
Freshman Volleyball		0.0700	2,207
MS Volleyball (7th & 8th)		0.0600	1,892
Golf			
Golf		0.1200	3,784
Assistant Golf		0.0600	1,892
CROSS COUNTRY			
Head Cross Country		0.1200	3,784
MS Cross Country		0.0600	1,892
SWIMMING			
Head HS Swim Team		0.1200	3,784
GYMNASTICS			
Head HS Gymnastics Team		0.0600	1,892

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2015-2016
Effective July 1, 2015**

Base Salary	31,531		
POSITION		INDEX	INCREMENT
SOCCER			
Head Soccer - Boys		0.1500	4,730
Varsity Assistant Soccer - Boys		0.1000	3,153
Head Soccer - Girls		0.1500	4,730
Varsity Assistant Soccer - Girls		0.1000	3,153
BASKETBALL			
Varsity Basketball - Boys		0.1600	5,045
Varsity Assistant - Boys		0.1000	3,153
Reserve Basketball - Boys		0.0900	2,838
Freshman Basketball - Boys		0.0700	2,207
8th Grade Basketball - Boys		0.0600	1,892
7th Grade Basketball - Boys		0.0600	1,892
Varsity Basketball - Girls		0.1600	5,045
Assistant Varsity Basketball - Girls		0.1000	3,153
Reserve Basketball - Girls		0.0900	2,838
Freshman Basketball - Girls		0.0700	2,207
MS Basketball - Girls(7th & 8th)		0.0600	1,892
WRESTLING			
Head Wrestling		0.1600	5,045
Reserve Wrestling		0.0900	2,838
MS Wrestling		0.0600	1,892
BASEBALL			
Head Baseball		0.1200	3,784
Assistant Varsity Baseball		0.1000	3,153
Reserve Baseball		0.0900	2,838

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2015-2016
Effective July 1, 2015**

Base Salary	31,531		
POSITION		INDEX	INCREMENT
TENNIS			
Head Varsity Tennis - Girls		0.1200	3,784
Head Varsity Tennis - Boys		0.1200	3,784
TRACK			
Head Varsity Boys		0.1200	3,784
Assistant Varsity Boys		0.1000	3,153
Head Varsity Girls		0.1200	3,784
Assistant Varsity Girls		0.1000	3,153
MS Track - Boys		0.0800	2,522
MS Track - Girls		0.0800	2,522
Assistant MS Track (Boys & Girls)		0.0600	1,892
SOFTBALL			
Head Coach		0.1200	3,784
Assistant Varsity Softball		0.1000	3,153
Reserve Softball		0.0900	2,838
CHEERLEADERS ADVISOR			
Varsity (1 increment per season per advisor)		0.0600	1,892
Reserve (1 increment per season per advisor)		0.0500	1,577
Freshman (1 increment per season per advisor)		0.0500	1,577
Middle School - 7th		0.0500	1,577
Middle School - 8th		0.0500	1,577
COLOR GUARD			
Director		0.0900	2,838

**WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
2015-2016
Effective July 1, 2015**

Base Salary	31,531		
POSITION		INDEX	INCREMENT
BAND/MUSIC			
Senior High Band Director		0.1600	5,045
MS/Assistant High School Band Director		0.1200	3,784
Senior High Choir Director		0.1000	3,153
MS Choir Director		0.0400	1,261
Sr. High Musical Production Director		0.0700	2,207
HS Assistant Musical Production Director		0.0400	1,261
MS Musical Production Director		0.0400	1,261
MS Assistant Musical Production Director		0.0200	631
LPDC (Local Professional Development)		0.0800	2,522
ENTRY YEAR MENTOR COORDINATOR			
ENTRY YEAR MENTOR			500
ENTRY YEAR TEACHER			500
LEARNING TEAM FACILITATORS		0.0500	1,577
INSTRUCTIONAL TEAM LEADERS		0.0700	2,207
CLUB ADVISORS			
Student Government Forum		0.0400	1,261
Senior		0.0400	1,261
Junior		0.0500	1,577
Sophomore		0.0300	946
Freshman		0.0300	946
Hi-Y Advisor		0.0400	1,261
AFS Advisor		0.0400	1,261
Blue Lines Advisor		0.0300	946
Middle School Yearbook Advisor		0.0500	1,577
High School Yearbook Advisor		0.1300	4,099

WASHINGTON C.H. CITY SCHOOLS
ACTIVITY INCREMENT SCHEDULE
 2015-2016
 Effective July 1, 2015

Base Salary	31,531		
POSITION		INDEX	INCREMENT
CLUB ADVISORS (continued)			
Quick Recall		0.0700	2,207
Art Club		0.0200	631
FBLA		0.0400	1,261
FHA		0.0400	1,261
S.O.S		0.0500	1,577
Mock Trial		0.0200	631
Team Leader (3)		0.0500	1,577
MS Fine Arts Fair		0.0200	631
HS Art Show		0.0300	946
Letterman Club		0.0200	631
Creative Problem Solving Problem Coach (bargaining unit members)		0.0400	1,261
Creative Problem Solving Problem Coach - Assistants (non-bargaining members)			500
COACHING ASSISTANTS*			
Fall Sports			500
Winter Sports			500
Spring Sports			500

*Coaching assistants will be determined by the A.D. according to the number of participants each athletic season

MISCELLANEOUS

**EXHIBIT F - PLAN A
MEDICAL BENEFITS SCHEDULE**

**HSA PLAN
Effective: July 1, 2011**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	\$2,500	\$5,000
Per Family Unit	\$5,000	\$10,000
Amounts applied to the Network Deductible and the Non-Network Deductible do not cross-apply.		
The Calendar Year deductible is waived for the following Covered Charges:		
<ul style="list-style-type: none"> - Network Preventive Care - Flu Shots 		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	\$0	\$1,000
Per Family Unit	\$0	\$2,000
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum:		
<ul style="list-style-type: none"> Deductible(s) Non-Precertification penalties Amounts over Usual and Reasonable Charges 		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	100% after deductible	80% after deductible
Intensive Care Unit	100% after deductible	80% after deductible
Outpatient Hospital Services		
Surgical Facilities	100% after deductible	80% after deductible
Other Outpatient Services	100% after deductible	80% after deductible
Emergency Room Visit	100% after deductible	Paid Same As Network
Urgent Care Facility	100% after deductible	80% after deductible
Skilled Nursing Facility	100% after deductible 180 day Calendar Year maximum	80% after deductible 60 day Calendar Year maximum
Physician Services		
Inpatient visits	100% after deductible	80% after deductible
Office visits (including related services billed by the Physician)	100% after deductible	80% after deductible
Surgery	100% after deductible	80% after deductible
Anesthesia	100% after deductible	Paid Same As Network
Allergy services	100% after deductible	80% after deductible

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Diagnostic Testing (X-ray & Lab)	100% after deductible	80% after deductible
Independent Laboratory expenses	100% after deductible	Paid Same As Network
Radiology/Pathology interpretation	100% after deductible	Paid Same As Network
Home Health Care/Private Duty Nursing	100% after deductible 100 visit Calendar Year maximum	80% after deductible 50 visit Calendar Year maximum
Hospice Care	100% after deductible 180 day Lifetime maximum	Not Covered
Bereavement Counseling	2 visit Lifetime maximum	Not Covered
Ambulance Service	100% after deductible	Paid Same As Network
Jaw Joint/TMJ	100% after deductible	Not Covered
Wig After Chemotherapy	100% after deductible \$400 Lifetime maximum	80% after deductible \$400 Lifetime maximum
Physical/Occupational Therapy	100% after deductible Limited to 20 visits for each therapy per Calendar Year	80% after deductible Limited to 10 visits for each therapy per Calendar Year
Speech & Vision Therapy	100% after deductible Limited to 20 visits for each therapy per Calendar Year	80% after deductible Limited to 10 visits for each therapy per Calendar Year
Spinal Manipulation/Chiropractic	100% after deductible 15 visit Calendar Year maximum	80% after deductible 15 visit Calendar Year maximum
Mental Disorders/Substance Abuse	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Adult Care	100%	Not Covered
Includes: office visits, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations, colonoscopies, bone density scans, stress tests, and other Preventive services as required by law.		
Mammogram, Pap smear, PSA/prostate testing	100%	80% after deductible
Routine Well Child Care	100%	80% after deductible
Includes: office visits, routine physical examination, laboratory tests, x-rays, immunizations, and other Preventive services as required by law through age 9.		
Flu Shot	100%	Paid Same As Network
Eye Exam (including refractive exams)	100% after deductible Limited to 1 per Calendar Year, unless otherwise required by law	Not Covered
Organ Transplants	100% after deductible	Not Covered
Prescription Drugs (Mail Order or Retail Pharmacy)	100% after deductible	Paid Same As Network
Other Medical Services and Supplies	100% after deductible	80% after deductible

Washington Court House City Schools
Medical Benefits Schedule – HSA PLAN
Revision Date: 100311

**EXHIBIT F - PLAN B
MEDICAL BENEFITS SCHEDULE**

**PPO 500/1000
Effective: July 1, 2011**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	\$500	\$1,000
Per Family Unit	\$1,000	\$2,000
<p>Amounts applied to the Network Deductible and the Non-Network Deductible do not cross-apply. The Calendar Year deductible is waived for the following Covered Charges:</p> <ul style="list-style-type: none"> - Network Preventive Care - Flu Shots - Services with a per-visit Copayment - Emergency Room services - Neuromusculoskeletal/Chiropractic services 		
COPAYMENTS		
Physician visits	\$25	n/a
Specialist visits	\$50	n/a
Eye Exam	\$25	n/a
Physical/Occupational Therapy	\$25	n/a
Speech/Vision Therapy	\$25	n/a
Urgent Care Facility	\$50	n/a
Emergency room	\$200	\$200
<p>The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator, ACMS should be notified at (877) 304-0761 within 7 Days of the admission, even if the patient is discharged within 7 Days of the admission.</p>		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	\$1,000	\$2,000
Per Family Unit	\$2,000	\$4,000
<p>Amounts applied to the Network Out-of-Pocket and the Non-Network Out-of-Pocket do not cross-apply. The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.</p>		
<p>The following charges do not apply toward the out-of-pocket maximum:</p> <ul style="list-style-type: none"> Deductible(s) Non-Precertification penalties Copayments Amounts over Usual and Reasonable Charges Charges for Prescription Drugs obtained under the Prescription Drug Program 		

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	80% after deductible	60% after deductible
Intensive Care Unit	80% after deductible	60% after deductible
Outpatient Hospital Services		
Surgical Facilities	80% after deductible	60% after deductible
Other Outpatient Services	80% after deductible	60% after deductible
Emergency Room Visit	100% after copayment	Paid Same As Network
Urgent Care Facility	100% after copayment	60% after deductible
Skilled Nursing Facility	80% after deductible 180 day Calendar Year maximum	60% after deductible 60 day Calendar Year maximum
Physician Services		
Inpatient visits	80% after deductible	60% after deductible
Office visits (including related services billed by the Physician)	100% after copayment	60% after deductible
Specialist visits (including related services billed by the Physician)	100% after copayment	60% after deductible
Surgery	80% after deductible	60% after deductible
Anesthesia	80% after deductible	Paid Same As Network
Allergy services	80% after deductible	60% after deductible
Diagnostic Testing (X-ray & Lab)	80% after deductible	60% after deductible
Independent Laboratory expenses	80% after deductible	Paid Same As Network
Radiology/Pathology interpretation	80% after deductible	Paid Same As Network
Home Health Care/Private Duty Nursing	80% after deductible 100 visit Calendar Year maximum	60% after deductible 50 visit Calendar Year maximum
Hospice Care	80% after deductible 180 day Lifetime maximum	Not Covered
Bereavement Counseling	2 visit Lifetime maximum	Not Covered
Ambulance Service	80% after deductible	Paid Same As Network
Jaw Joint/TMJ	80% after deductible	Not Covered
Wig After Chemotherapy	80% after deductible \$400 Lifetime maximum	60% after deductible \$400 Lifetime maximum
Physical/Occupational Therapy	100% after copayment Limited to 20 visits for each therapy per Calendar Year	60% after deductible Limited to 10 visits for each therapy per Calendar Year
Speech & Vision Therapy	100% after copayment Limited to 20 visits for each therapy per Calendar Year	60% after deductible Limited to 10 visits for each therapy per Calendar Year
Spinal Manipulation/Chiropractic	80% 15 visit Calendar Year maximum	60% 15 visit Calendar Year maximum
Mental Disorders/Substance Abuse	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Adult Care	100%	Not Covered

Washington Court House City Schools
Medical Benefits Schedule – PPO 500/1000
Revision Date: 100311

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Includes: office visits, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations, colonoscopies, bone density scans, stress tests, and other Preventive services as required by law.		
Mammogram, Pap smear, PSA/prostate testing	100%	60% after deductible
Routine Well Child Care	100%	60% after deductible
Includes: office visits, routine physical examination, laboratory tests, x-rays, immunizations, and other Preventive services as required by law through age 9.		
Flu Shots	100%	Paid Same As Network
Eye Exam (including refractive exams)	100% after Copayment Limited to 1 per Calendar Year. unless otherwise required by law	Not Covered
Organ Transplants	80% after deductible	Not Covered
Other Medical Services and Supplies	80% after deductible	60% after deductible

PRESCRIPTION DRUG BENEFIT SCHEDULE

PRESCRIPTION DRUG BENEFIT		
	NETWORK	NON-NETWORK
Pharmacy Option (31 Day Supply)		
Generic Drugs	\$10 copayment	Prescriptions are only covered at participating pharmacies
Formulary Brand Name Drugs	\$20 copayment	Prescriptions are only covered at participating pharmacies
Non-Formulary Brand Name Drugs	\$50 copayment	Prescriptions are only covered at participating pharmacies
Mail Order Option (90 Day Supply)		
Generic Drugs	\$20 copayment	Not Applicable
Formulary Brand Name Drugs	\$40 copayment	Not Applicable
Non-Formulary Brand Name Drugs	\$100 copayment	Not Applicable
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.		

Note: Prescription Drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible or to the Out-of-Pocket Maximum under the Medical Benefits Schedule.

**EXHIBIT F - PLAN C
MEDICAL BENEFITS SCHEDULE**

**PPO 250/500
Effective: July 1, 2011**

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	\$250	\$500
Per Family Unit	\$500	\$1,000
<p>Amounts applied to the Network Deductible and the Non-Network Deductible do not cross-apply.</p> <p>The Calendar Year deductible is waived for the following Covered Charges:</p> <ul style="list-style-type: none"> - Network Preventive Care - Flu Shots - Services with a per-visit Copayment - Emergency Room services - Neuromusculoskeletal/Chiropractic services 		
COPAYMENTS		
Physician visits	\$25	n/a
Eye Exam	\$25	n/a
Physical/Occupational Therapy	\$25	n/a
Speech/Vision Therapy	\$25	n/a
Urgent Care Facility	\$25	n/a
Emergency room	\$100	\$100
<p>The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator, ACMS should be notified at (877) 304-0761 within 7 Days of the admission, even if the patient is discharged within 7 Days of the admission.</p>		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	\$500	\$1,000
Per Family Unit	\$1,000	\$2,000
<p>Amounts applied to the Network Out-of-Pocket and the Non-Network Out-of-Pocket do not cross-apply.</p> <p>The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.</p> <p>The following charges do not apply toward the out-of-pocket maximum:</p> <ul style="list-style-type: none"> Deductible(s) Non-Precertification penalties Copayments Amounts over Usual and Reasonable Charges Charges for Prescription Drugs obtained under the Prescription Drug Program 		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	80% after deductible	60% after deductible

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Intensive Care Unit	80% after deductible	60% after deductible
Outpatient Hospital Services		
Surgical Facilities	80% after deductible	60% after deductible
Other Outpatient Services	80% after deductible	60% after deductible
Emergency Room Visit	80% after copayment	Paid Same As Network
Urgent Care Facility	100% after copayment	60% after deductible
Skilled Nursing Facility	80% after deductible 180 day Calendar Year maximum	60% after deductible 60 day Calendar Year maximum
Physician Services		
Inpatient visits	80% after deductible	60% after deductible
Office visits (including related services billed by the Physician)	100% after copayment	60% after deductible
Surgery	80% after deductible	60% after deductible
Anesthesia	80% after deductible	Paid Same As Network
Allergy services	80% after deductible	60% after deductible
Diagnostic Testing (X-ray & Lab)	80% after deductible	60% after deductible
Independent Laboratory expenses	80% after deductible	Paid Same As Network
Radiology/Pathology interpretation	80% after deductible	Paid Same As Network
Home Health Care/Private Duty Nursing	80% after deductible 100 visit Calendar Year maximum	60% after deductible 50 visit Calendar Year maximum
Hospice Care	80% after deductible 180 day Lifetime maximum	Not Covered
Bereavement Counseling	2 visit Lifetime maximum	Not Covered
Ambulance Service	80% after deductible	Paid Same As Network
Jaw Joint/TMJ	80% after deductible	Not Covered
Wig After Chemotherapy	80% after deductible \$400 Lifetime maximum	60% after deductible \$400 Lifetime maximum
Physical/Occupational Therapy	100% after copayment Limited to 20 visits for each therapy per Calendar Year	60% after deductible Limited to 10 visits for each therapy per Calendar Year
Speech & Vision Therapy	100% after copayment Limited to 20 visits for each therapy per Calendar Year	60% after deductible Limited to 10 visits for each therapy per Calendar Year
Spinal Manipulation/ Chiropractic	80% 15 visit Calendar Year maximum	60% 15 visit Calendar Year maximum
Mental Disorders/Substance Abuse	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Adult Care	100%	Not Covered
Includes: office visits, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations, colonoscopies, bone density scans, stress tests, and other Preventive services as required by law.		

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Mammogram, Pap smear, PSA/prostate testing	100%	60% after deductible
Routine Well Child Care	100%	60% after deductible
Includes: office visits, routine physical examination, laboratory tests, x-rays, immunizations, and other Preventive services as required by law through age 9.		
Flu Shots	100%	Paid Same As Network
Eye Exam (including refractive exams)	100% after Copayment Limited to 1 per Calendar Year, unless otherwise required by law	Not Covered
Organ Transplants	80% after deductible	Not Covered
Other Medical Services and Supplies	80% after deductible	60% after deductible

PRESCRIPTION DRUG BENEFIT SCHEDULE

PRESCRIPTION DRUG BENEFIT		
	NETWORK	NON-NETWORK
Pharmacy Option (31 Day Supply)		
Generic Drugs	\$10 copayment	Prescriptions are only covered at participating pharmacies
Formulary Brand Name Drugs	\$20 copayment	Prescriptions are only covered at participating pharmacies
Non-Formulary Brand Name Drugs	\$50 copayment	Prescriptions are only covered at participating pharmacies
Mail Order Option (90 Day Supply)		
Generic Drugs	\$20 copayment	Not Applicable
Formulary Brand Name Drugs	\$40 copayment	Not Applicable
Non-Formulary Brand Name Drugs	\$100 copayment	Not Applicable
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.		

Note: Prescription Drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible or to the Out-of-Pocket Maximum under the Medical Benefits Schedule.

EXHIBIT G

MEMORANDUM OF AGREEMENT

Whereas, the Washington Court House Board of Education, hereinafter "Board", and the Washington Education Association, hereinafter "WEA", have recently concluded the negotiations for a collective bargaining agreement; and

Whereas, during the course of prior negotiations the parties discussed and reached certain agreements regarding the Labor Management Committee, Special Education, Professional Appearance and Master Teacher Committee; and

Whereas, the parties further agreed that the terms of those prior agreements should be memorialized but should not be included as a part of the collective bargaining agreement or subject to the terms of the grievance procedure contained in the collective bargaining agreement.

Therefore, the agreements and understandings of the parties with respect to the Labor Management Committee, Special Education, Professional Appearance, and Master Teacher Committees are set forth as follows:

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 monthly on the second Wednesday of each month from September through May 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. One week before each meeting of the Committee, the Superintendent and the President of the Association will exchange agendas of no more than 3 items which each of them wishes to discuss at the next meeting. Discussion will be limited to those items identified unless the Superintendent and President of the Association agree to add additional items.
5. 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.

SPECIAL EDUCATION MATTERS

The parties have agreed to the following undertakings to address concerns of intervention specialists and regular classroom teachers who have special education students. The commitments made herein are intended to improve instructional services to students with special needs and require a high degree of cooperation and collegiality between and among administrators, teachers and support staff. Consequently, it is expressly understood and agreed the parties may discuss matters addressed in the Memorandum on special education matters in the Labor Management Committee but will not be the subject of any grievance.

1. Where it is understood that students will attend a different school building for the next year, reasonable efforts will be made to have an intervention specialist from the new building participate as a member of the IEP team.
2. Reasonable efforts will be made to make IEP's available for inspection and review by June 30 to any intervention specialist or any regular classroom teacher who has a special education student assigned to his/her class for the coming year. Copies of the IEP will be given to the intervention specialist by this date if they wish to pick them up at the central office. Regular classroom teachers will be informed as to the contents of IEP's or will be given copies of IEP's or any portions of IEP's which they need to adequately prepare to teach the special education students in the coming year.
3. Reasonable efforts will be made to notify by building administrators, all regular classroom teachers who may have one or more special education student assigned to their class for the coming year by June 30 so that they will have adequate time to consult with the Director of Special Education and to make any other preparations that they deem necessary.
4. Reasonable efforts will be made to provide workshops and in-services directed to regular classroom teachers to provide them with skills needed to teach students with special needs. Additionally, the Director of Curriculum and/or the Director of Special Education will make reasonable efforts to inform regular classroom teachers of books and other teaching materials which may be useful to them in teaching students with special needs.
5. Teachers assigned a student with an IEP may formally ask for a review of the IEP if the student does not appear to be making successful progress and/or passing the class.
6. Assignment of students with IEP's to regular classes shall be made by the building administrator with input from the building intervention specialists.

PROFESSIONAL APPEARANCE

The parties agree teachers serve as role models for students and need to present a positive image of the district in the community. As a matter of professional responsibility teachers are expected to dress appropriately and to maintain an acceptable personal appearance.

Building principals and other administrators will address concerns regarding professional appearance with teachers in the context of teacher evaluations and at other times when circumstances warrant in accordance with the progressive discipline provisions and grievance procedures of the Negotiated Agreement (See Article 8 Section D – Teacher Discipline).

MASTER TEACHER COMMITTEE

To fulfill the legislative mandate for the District to identify and annually report to the Ohio Department of Education the number of "master teachers" it employs, the District has agreed with the Association to establish a Master Teacher Committee (MTC).

The parties agree that the master teacher designation process is voluntary and is not intended to affect teachers' salary, hours of work, fringe benefits or other conditions of employment. Consequently, the parties agree that no teacher's performance evaluation or other term or condition of employment will be adversely affected by the teacher's participation or non-participation as a member of the MTC or as an applicant.

The MTC shall have the following duties and responsibilities: 1) facilitate the "master teacher" application process; 2) confirm eligibility of teachers who apply; 3) review the applications and supporting materials of those teachers who apply; 4) use the criteria adopted by the State Educator Standards Board to designate the District's master teachers.

The MTC shall consist of five (5) persons, three (3) of whom shall be teachers who are either currently certified by the National Board for Professional Teaching Standards (NBPTS) or who currently hold the designation of "master teacher." Teacher members shall be appointed by mutual agreement of the President of the Association and the Superintendent. If there are not enough teachers possessing the NBPTS certification or master teacher designation who are able and willing to serve on the MTC, the Association President and the Superintendent may appoint other teachers by mutual agreement, provided that those teachers meet the eligibility criteria to be designated as a master teacher. The remaining two (2) members shall be currently licensed administrators and shall be appointed by the Superintendent.

All teacher members of the MTC shall be paid a stipend as follows: Teacher members of the MTC who possess NBPTS certification shall be paid a stipend of \$1,000 at the end of each school year; Teacher members of the MTC who possess master teacher designation but do not possess NBPTS certification shall be paid a stipend of \$500 at the end of each school year; Teacher members who meet eligibility criteria to be designated as a master teacher but who do not possess NBPTS certification nor master teacher designation shall be paid a stipend of \$250 at the end of each school year.

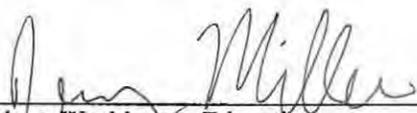
All members of the MTC shall serve terms of three (3) years and may be reappointed without limit so long as they remain employees of the District. In order to provide for continuity of the committee's work, terms of initial members of the MTC may be staggered for one, two or three years.

The MTC will operate in conformity with laws and regulations governing the operation of public schools, the applicable rules and regulations of the Ohio Standards Board, Board policies and regulations and such other rules as the committee may from time to time adopt.

Any decision of the MTC to not designate an applicant as a master teacher may be appealed to the Superintendent by the affected teacher within ten (10) school days. The Superintendent shall meet with the affected teacher and the MTC and will determine if the committee substantially followed its established procedures. In the event the Superintendent determines that the committee did not substantially follow its established procedures he/she shall remand the matter to the MTC with instructions to follow the established procedures and reconsider the applicant. Otherwise the Superintendent shall affirm the determination of the MTC. The Superintendent's written decision shall be final and not subject to the grievance/arbitration procedure of the collective bargaining agreement.

The MTC will be provided by the District with adequate and secure space for the safe and secure storage of records, files and other materials. It will be provided appropriate clerical support and supplies as may be needed to perform its duties and responsibilities.

The District and the Association agree that the District shall retain the right to enter into collaborative agreements in the future with one or more other school districts to form a consortium if, in the judgment of the majority of members of the Master Teacher Committee, it is determined that such arrangement will best ensure consistency within the state or region for designating master teachers for reporting purposes or that such an agreement is more efficient or economical to operate than the MTC. Upon entering into an arrangement to participate in a consortium for this purpose, this agreement automatically will be of no further force or effect.



President, Washington Education
Association



Superintendent, Washington C.H. City
Board of Education

EXHIBIT H

PROFESSIONAL NEGOTIATIONS AGREEMENT

The Washington C.H. City Board of Education (hereinafter referred to as "Board") and the Washington Education Association (hereinafter referred to as "Association"), in keeping with the educational philosophy of this district, agree that the educational welfare of the children of this city district is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I: RECOGNITION

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.

ARTICLE II: PRINCIPLES

A. 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.

B. 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 teachers, 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.

C. 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.

D. 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.

E. Information

The Association shall provide the Board with the following information by May 15 of each year:

1. The name and mailing address of the organization.
2. The name and address of each area, state, and national organization with which it is affiliated.
3. The name, title, and mailing address of each officer in the Association.
4. 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.

F. Censor

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

ARTICLE III: PROCEDURES

A. Assistance

Consultants may be used by either party. Costs shall be borne by the inviting group.

B. Progress Reports

While discussions are in progress any releases prepared for news media will be approved by both groups.

C. 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 forestated, 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 negotiations 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.

D. Procedures

1. 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.
2. 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 $\frac{1}{2}$ day per week.
3. Meetings shall be confined to committee members only.

E. 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.

F. Program and Curriculum

Items of program and curriculum concern shall 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.

G. Caucus

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

ARTICLE IV: AGREEMENT

A. 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.

B. Non-discrimination

The Agreement shall not discriminate against any teacher regardless of membership or non-membership in the Association.

ARTICLE V: 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.

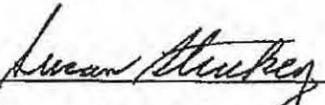
Either party may request mediation from the Federal Mediation and Conciliation Service. If requested by either party, both shall thereafter meet and confer with the mediator and/or with each other as directed by the mediator.

ARTICLE VI: DURATION

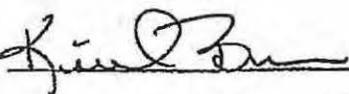
Either party desiring to negotiate changes in this Professional Negotiation Agreement shall notify the other party in writing at least thirty (30) days prior to April 1 of the final year of any existing

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.

This Professional Negotiation Agreement shall become effective November 1, 2010 and shall remain in force until termination as provided herein.



President, Washington Education
Association



Superintendent, Washington C.H. City
Board of Education

EXHIBIT I

WASHINGTON C.H. CITY SCHOOLS
ABSENCE REPORT*

NAME _____

SCHOOL _____

ACTUAL DATE(S) OF ABSENCE _____

.....

REASON FOR ABSENCE:

SUBSTITUTE:

_____ Personal Illness _____

_____ Family Illness _____

_____ Personal Leave _____
[Personal Leave Request must be approved in advance.]

_____ Jury Duty [Received \$ _____] _____

_____ Leave Without Pay _____
[Must have written prior approval.]

_____ Accident on Job _____

_____ Vacation _____

_____ Funeral Leave _____

Name of deceased _____

Relationship _____

_____ Other (meetings, etc.) _____

Describe: _____

.....

Signature _____ Date _____

.....

OFFICE USE ONLY

Excused _____

Unexcused _____

ADMINISTRATIVE APPROVAL: _____

*This form is to be completed by all employees who are absent for any reason.

EXHIBIT J

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EXHIBIT K-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 K-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.