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MASTER AGREEMENT

Between the

**WASHINGTON LOCAL
BOARD OF EDUCATION**

and

**TEACHERS' ASSOCIATION OF WASHINGTON
LOCAL SCHOOLS**

July 1, 2013 – June 30, 2015

Approved by Board on May 15, 2013

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PREAMBLE

It is the purpose of this document to establish the relationship between the Board of Education of the Washington Local School District and the Teachers' Association of Washington Local Schools, and to set forth an orderly procedure for the consideration and resolution of negotiable matters.

ARTICLE 1 - Recognition

Section 1 Recognition of Teachers' Association of Washington Local Schools

The Board recognizes the Teachers' Association of Washington Local Schools, hereinafter referred to as the Association, affiliated with the Northwest Ohio Education Association, the Ohio Education Association and the National Education Association, as the exclusive bargaining representative of all full- and part-time certificated teachers, excluding as defined in O.R.C. §4117.01 confidential employees, management level employees, employees who act in a fiduciary capacity, supervisors, students, seasonal and casual employees, non-professional employees, guards as defined in O.R.C. §4117.06(D)(2), substitute teachers, special education supervisor, trade and industry supervisors, business office education supervisor, instructional materials center coordinator, remedial reading coordinator, guidance supervisor, coordinator of computer services, adult education administrator, adult education teachers, apprenticeship coordinator, apprenticeship instructors, case manager, and educational technologist.

Certificated part-time employees are employed on a regular basis, but less than full-time. They may be paid on the teacher salary schedule on a pro-rata basis or on an hourly basis and do not include daily substitutes. Summer school teachers who are otherwise members of the bargaining unit are included in the unit.

Recognition of English as a Second Language (ESL) instructors, special education instructors / tutors, and **Proficiency** Tutors dealing exclusively with students in grades K-12, as members of the bargaining unit, shall be limited to the following specific provisions of the contract: Article 3 -Grievance Procedure; Article 4 Section 4 - Complaint Procedures; Article 5 Section 2 - Personnel Records - Employment Record File; Article 6 Section 10 -Association Representative; Article 7 Section 1 - Safe Working Conditions, Section 5 - Supply Requisitions, Section 6 - Supplies/ Materials, and Section 8 - Academic Freedom; Article 11 Section 9 -Assault Leave; Article 13 Section 1 - Pay Schedule, and Section 7 - Payroll Deductions; Article 17; and Extra Duty Pay Schedule Section #145 - Rate of Pay, **Appendix C (tutor pay schedule)**. The provisions of this paragraph supersede and replace any conflicting provisions of the Ohio Revised Code, including but not limited to Sections 3317.13, 3317.14, 3319.07, 3319.071, 3319.09, 3319.08, 3319.11, 3319.111, 3319.112, 3319.12, 3319.13, 3319.131, 3319.141, 3319.16 and/or 3319.17 of the Ohio Revised Code.

When new positions are created or existing positions revised, regardless of the title assigned, the parties shall negotiate whether they are to be placed in the bargaining unit and, if so, the wages, hours, terms and conditions of employment for each such position. Negotiations shall take place pursuant to the appropriate negotiating procedures in Article 2.

Section 2 Recognition of the Board and Management Rights

The Association recognizes the Board as the legally elected body which, by law, has the final authority and responsibility of establishing the policies for the Washington Local School District and as the employer of all personnel of the school system.

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including the rights specified in §4117.08(C) of the Ohio Revised Code, subject to the specific terms of this agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain

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employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees or persons by which Board operations shall be conducted, to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the specific terms of this agreement.

All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force including the rights specified in §4117.08(C) of the Ohio Revised Code, subject to the specific terms of this agreement.

Section 3 Recognition of the Superintendent

The parties recognize the school superintendent as the chief executive officer of the school system and the chief educational officer of the school system.

Section 4 Fair Share Fee

All employees in the bargaining unit who, sixty [60] days from date of hire, or from the effective date of this agreement, whichever is later, are not members in good standing of the Association shall pay a fair share fee to the Association as a condition of employment. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this agreement. The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee amount, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this agreement for the purpose of determining amounts to be payroll-deducted.

The Association will transmit the names of all bargaining unit members who are not members in good standing to the treasurer of the Board on or after November 15 of each year as soon as possible after that date.

Payment to the Association of the fair share fee shall be made by the Board's treasurer to the Association treasurer within ten (10) days of deduction. The Board further agrees to accompany each such payment with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

The fair share fee agreement between the Board and the Association does not require any employee to become a member of the Association.

Payroll deduction of fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October until sixty (60) days after date of hire.

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction or otherwise to the Association.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

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Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association and the Board mutually agree upon counsel to represent and defend the employer. In the event the parties cannot agree upon counsel, the selection of counsel will be submitted to arbitration pursuant to the rules for expedited arbitration of the American Arbitration Association;
- C. The Board agrees to (1) give full and complete cooperation and assistance to the Association, and its counsel at all levels of the proceeding, (2) permit the Association to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action;
- D. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) such fair share fee provisions herein.

Section 5 Bargaining Unit Work

With the exception of programs or services provided for students by other districts or agencies, all work done by members of the bargaining unit as defined in ARTICLE 1 of this agreement, including any and all work done under extra duty contracts, is the work of the members of the bargaining unit. Accordingly, no reduction in force shall occur within the bargaining unit as a result of work being subcontracted during the terms of this agreement.

Extra duty positions bargained by the Association will not be filled, without prior posting, following vacancy posting procedures of ARTICLE 5, Section 1.

If no properly qualified candidate from the unit applies, then persons outside of the bargaining unit may be assigned to such extra duty positions.

ARTICLE 2 - Negotiating Procedures

Section 1 Matters to be Negotiated

Those matters which shall be negotiable are wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement.

Section 2 Matters for Discussion

Available financial data concerning Washington Local School District shall be discussed by members of the two negotiating teams thirty [30] days prior to formal negotiations on salary, welfare provisions, and working conditions.

Section 3 Agreement

Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code except that affects negotiations taking place during the term of the Master Agreement shall take place pursuant to the provisions of Article 2, Section 4, below. The resulting agreement shall be binding on both parties, and may be changed only by mutual agreement.

Section 4 Affects Bargaining

The Board may make and implement decisions within its management rights pursuant to provisions of Article 1, Section 2, of the Master Agreement, but must give the Association notice and opportunity to negotiate if the decision affects wages, hours, terms and other conditions of employment and/or the modification or deletion of a term of this agreement. In affording the Association that opportunity to negotiate, the Board shall give the Association President or his/her designee thirty [30] calendar days' notice of the intended action, unless it would be impractical or inconsistent with legal requirement to defer implementation. It shall be the Association's responsibility to initiate bargaining by filing written notice with the Superintendent within ten [10] calendar days of notification of the intended action. If the Association does not make a timely request for bargaining, the Board may implement its intended action without negotiations.

Upon Association request for affects bargaining pursuant to this section and during the bargaining period of thirty [30] calendar days, the parties will negotiate the relevant issues. Should agreement be reached and ratified by both parties, said agreement shall be incorporated as of the date of ratification into this Master Agreement. Should agreement not be reached, unless the Board withdraws its intended action, the parties will mediate the issue with the assistance of the Federal Mediation and Conciliation Service. The mediation period shall not exceed two [2] weeks. If there is no mutual agreement after the mediation period, the parties shall submit the effects of the Board action to issue by issue, final and binding expedited arbitration before a mutually agreed upon arbitrator. Following the hearing, his/her decision binding upon both parties will be rendered separately on each issue at impasse. Should the Association request negotiation hereunder of alleged affects upon mandatory bargaining subjects of action by the Board which it implemented without notice, said Arbitrator shall have the right to hear the nature of the action and its alleged affects and determine whether negotiations shall be conducted under this Section. Each party shall pay its own expenses and the expenses of the Arbitrator shall be shared equally by both parties.

Section 5—Extra Duty Index Joint Committee

Prior to the beginning of negotiations for the next agreement, an EDI team representing TAWLS and an EDI team representing the Board will meet to bargain EDI. These teams will issue only joint statements.

The EDI teams shall make a recommendation to the negotiating teams for new extra duty positions, elimination of present positions, and/or index changes.

If accepted by the negotiating teams, the EDI recommendations shall be recommended to the Board and TAWLS membership for ratification to be incorporated in the next agreement.

ARTICLE 3 - Grievance Procedure
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Grievance Procedure—Certificated Personnel

The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level and within a reasonable amount of time. All instructionally certificated personnel shall have the right to present grievances in accordance with these procedures.

Definition

A grievance shall mean a written complaint by a member of the bargaining unit or the Association that there has been a violation of the terms of this written agreement between the Board of Education and the Association. The term "grievance" shall not include any complaint concerning matters not specifically included within the terms of this agreement nor any matter in which the Board of Education is without authority to take final action. All grievances hereunder shall be submitted on the prescribed form which shall be available in the school office and from the Association building representative.

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A "grievant" is the person(s) and/or the Association making the complaint.

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further consideration of the grievance and any administrator's failure to give a decision within the time limit prescribed for one level permits the grievant to proceed to the next level. The time limits, however, may be extended by mutual written agreement.

This grievance procedure is the sole and exclusive remedy for the adjustment of grievances as defined herein. An agreement reached between the parties under the grievance procedure and any decision of the arbitrator under Level III shall be final and binding upon the Association, the grievant, all employees covered by this agreement, and the Board.

Level I resolutions shall be without precedent. By mutual agreement in writing between the employer and the Association, Level II resolutions may be effected on a non-precedent basis, neither party having the right thereafter to cite or rely upon that resolution as a precedent in any subsequent grievance or as a past practice or for any other reason whatsoever than the resolution of the specific grievance thereby resolved.

At any level of the grievance procedure, the Association president and/or the president's designee will be permitted to attend all meetings with the grievant that involve the resolution of the grievance.

Informal Procedures (must occur prior to filing any grievance)

If a bargaining unit member has a complaint, he/she shall discuss it informally with the administrator involved. The teacher may be accompanied by an association representative in this meeting with the administrator, who may also have a representative. The object of the meeting, for both parties, shall be to resolve this complaint as soon as possible in an informal manner. This informal meeting must be requested within ten (10) working days of the occurrence. The meeting must be requested by the bargaining unit member.

LEVEL I (Local School)

If the complaint is not resolved informally, a grievance may be filed with the principal or appropriate administrator within fifteen (15) working days of the informal meeting. In the event that the principal or appropriate administrator at Level I lacks authority to resolve the grievance, it may be filed at Level II within the above stated time limit. Within **five (5) working** days the principal or appropriate administrator shall meet with the grievant to resolve the grievance. The principal or appropriate administrator shall indicate his disposition of the grievance in writing within **five (5) working** days after meeting with the grievant and simultaneously forward a copy to the grievant and the president of the Association.

LEVEL II (Central Office)

In the event a grievance has not been satisfactorily resolved at Level I the grievant may file, within **five (5) working** days of receipt of the Level I decision by the grievant (or in his/her absence, by the Association president's designee), a copy of the grievance report form with the **director of human resources**. The **director of human resources or other central office administrator as appointed by the superintendent** shall conduct the hearing on the written grievance at which time information may be presented by the grievant and person against whom the grievance was filed. This hearing shall be held within **five (5) working** days after receipt of the grievance by the **director of human resources**. After conferring with the designated central office administrator, the superintendent and designated central office administrator shall render a decision in writing within **three (3) working days** following the hearing. Copies of the written decision shall be simultaneously forwarded to the grievant, the president of the Association, and the building principal or other appropriate administrator.

LEVEL III (Binding Arbitration)

If the grievance has not been satisfactorily resolved at Level II, either party may, within **five (5) working** days of receipt of the Level II decision by the grievant (or in his/her absence, by the Association president or the president's designee), in writing, request arbitration and the other party or parties shall be obligated to proceed

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with arbitration, in the manner hereinafter provided. The party requesting arbitration shall promptly file a demand for arbitration under the voluntary labor arbitration rules of the American Arbitration Association. Each party shall pay its own expenses. The expenses of the arbitrator shall be shared equally by both parties.

The arbitrator shall have the authority and jurisdiction to determine the appropriate interpretation and/or application of the specific terms of this agreement as they relate to the grievance in question, but he shall have no authority to modify, alter or amend in any way the terms of this agreement nor in matters committed by this agreement to the discretion of the administration or Board of Education to substitute his judgment for that of either of them.

Within the **five (5) working** days of receipt of the Level II decision by the grievant, by mutual agreement the parties may seek mediation through Federal Mediation and Conciliation Services (FMCS) before proceeding to arbitration. If either party does not agree to mediation, the timeline and procedure for arbitration shall remain as stated. If both parties agree to mediation, the party making the request for mediation shall promptly file a demand for mediation under the voluntary labor mediation rules of the FMCS. If the mediation date is not within 45 days of receipt of the Level II decision by the grievant, either party may opt out of the process and proceed to arbitration through the American Arbitration Association.

ARTICLE 4 - Communications

Section 1 Superintendent - Association Communications

The superintendent and his representatives shall meet at times mutually agreed upon, with representatives of the Association to discuss school concerns and/or procedures of the negotiated agreement in an effort to maintain effective communications. All individual building concerns will first be discussed at the building level.

Section 2 Principal - Building Representatives Meetings

The principal and the building representatives in each building shall meet monthly, or at times mutually agreed upon, to discuss building concerns. Every attempt shall be made to discuss and resolve said items of discussion at these meetings. Either party may make and maintain notes of the meetings, provided however that any notes or minutes purporting to be or distributed as official minutes of such meetings must be approved by both parties prior to distribution. Principals and building representatives in each building shall meet monthly or at times mutually agreed upon to discuss building concerns brought forward by building representatives.

Section 3 Board Agendas

Agendas and supporting documentation for scheduled meetings will be available on the district's website at least two days prior to the official meeting. The Association president will be notified via email when the agenda is posted. Addenda to the agenda shall be made available to an officer of the Association at the location of the Board meeting at least one-half (1/2) hour before the Board meeting begins if the addenda are then completed.

Section 4 Complaint Procedures

Any complaint written or oral, from any parent, student or other person regarding a teacher shall be brought to the written attention of the teacher involved within five (5) working days of its receipt. Notification of a complaint and preliminary inquiry does not constitute teacher discipline. However, if the complaint may lead to discipline, email notification is not permitted.

The teacher will be given an opportunity to respond to and/or resolve the complaint. After the opportunity has been afforded to resolve the complaint, the disposition of the complaint will be determined by the administrator. If the disposition is that the complaint is valid, a meeting will be held with the teacher, his/her representative, and the administrator.

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A teacher has the right to attach a rebuttal to a letter of reprimand or letter of complaint which is placed in the teacher's Employment Record File.

Section 5 Recordings

Recordings of conversations, conferences, and meetings shall be done only upon the consent of all persons involved. Personnel grievance hearings, student suspension or expulsion hearings, or any other meeting where the law mandates that a verbatim record be kept, shall not require consent of the persons involved. Each party may provide its own recording equipment. Any recording made by the Board or its representatives and maintained by it shall be available at all reasonable times for inspection. Upon request, a copy of it shall be made available at all reasonable times for inspection. Upon request, a copy of it shall be made available within a reasonable period of time at the cost of the person making the request. The administration will inform the teacher of these rights at the time of the proposed recording.

Section 6 Financial Statement to Association

The treasurer shall send two (2) copies of the monthly financial statement to the Association president.

ARTICLE 5 - Personnel Provisions

Section 1 Posting of Certificated Vacancies

Certificated personnel employed by the Washington Local Board of Education will be notified as to vacancies, teaching and extracurricular, which occur within the district by the posting of such vacancies in each building pursuant to Article 5, Section 11, Transfer and Reassignment. The building principal shall determine a designated place for the placement of the vacancies listings.

A copy of the posting will be sent to a designated Association representative in each building, who must notify the personnel office within twenty-four (24) hours if the notice was not posted, or the posting shall be deemed complete.

The original vacant position will be posted for five (5) days before the vacant position is filled. Transfer requests will be considered before an outside candidate is employed. Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of that school year. In-season extracurricular vacancies may be filled during the five-day posting period in order to provide for continuity of program. EDI positions will not be posted as vacant unless a resignation occurs or it is determined that the person will not be reemployed as per Article 5 Section 8 of the Master Agreement. Employees within a building shall be notified of Extra Duty vacancies within their building (i.e., head teacher, student council, department chair). ALL employees shall be notified of extra duty vacancies open district wide (i.e., coaching, summer school teacher, KIA chairperson).

During the summer months when regular school is not in session, teachers may request, in writing, to receive a notification of designated vacancies. Vacancies will also be posted on a designated bulletin board in central office. Teachers may call the **human resources** office to receive an update on vacant positions.

During the summer, every attempt will be made to contact employees who have transfer requests on file; employees must leave telephone numbers where they can be reached. New vacancies will be available on the job hotline.

Section 2 Personnel Records - Employment Record File

The Board shall create and maintain a personal information file for each bargaining unit member. This file shall be known as the Employment Record File.

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Any bargaining unit member for whom an Employment Record File is maintained shall, upon request, be permitted to examine his/her Employment Record File, with the exception of those documents or other communications regarding the initial employment of the bargaining unit member by the Washington Local Schools.

The bargaining unit member shall be made aware of the deposit of any item in his/her Employment Record File by the person making such deposit. Evidence of the knowledge of items contained in the Employment Record File of a bargaining unit member shall be determined by the bargaining unit member's signature on the item, or by a statement in the item that it is to become part of the Employment Record File. This written documentation or notification cannot be through email. No anonymous information shall be included in a bargaining unit member's Employment Record File.

It is mandatory that the following items be deposited in the Employment Record File of each bargaining unit member:

The original copy of all evaluations and rebuttals thereto

- A. Copies of all certificates held
- B. Official transcripts of undergraduate and graduate work completed
- C. Copies of requests for transfer, leaves of absence, maternity leaves, military leaves, and all replies to such requests from administrators
- D. Copies of letters of reprimand, letters of commendation, or letters of appreciation
- E. Copies of current contracts
- F. The application for employment
- G. Other items may be included in the Employment Record File by complying with the above paragraph

In the event that a bargaining unit member does not wish an item to be deposited in his/her Employment Record File, an appeal, in writing, shall be made to the superintendent/designee. The superintendent/designee shall have final authority in the decision. The bargaining unit member shall have the right to rebut any item deposited in the Employment Record File against his/her wishes.

All documents of any nature pertaining to a bargaining unit member's performance shall be removed from the Employment Record File after a period of five [5] years, contingent upon a written request from the bargaining unit member, subject to restrictions in any applicable state or federal law. Individual documents may be removed subject to the approval of the director of human resources.

If any bargaining unit member disputes the accuracy, relevancy, timeliness, or completeness of information deposited in his/her Employment Record File, Levels I and II of the grievance procedure may be implemented concerning such information. The factual accuracy of an item may be challenged through Level III of the grievance procedure. This does not include matters of judgment nor include the teacher evaluation or Jeopardy Sheet.

Section 3 Physical Examinations

The Board shall provide reasonable accommodation of member disabilities in accordance with law. A member with disability who wants accommodation shall, via signed document, inform the Director of Human Resources of the request and shall provide any pertinent medical information needed to make decisions regarding appropriate accommodations. The Board may require a physician's certification of the need for accommodation and/or the employee's ability to perform job duties. In accordance with law, the Board may also require that the member undergo a medical examination by a physician of the Board's choice, at Board expense, in connection with a request for accommodation.

Section 4 Job Descriptions

A committee, with equal representation of the Association president and the superintendent, will be formed to develop or to revise job descriptions for those positions within the bargaining unit. Such job descriptions for new positions will be developed prior to the time the position is filled.

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The Board reserves the right to adopt and/or revise any job description thirty [30] days after submission to the committee, provided that the Association may request to bargain the effects of such Board action pursuant to Article 2 Section 4 of this agreement.

Section 5 Previous experience in Washington Local Schools

Previous satisfactory experience in Washington Local Schools will receive high priority in employing teachers.

Section 6 Teacher Tenure/Continuing Contract

Teachers who believe they meet the requirements for tenure must submit the following to the Human Resources office by April 30th of the year of eligibility. It is the policy of the Washington Local Board of Education that no change of contract be permitted for the purpose of securing tenure after June 1 of the previous school year.

(1) Written notice of eligibility for continuing contract, (2) official transcripts verifying completion of the required semester hours or master's degree, (3) verification of the required licensure to obtain tenure, and (4) if applicable, verification from a previous Ohio school district in which tenure was obtained.

Teachers become eligible for a continuing contract by fulfilling one of the following requirements as follows in A, B, or C, subject to limitations of item D.

A. Teachers issued the initial Ohio educator certificate or license prior to January 1, 2011, shall meet the requirements of one of the following:

1. Holding an eight-year professional, a permanent, or life teaching certificate and completed three years of successful teaching in Washington Local Schools, subject to item E.
2. Holding a professional educator license, a senior professional educator license or a lead professional educator license and completing three years of successful teaching in Washington Local Schools, plus either of the following:
 - a. If no master's degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the license as specified by rules of the state board of education.
 - b. If a master's degree was held at the time of initially receiving a license, six (6) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the license as specified by rules of the state board of education.

B. Teachers issued an initial Ohio teaching license on or after January 1, 2011, shall meet the following requirements:

1. Held an educator license for at least seven (7) years.
2. Completed three years of successful teaching in Washington Local Schools.
3. Completed the applicable one of the following:
 - a. If no master's degree was held at the time of initially receiving a license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the license as specified by rules of the state board of education.
 - b. If a master's degree was held at the time of initially receiving a license, six (6) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the license as specified by rules of the state board of education.

C. For any teacher who previously attained tenure in another Ohio system prior to employment in the Washington Local Schools, the requirement is completion of two years of successful teaching in Washington Local Schools.

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D. Tutors shall not become eligible for a continuing contract while serving in such capacity. However, when a tutor is subsequently hired under a regular teacher limited contract, teachers may apply one or more years of service in the tutor capacity toward the service requirement for a continuing contract, providing that at least two years of service toward the continuing contract shall be served in the contracted teacher position. All qualifying course work completed during tutor service shall be recognized for continuing contract eligibility purposes. The provisions of this paragraph supersede and replace any conflicting provisions of Sections 3319.08 and/or 3319.11 of the Ohio Revised Code.

Section 7 Reduction/Restoration of Certificated Staff

In compliance with the requirements of HB 153, all teachers will be considered “comparable” in their evaluations through June 30, 2016 for purposes of Reduction in Force only. This will allow time to fully implement the new evaluation system and to collect appropriate student growth data.

A. Procedures for Reduction in Force

When the Board determines that staff reductions shall occur, the following procedures shall apply:

1. All regularly contracted teachers in the Washington Local School District shall be placed on seniority lists in their areas of teaching **licensure**.
2. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign, or whose limited contracts are not renewed on the basis of performance.
3. The director of human resources will meet with teachers who are being considered for placement on a reduction in force list to explain to them the ramifications of this action. The explanation will include the affect on remaining pay, fringe benefits, and reemployment procedures, etc.
4. Seniority shall be determined by the length of continuous service in the Washington Local School District. Among those with the same length of continuous service, seniority shall be determined by:
 - a) the date of the Board meeting at which the teacher was hired, and then by
 - b) the date on which the teacher submitted job application
 - c) the earliest date/time the original contract was received in the Human Resources office.

Length of continuous service will not be interrupted or affected by authorized leaves of absence.

5. The Board agrees that when a teacher is eligible for tenure, the tenure decision will be made prior to a reduction in force decision.

B. Suspension of Limited Contracts

Reduction not achieved through attrition will be made by suspending limited contracts of employment prior to suspension of continuing contracts, subject to appropriate **licensure**.

1. Before implementing a reduction in force by the suspension of limited contracts, the Board shall give written notice to the Association, through its president, of its intent to effect a reduction in force through the suspension of limited contracts. Within ten [10] days of receiving said notice, the Association shall be given the opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing its views on the proposed reduction in force.
2. Except as otherwise required to comply with state and federal laws relating to employment decisions, limited contract teachers will be selected for retention or suspension on the basis of

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seniority and **licensure**. Teachers selected for suspension shall be placed on a reduction in force list, compiled from the seniority list described above, provided, however, limited contract teachers whose contracts are not renewed for performance reasons shall not be placed on the reduction in force list.

C. Suspension of Continuing Contracts

Suspension of contracts for tenured teachers shall be pursuant to Section 3319.17 O.R.C.

D. Recall Procedures

1. A teacher who is placed on the reduction in force list shall be so notified in writing by administration. These teachers shall also be informed in writing of the expiration dates of all their fringe benefits at least thirty [30] days prior to those dates. A teacher shall be offered reemployment when a position becomes available for which he/she is certified.
2. Teachers on the reduction in force list shall be offered reemployment to positions for which they are certified in order of seniority subject to statutory requirements giving preference to teachers with continuing contracts placed on the reduction in force list. No new teachers shall be employed while there are teachers on the reduction in force list who are certified for that position.

The Board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last-known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last-known address of the teacher, said teacher shall be considered to have rejected said offer and shall be removed from the reduction in force list.

In the event a teacher is removed from the reduction in force list, said teacher must make application for reemployment in accordance with established procedures if he/she desires to be considered for employment by the Washington Local School District.

3. A teacher on the reduction in force list shall continue to accumulate seniority but shall, upon accepting an offer of reemployment, return to the system with the same accumulation of sick leave days, salary schedule placement and status as the teacher would have received in the year following receipt of the notice of suspension of contract regardless of interim circumstances (e.g.: a teacher whose limited contract was suspended after three (3) or more years of employment with the District and who obtains **licensure** otherwise qualifying for continuing contract status while on the reduction in force list would nonetheless return as a limited contract teacher and would not be eligible for a continuing contract until having served one (1) additional full school year as such limited contract teacher).
4. If a teacher on the reduction in force list accepts employment for a full school year with another school district, the teacher shall so notify the director of human resources immediately. Teachers on the reduction in force list shall remain on the reduction in force list for a period of twenty-eight (28) months following effective date of suspension of contract.

E. Availability of Seniority and Reduction in Force Lists

Both the seniority lists and the reduction in force list as described above shall be made available to the Association president, the director of human resources, and each building principal.

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F. Fringe Benefits (Life insurance, hospitalization, vision and dental insurance)

For teachers on the reduction in force lists, fringe benefits, consisting of life insurance, hospitalization, and vision and dental insurance, shall be paid by the Board through August 31. Effective September 1, such teachers may maintain these benefits by paying their own premiums for the duration of their recall rights.

Section 8 Reemployment Under Supplemental Contracts

Supplemental contracts are for a one-year period and are for responsibilities beyond a basic teaching contract. Supplemental contracts may be nonrenewed, provided that the superintendent/designee informs the holder of a supplemental contract in writing on or before June 15th of his intention to recommend nonrenewal of such supplemental contract. The holder of this supplemental contract shall be given an opportunity to meet with the superintendent/designee prior to Board action.

This provision does not apply to the positions of dean, counselor, special education teacher, and elementary reading improvement teacher (K-6).

Section 9 Reemployment of Teachers Employed Under Limited Contract

Prior to recommending the nonrenewal of a teacher on a limited contract, administrators involved shall properly utilize the teacher evaluation instrument, including specific notification of deficiencies of a teacher's effectiveness in the classroom with recommendations for improvement, and the administrators shall work with the teacher to correct the deficiencies.

The superintendent will make a recommendation for renewal or nonrenewal of a teacher to the Board of Education on the basis of deficiencies identified in the teacher evaluation instrument and/or matters embraced in Section 3319.16, Ohio Revised Code.

The reemployment or nonrenewal of teachers employed under limited contracts shall be governed solely by the procedure established therefore in Section 3319.11, Ohio Revised Code, as now in effect or as hereafter amended or any successor statute governing that subject, except that after three [3] years of employment with the Washington Local Schools, a teacher will be provided reasons for nonrenewal.

The positions of dean, counselor, special education teacher, and elementary reading improvement teacher (K-6) are subject to the foregoing provisions.

Section 10 Contracts - Certificated Personnel

A limited contract shall be entered into by the Board of Education with each teacher employed by the Board who holds a resident educator, provisional or temporary license.

A teacher employed under a limited contract is automatically reemployed unless he/she receives written notice on or before June 1 that he/she is not to be reemployed.

Notwithstanding the above provisions of this Section, tutors shall receive contracts of one year or less in duration only, which shall expire automatically at the end of the stated contract term. No further action or notice from the Board shall be required and the Board will not be subject to the Ohio Revised Code evaluation and/or notification timelines for nonrenewal. The provisions of this paragraph supersede and replace any conflicting provisions of this Agreement or Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.112, and/or 3319.12 of the Ohio Revised Code.

A teacher wishing to resign/retire shall notify the director of human resources of such intent in writing as soon as possible.

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No teacher may terminate his contract after July 10 preceding the contract year without the consent of the Board of Education. The penalty for an unauthorized resignation is a one-year suspension of certificate if the Board of Education files a complaint with the State Superintendent for Public Instruction.

Section 11 Transfer

A. Definitions

Vacancy—A newly created certificated staff position or an open position for purpose of transfer.

Seniority—District wide within **licensure** area - always based on date of hire in the district - if tie, then date application form is received.

Transfer—Building to building or department to department if there is a change in the primary assignment.

Assignment—Teaching position to include only grade level K-6 within a building or subject area within a department.

A reassignment is a change in grade level within a K-6 building; a change in teaching assignments between departments if a person is already in those departments; or a building change within a K-12, 7-8 or 7-12 department if the primary assignment is changed. Reassignments will not be posted district-wide.

Primary Assignment—Majority of teaching assignment in one building or a department. If the assignment is equal, then it goes back to the preceding year. If the primary assignment cannot be determined by the above, the teacher is deemed to have primary assignments in both buildings or departments.

Whitmer/CTC/Annex—One building.

Postings

Posting for purposes of transfer will be done from April until the end of the first teacher work day.

After a job is posted the administration may either interview and fill the position or decide not to fill and so notify the applicants.

Highly Qualified – It is understood that teachers must meet the “highly qualified” standard for all positions.

Departments –

K-12

- Reading
- Art
- Music
- PE
- Special education
- Guidance
- Nurse

7-8

- Language arts / Reading
- Social Studies
- Science

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7-12

- Industrial tech
- Math (math 7-8 / a 4-9 license acceptable)
- Foreign language
- Librarian (7-12 certificate/license required)
- Career tech programs (per Education and Training Technical Content Standards)
- Business/Computer

9-12

- Language arts
- Science
- Social Studies

The following areas are subject *only to interview* process for entry into the following departments. Transfer provisions **into the following** are not applicable.

- Alternative school program/s
- Psychologist
- Social worker
- Dean
- Counselor
- Literacy Coaches
- Math Coaches

- B. Positions filled after the first day of the school year shall be temporary for the rest of that school year and will be posted and/or available for reassignment/transfer for the following year.
- C. An employee initiated transfer/reassignment may take place so long as it does not result in loss of employment by a current employee.
- D. Reassignment - Done in the spring/summer of the year for the next school year.

Procedure for Reassignment -

1. Prior to the end of the school year, staff will be informed by principal or designee of proposed changes and currently available positions in the building/department for the next school year.
2. Interested staff members will have one week to provide written input to the principal. Steps one and two will occur only one time each year. Written input may be used for reassignment considerations at the K-6 level prior to the end of the first teacher work day, even if a teacher has transferred to another department or building.
3. Assignments and reassignments are administrative responsibilities on an annual basis. Challenges will be resolved on the basis of seniority unless the administration chooses to deny a reassignment on the basis of one or more of the following reasons: number of years the staff member has taught the subject, number of hours taken in the subject, or lack of recent training in the subject.
4. Should it be necessary to reduce sections/classes due to decline in enrollment/registration or financial restrictions, subject to **licensure** restrictions, the least senior (as defined in Section 11A) in the department will be reassigned or have to transfer unless a more senior employee volunteers. In the event the above conditions apply to an elementary building, the least senior in the building will be reassigned or have to transfer unless a more senior employee volunteers.
5. No vacancy will exist for purposes of transfer until all reassignments have taken place.

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- E. Transfer—Transfers for the following year will take place from April until the end of the first teacher work day. Any vacancy after that will be filled temporarily and posted the following year. (Pursuant to Sec. C.)
1. The procedure for a teacher to initiate a transfer will be a written request to the director of human resources. All transfer requests will be void at the end of the first teacher work day. Requests may be made at any time.
 2. The teacher will receive a copy of the transfer request to verify receipt of said transfer request in the office of human resources.
 3. Vacancies that occur during the school year will be filled on a temporary basis (substitute teacher or contracted teacher) and will be posted as vacant at the end of that school year, if it is determined that the position still exists.
 4. Letters requesting transfers will be considered before any vacancy is filled by a new employee.
 5. Staff members will have one week to apply for an existing vacancy after the date of posting.
 6. Teachers who have transfer requests on file may be interviewed for the posted position.
 7. Teachers who are transferred will be notified of the decision in writing for the next school year.
 8. The position will be filled on the basis of seniority unless the administration chooses to deny a transfer on the basis of one or more of the following reasons: number of years the staff member has taught the subject, number of hours taken in the subject, or lack of recent training in the subject.
 9. Should the principal find it necessary, due to loss of sections/classes, to transfer the least senior teacher, a conference will be held with the teacher and the teacher will be given reasons for the transfer. The teacher may have a representative at the conference.
 10. In the event that a poor teaching situation arises because of a personality conflict or other pressure within a building, a teacher may be asked to transfer to another teaching assignment after conferences between the teacher, the immediate superior, the principal and an association representative have been held. The building principal will recommend to the superintendent/designee a transfer if all efforts to resolve the situation and/or seek an employee initiated transfer have failed. If the superintendent/designee initiates a transfer, it will take precedence over seniority.
- F. Transfer Day—The parties may, upon mutual agreement, waive certain of the foregoing procedures in order to permit transfers, postings, bidding on vacancies, and filling of vacancies to take place at a meeting of all affected and interested parties on a single day.

Transfer requests for positions K-8 will be null and void after the transfer day meeting. A teacher who continues to want a transfer on file for a position K-8 must submit a new request to the director of human resources.

Section 12 Job Sharing

Upon request by two (2) or more members of the bargaining unit, consideration may be given to dividing a bargaining-unit position between those requesting it. The administration shall determine implementation and discontinuation of job-sharing positions.

Section 13 State Teacher Licensure

It is the professional responsibility of the teaching staff to keep current on their licensure as defined by the state and the LPDC. If a staff member's licensure lapses, that staff member may be deemed unemployable by the district. Those positions may then be filled by a certificated person as defined by law.

ARTICLE 6 - Association

Section 1 Inter-School Delivery Service

The Association will use the district pony service and teacher pony boxes and district email/intranet service for communication to teachers.

Section 2 Inter-School Phones

Members of the Association may use inter-school telephones for Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 3 Use of Building Equipment

The Association shall have the right to use school building equipment, including computer, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 4 Association Business During School Day

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt the normal teacher work day, provided further that the restriction of the foregoing proviso shall not apply to representation of bargaining unit members in proceedings in which a right to representation is provided by law or pursuant to this agreement.

Section 5 Use of Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m. A building permit shall be secured for said use.

Section 6 Association Bulletin Board

One bulletin board shall be provided by the Association solely for Association use in each faculty lounge in each building.

Section 7 Association Identification

No teacher shall be prevented from displaying insignia, pins, clothing, or other identification of membership in the Association on his person or their mail box.

Section 8 Recruitment and Selection of New Bargaining Unit Members

Every effort will be made to include TAWLS members in the recruitment, interviewing, and selection process for bargaining unit members.

Section 9 New Teachers

The office of human resources shall send to the Association a list of names, addresses, and building assignment of new teachers prior to their orientation.

The Association shall have the right to invite new teachers to a meeting during the orientation time to explain the services of the Association.

Section 10 Association Representative

A teacher may request the presence of the building representative or officer of the Association at a conference or meeting. When such a request is made, the conference will not be held until the Association president or designee is in attendance.

Exceptions to the above shall be:

- A. Evaluation conferences where only the evaluator and the teacher are present
- B. Conferences in which only a child, parents or guardians, an administrator, and the teacher are present

Conferences excepted under paragraphs A and B above are not intended to be disciplinary in nature. If disciplinary action is proposed to be taken as a result of matters discussed therein, the teacher may request and receive Association representation at a subsequent conference preceding the imposition of discipline and, if requested by the teacher not later than one [1] day following the initial conference, that conference shall be held not later than three [3] days following the initial conference. The content of evaluation documents and oral criticism not reduced to writing and placed in the teacher's personnel file in the form of a written warning shall not be considered disciplinary action within the meaning of this section. In the event that a Jeopardy Sheet is used in, or results from, an evaluation conference, a subsequent conference will be held upon request as provided above to discuss the content of the Jeopardy Sheet at which time Association representation may be present.

Conferences required by an administrator which remove a teacher from his/her duties involving sole supervision of students shall not occur unless arrangements are made by the administrator to supervise the students involved.

Section 11 Association Leave

Each Association delegate and alternate to the Ohio Education Association (OEA) will be granted one [1] day of leave if needed, with pay, each school year. The number of delegates and alternates shall be determined by a ratio of one per every seventy-five (75) TAWLS' members.

The Board, through the superintendent/designee, may authorize Association members leave, with pay, for such matters that will advance the welfare of Washington Local Schools.

Section 12 Association Facilities

The building principal will determine space in as private an area as possible for the Association president in his/her building. The Board will continue the practice of making a telephone extension (with no other phones on the same extension) available for the use of the Association president. A phone with caller identification will be provided in both the President's classroom and TAWLS space.

Section 13 Items of Board Agenda

The Association may request that an item be placed on the agenda for a regular Board meeting. The Association president will submit a request for agenda items to the superintendent at least one week before the meeting.

Section 14 Addressing Board During Board Meetings

The Association will be given the opportunity to address any item on the agenda for a regular Board meeting during the item of Delegations and Communications.

Section 15 Release Time

The president of TAWLS will be given a minimum of 450 minutes of release time per week during the school year as jointly determined by administrator and TAWLS president.

ARTICLE 7 - Working Conditions

Section 1 Safe Working Conditions

Every effort shall be made to provide teachers with safe working conditions. Should an unsafe working condition develop, the teacher should report said condition to the building principal for prompt investigation.

Administrators and staff from each school will develop and implement a security/safety plan, which will be distributed and discussed at a staff meeting each year.

If the principal is absent for the whole day, a substitute will be provided either for the head teacher or principal.

Section 2 Teacher Facilities

The Board will provide:

- A. A work room with good lighting, seating and work space, duplicating equipment, and a computer with access to printing will be available for staff use within the building when not in use for instructional purposes.
- B. Lunch area in a separate room designated for faculty use in each school.
- C. A desk and chair for each teacher. A desk and chair for each student as soon as reasonably available.
- D. Space will be provided where a teacher may store instructional materials, supplies, equipment, and coats.
- E. Separate rest rooms for men and women will be designated in each building.
- F. Parking space at the school site as per past practice.
- G. Telephones to which staff has access in each building for purposes of confidential consultation with parents, staff, and other appropriate persons concerning school program matters.

A drawer, cupboard, filing cabinet or compartment capable of being locked to secure both personal belongings and sensitive board materials. Teachers will also be provided with a key to their classroom(s) upon request to the building principal. Replacement key(s) will be at teacher's expense.

Teachers will be permitted to have coffee makers/vendors, refrigerators, microwave ovens, and soft drink machines in areas designated for teacher use.

Section 3 Planning and Conference Time

Planning and conference time shall be provided to all teachers. This time shall be used to facilitate preparation of lessons and instructional materials. Conferences and communications essential to implementation of the instructional program shall be held during this time with students, parents, and school personnel. All planning time must be in blocks of no less than fifteen (15) minutes.

It is agreed that a committee will be formed with equal representation between TAWLS and administration for the purpose of studying the current issues facing teachers regarding the use of planning/conference time. TAWLS members will be selected by the Association president. Upon request, either side has the authority to call a meeting.

Team Work Time

In the event that teachers are scheduled as teams, the specifics for the operations of the teams shall be discussed and mutually agreed upon with equal representation from the administration and TAWLS.

TAWLS agrees to drop all arbitrations and grievances related to teaming in the 2006-07 school year.

High School Block Planning

High School block planning will consist of planning and collaboration. Twice each month, one block **may** be used for inservice.

Alternative School Planning and Teacher Day

For alternative school proposals, planning/conference time and lunch shall be incorporated into student contact time. The teacher school day shall not exceed 7 hours and 15 minutes. Teachers shall be paid at the hourly contractual rate for Saturday make-up sessions.

Section 4 Scheduling of Assembly Programs

Principals will make every effort to schedule assembly programs so that they do not occur on the same day of the week and during the same block of time. This will minimize the possibility of any one teacher being deprived of planning time.

Section 5 Supply Requisitions

All requisitions and/or requests for supplies must be made through the appropriate administrator and shall follow the procedure as outlined by the administration. Three [3] weeks after receipt of the requisition or request, the appropriate administrator shall respond to request for information concerning the status thereof from the person initiating the requisition or request.

Section 6 Supplies/Materials

Supplies and/or materials determined necessary by the superintendent to implement Board adopted curriculum shall be provided by the Board.

Section 7 Class/Subject/Room Assignment

Prior to April 1 all teachers will have an opportunity to provide input in writing to the building principal or department chairperson regarding their class/subject/room assignment and/or schedule for the following year.

Notification of tentative grade level/subject assignment and class course assignments will be given to each teacher by June 15 of each school year.

Section 8 Academic Freedom

The parties recognize and acknowledge the importance of academic freedom to all employees covered by this agreement circumscribed, however, by state and local policies, curriculum, instructional content, and methodology.

Teachers shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Teachers will not be required to change student grades. No student grades will be changed by principals without consulting with the teacher.

Promotion, retention, or placement of students will not require changing teacher grades.

Section 9 Department Chair/Facilitator Evaluations

Department chairpersons and facilitators will be evaluated by the administration annually with members of the department having the opportunity for input. Principals will accept applications for department chair and facilitators positions from interested members of the department by March 1st of each year. This provision does not apply to elementary department chairpersons or head teachers.

Section 10 Evaluation of Bargaining Unit Members

A joint evaluation committee shall be established with equal number of members appointed by the association president and superintendent/designee. The evaluation committee will meet annually to identify and allocate percentages for student growth measures and approve the student growth measure (SLO) committees.

If HB 153's revisions of the Ohio Revised Code section 3319.17 are repealed, the evaluation system procedure set forth in the 2010-2013 Master Agreement shall apply, to the extent permitted by law.

A. Teachers

It is the intent of the Washington Local Board of Education to provide an ongoing teacher evaluation program to facilitate improvement of instruction. Criteria for teacher performance contained in the evaluation instrument shall be used as a basis for the evaluation of teaching performance.

Items considered unsatisfactory/ineffective must have an explanatory statement indicating the specific deficiency with suggestions for improvement. Items considered not applicable must have a statement of explanation. The evaluator is encouraged to comment on areas of strength demonstrated by the teacher. At the request of either the administrator or teacher, a pre-observation conference will be held. Anonymous information will not be part of the evaluation process.

An evaluation shall have at least two (2) formal observations of at least 30 minutes each. A conference will follow the formal classroom observation. A copy (rough or final) of the evaluation will be given to the teacher at least one [1] day in advance of the conference. However, if a mutually agreed upon time is reached between the evaluator and the teacher, a conference may be held earlier. Teachers may file a written response and/or rebuttal to the evaluation which shall become part of the evaluation instrument.

The original copy of the evaluation instrument shall be filed in the employee's Employment Record File located in the office of human resources. Copies shall also be given to the teacher and principal.

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B. Nonteaching Bargaining Unit Members

The philosophy of each bargaining unit member shall be consistent with the philosophy established by the Board.

By the first week of October, the supervisor shall require that each employee to be evaluated submit a list of goals and objectives for the program to be administered. Goals and objectives shall be drafted in cooperation with the supervisor.

A conference shall be held for the purpose of measuring the bargaining unit member's progress toward attainment of the goals and effective performance of duties as included in the job description. A copy of the goals and objectives will be attached to the evaluation document and placed in the bargaining unit member's Employment Record File. A subjective statement by the supervisor shall be given to the bargaining unit member concerning the evaluation. The bargaining unit member shall sign the evaluation document and a copy shall be placed in his/her Employment Record File. The bargaining unit member may write an addendum which is to be attached to the evaluation document.

Deficiencies should be identified and corrective measures suggested by the supervisor. Additional evaluations may be made.

The original copy of the evaluation instrument shall be filed in the bargaining unit member's Employment Record File located in the office of human resources. Copies shall also be given to the bargaining unit member, supervisor, and/or principal.

C. Evaluation Schedule of Bargaining Unit Members (Teaching and Nonteaching)

All first year bargaining unit members will be evaluated at least one (1) time during the first semester with a written report issued by February 1.

All other teachers shall be evaluated at least once (1) during the academic year.

Teachers rated accomplished on the most recent evaluation only need to be evaluated every two (2) years. The evaluation will consist of two (2) formal observations or, (if mutually agreed upon by the teacher and administrator), the evaluation may consist of one (1) formal observation and a project conducted by the teacher.

Any teacher in jeopardy of nonrenewal will be given an evaluation by February 1 and a final evaluation by May 1. This final evaluation includes the previous observations and at least one additional formal observation, for a minimum of three formal observations during the school year.

Additional evaluations may be conducted when deemed necessary by administration. Teachers may request additional evaluations.

Evaluation process shall be completed by the employee's supervising administrator, or other mutually agreed upon administrator, by May 1 with written report by May 10.

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D. Jeopardy Sheet

Should it be necessary to use a Jeopardy Sheet, the following procedures will be followed:

1. The Jeopardy Sheet is to be issued as soon as such deficiencies are apparent and re-employment is questioned.
2. Copies will be forwarded to the bargaining unit member, the office of human resource, and the association president.
3. Only building principals will use the Jeopardy Sheet.

The Jeopardy Sheet currently in use will be retained unless changed by mutual agreement of both parties. A copy of the Jeopardy Sheet is attached as Appendix A.

Section 11 Complimentary Passes to Athletic Events and Other School Functions

Upon presentation of a Washington Local Schools ID card, teachers will be accorded free general admission to athletic events and other student-participatory events for which admission fees are normally charged to the general public.

Section 12 Charitable Contributions

Charitable contributions made by teachers shall be left to the individual's discretion, and no regulations as to specific donations shall be made by the administration of this district.

Section 13 Leaving Building During Work Day

Teachers shall obtain permission to leave, or be absent from their positions during their regularly scheduled workday, from their building principals and/or designated representatives. Personnel not assigned to a given school building shall obtain permission from their immediate supervisors.

Teachers leaving the building during the lunch hour shall advise their immediate supervisors.

Section 14 Travel Between Buildings

Persons required to travel between buildings will be allowed sufficient time to travel safely between the two buildings. This time shall not infringe upon duty free lunch time.

Travel time for art, vocal music and physical education specialists who move between elementary buildings and between an elementary building and the 7-12 campus will be a minimum of twenty (20) minutes.

Section 15 Student Discipline

Board Policy 5500 related to student discipline will be distributed and discussed at a staff meeting each year. Each school will have a written plan in place outlining how student discipline will be handled. The plan will include procedures to be followed when there are discipline problems and the principal is out of the building.

Section 16 Administering Prescription Medicine to Students

Individuals administering prescription medication to students will be Board approved and provided training which will include State law, Board policy, liability, procedures and appropriate documentation.

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Bargaining unit members will not be required to administer medication. Exceptions would be school nurses and individuals holding extra duty positions which include assisting with the administration of prescription medication.

Section 17 Art, Music, and PE Specialists - Building Assignment

Only the request for a continuation of the primary building assignment for art, music and physical education will be honored. Secondary building assignments will be honored only to the extent that schedules allow.

Art, vocal music and physical education specialists will have no more than three (3) different building assignments. Every effort will be made to have specialists in buildings in close proximity to each other. Whenever possible, specialists will not be shared between the elementary level and 7-12.

Section 18 Progressive Discipline

Employees may be disciplined or terminated for just cause only. An employee has the right to union representation throughout the disciplinary process. Disciplinary action taken by the employer under this provision may be contested under the grievance procedure. Progressive discipline shall be followed as appropriate. Normal progressive discipline is a verbal and written warning followed by a suspension of appropriate length, followed by termination. This is not appropriate in every case and the circumstances of each offense must be taken into account. For example, some offenses warrant immediate termination; in other cases, several warnings; or more than one suspension may be appropriate.

ARTICLE 8 - Instructional Programs

Section 1 Instructional Program

Every effort will be made to maintain a quality instructional program consistent with available financial resources.

Section 2 Class Size

Every effort shall be made to maintain class size at an appropriate level to facilitate individualization of instruction. Consideration will be given to:

- balancing class sizes
- transferring students
- hiring additional staff
- assigning additional staff support

Due consideration will be given to adding an aide in the academic elementary classroom when the number of students in a K-3 class reaches 28, 4-6 class reaches 30 and if an academic secondary teacher's class load exceeds 150.

Elementary classroom aides assigned to support teachers with larger class assignments or to a specific special needs student must accompany these classes or student during art, vocal music, and physical education. If classroom aide support is available within a building, that aide could be assigned to an art, vocal music, or physical education class if the number of students in that special area class exceeds 30.

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Upon request, the Association shall be given a list of the number of students assigned to each class.

Every effort will be made to balance the number of special education students assigned to art, vocal music, and physical education classes at a given elementary grade level.

Section 3 Parent Teacher Conference Days

The number of parent/teacher conference days varies by grade level. Kindergarten and grades 1-6 will have a minimum of three (3) days, and the junior high and senior high/CTC a minimum of one (1) day per term. The hours of conferences will be determined by a two-thirds (2/3) majority vote of the teachers in the building.

Section 4 Grade Cards/Sheets

Teachers, K-6, will be given five [5] working days and teachers 7-12 will be given three [3] working days, excluding holidays, after the end of the first three quarters to complete their grade cards/sheets.

Section 5 Summer School

Terms and conditions of employment for summer school, including posting of positions, shall be at the Board's discretion and shall be posted via district email.

Section 6 Specialist Class Time - Elementary

Total specialist time shall not be reduced in any building below present levels, except in buildings with multi-purpose rooms where physical education class length may be reduced to fifty (50) minutes.

Alternate day kindergarten shall have a minimum of 50 minutes per week per class of specialist time. All-day/Every Day shall have a minimum of 100 minutes per week of specialist time.

Art specialists whose primary assignment is at the elementary level will have one (1) assignable period per week as display time. If mutually agreed upon by the art specialist and Director of Curriculum, an additional class may be assigned during the display time at the hourly rate.

Section 7 School Calendar

The school calendar shall be 186 days with students in attendance for instruction for 181 days.

A committee will be formed with equal representation from TAWLS, OAPSE, and the administration to develop three choices of calendars for the next three school years. These choices will be voted upon by faculty, with the top two having a run off election. It is understood that the recommendation is subject to Board approval.

ARTICLE 9 - Training and Staff Development

Section 1 Building Collaboration

A building collaboration plan will be developed by each school's building committee or other group agreed to by building teachers and administrators.

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Each plan must include an explanation of the collaboration plan developed by each school, the specific need for collaboration time for the individual school, the framework of the plan, the expected outcome, the method used to evaluate effectiveness, and a budget.

Funding for collaboration time for each school will be based on a per capita amount per student in each school. This amount will be \$3.00 per student based upon October ADM of the current school year. Twenty-five percent (25%) of the total allocated amount will be reserved for specialist collaboration. Funds for specialist collaboration will originate from a specialist's home building; however, collaboration with administrator approval may take place between specialists at a home building or with teachers within the department (art, music or P.E.) or cross-curricular. This money may be used as stipends to teachers or for substitutes. These funds may not be used for attendance at workshops.

Four late student arrivals (2 hours each) will be provided for professional development/building initiatives.

The building collaboration committees, or other group agreed to by building teachers and administrators, will decide which building initiatives will be undertaken for the four late student arrivals (2 hours each). In the event of a calamity day, the late arrival will be rescheduled.

Section 2 Workshops, Conferences, and Professional Days

Each building will be allocated funds for workshops, conferences, and professional days. Workshop and conference money will be for the sole benefit of members of the association's bargaining unit.

Once workshop and conference funds are exhausted in a building the Assistant Superintendent has the discretion to approve additional professional days for bargaining unit members.

In addition to workshop and conference funds the Board of Education will supply substitutes for teachers to attend these workshops and conferences or for other professional purposes. These days shall be considered professional days.

The district will budget the following for professional workshops and conferences:

<u>2013/2014</u>	<u>2014/2015</u>
\$22,500*	\$22,500*

Twenty percent (20%) of the approved money for workshops and conferences is to be used by bargaining unit members at the sole discretion of the elementary and secondary curriculum directors.

The workshop and conference funds will be managed by a committee formed in each building composed of a building administrator and building bargaining unit members. This committee will determine how the building funds for workshops and conferences will be spent for each academic year.

The formula for allocating workshop and conference funds to each building and these K-12 departments (Art, Music, P.E., Guidance, Nurses) will be:

Yearly budgeted amount (less 20%) divided by total number of bargaining unit members times number of bargaining unit members in each building or department.

This section can be reviewed at the request of administration or TAWLS at the end of each school year.

Budgeted funds in this section that are not spent in the allotted fiscal year will be added to the money available in Article 9, Section 3 – Tuition Benefits for the following fiscal year.

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Section 3 Tuition Benefits

A teacher will be eligible to receive reimbursement each school year to offset the cost of graduate college courses which will enhance his or her career in education. The district tuition reimbursement fund is capped at

<u>2013/2014</u> \$53,000	<u>2014/2015</u> \$55,000
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The tuition will be calculated for completion of course work with a grade of C or better using the following formula:

Tuition reimbursement fund divided by total number of credit hours (quarter hours or equivalent) will equal the tuition reimbursement per credit hour paid to an individual. The benefit paid will not exceed the actual tuition costs, and attendance must be at a state accredited institution.

Teachers will submit paid tuition receipts and grades of the previous academic year by September 15 to the designated TAWLS representative (who will receive \$500 from the district reimbursement fund). The representative will make the necessary calculation for reimbursement. Reimbursement checks will be issued by October 31st from the district reimbursement fund.

Section 4 Inservice / Teacher Work Day

The first day of the school year will be used as a teacher work day without any required in-service/meetings. The following day will be used as a full in-service/meeting day. No mandatory in-service/meetings will be held on the remaining three (3) workdays.

Section 5 Professional Support

Professional support will be provided for bargaining unit members through an Resident Educator Program and a Peer Assistance Collaborative Experience (PACE).

A Governing Board will be established to determine guidelines and procedures for these programs. A fund of \$10,000 per year will be allocated to support the training and professional development of mentors and consulting teachers for the support programs.

A. Governing Board

A Governing Board will be established to determine guidelines, procedures and monitoring for the professional support programs.

Membership

The Governing Board shall consist of the TAWLS president and the superintendent/designee along with six additional members with equal representation from TAWLS and administration.

Term of office

Each Governing Board member shall serve a two-year term with the possibility of renewal or extension up to a maximum of three terms.

Governing Board roles and responsibilities

Determine operational and management procedures for the Entry Year and PACE programs.

Select Mentors and Consulting Teachers based upon defined criteria for each program.

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Monitor and evaluate the effectiveness of Mentors and Consulting Teachers and make recommendations regarding their continuation in the programs.

Further develop, implement and evaluate guidelines for classroom observations, conferences, training and professional development.

Review and act upon participant referrals.

Meetings

The Governing Board shall meet monthly or on an as needed basis and be paid at the hourly rate of \$25.56/hour.

B. Resident Educator Mentor Program

A mentor will be assigned to individuals who are in the first year of employment under a teaching or educational personnel license.

Observations and feedback given by mentoring teachers are non-evaluative and will not become part of any teacher file or teacher evaluation.

C. Peer Assistance and Collaborative Experience (PACE)

Self-referred participants

An experienced teacher beyond the first year of teaching, who is encountering teaching performance problems or seeks to improve his or her teaching skills, may request to be assigned a consulting teacher.

It is expressly understood that the purpose of such participation is to provide peer assistance. The consulting teacher will play no role in the evaluation of the teacher's performance.

Length of voluntary participation in PACE will be determined under adopted guidelines and the Governing Board.

Referred participants

Referred participants are teachers identified through evidence of unsatisfactory/ineffective performance on the evaluation document.

The appropriate administrator/supervisor will complete a PACE referral form. The administrator, participant, and the consulting teacher will jointly develop an intervention plan for the referred participant.

Change of status from self-referred to referred participant

If a self-referred participant becomes a referred participant through an evaluation document, self-referred status ceases.

Confidentiality

Communication between a participant and a consulting teacher is confidential and will not be used by any party in arbitration or any other proceeding involving the teaching performance of the participant.

This does not include the Intervention Plan developed jointly by the administrator, participant and consulting teacher.

D. Instructor / Proficiency Tutor

An advisor will be assigned to individuals who are in the first year of employment as an instructor tutor or proficiency tutor. The advisor shall receive a stipend of \$100.00 for the school year.

Section 6 Peer Shadowing

Peer shadowing will be provided for teachers with administrative approval on a limited basis.

Section 7 National Board Certified Teachers/Master Teacher

The Board will provide two days of professional leave to teachers requesting release time for preparation for National Board Certification/Master Teacher.

Section 8 Special Education

Each special education teacher (K-12) shall be provided ten (10) hours per semester for special education responsibilities and all current grandfathered special education teachers shall have a one-time option

- to freeze their stipends at \$1,940.00 and receive the ten (10) hours per year for special education responsibilities
OR
- to freeze their stipends at \$2,126.00 and only receive the increase in the stipend as tied to the base. These teachers will NOT receive the ten (10) hours per year.

Section 9 Curriculum Initiatives

Teachers will be invited to participate on all district curriculum initiatives.

ARTICLE 10 - Attendance

Section 1 Teachers School Day

All teachers will remain for scheduled obligations and are expected to plan their personal business outside the regular working day.

The working day for elementary will be 8:00 a.m. to 3:15 p.m. and for junior and senior high schools will be 7:30 a.m. to 2:45 p.m. with a flexibility of 25 minutes either way for beginning and ending times, not to exceed a 7-hour, 15-minute day.

Section 2 Grade Level/Departmental Meetings Attendance Regulations

Elementary grade level and secondary departmental meetings are held in the various schools throughout the school year.

It is expected that every teacher will be present at the meetings appropriate to his/her position.

Three hours of K-6 grade level meetings will be held per year. Meeting length may vary. Departmental meetings 7-12 and specialty-area meetings will not occur more than once per month and should be planned to be no longer than one [1] hour in length.

Section 3 Faculty Meetings Attendance Regulations

The first Monday of each month for junior and senior high schools and the first Tuesday of each month for elementary schools have been designated faculty meeting day for each building in this system. This will enable teachers to set aside this day each month throughout the school year. The meeting day in each building may be changed to a different day within the first week of the month by a majority vote of the staff determined at the first staff meeting, with the concurrence of the building principal.

Teachers are expected to attend all such designated staff meetings, and should not plan other engagements for these days. Principals shall prepare an agenda for each teacher which will include items to be covered in the meeting. Such agenda shall be given to all teachers a minimum of three [3] hours before said meetings. These meetings are to be limited to not more than one [1] hour. Teachers are expected to stay for the entire meeting.

Section 4 Attendance on Calamity or Emergency Days

Teachers will not be required to report to work when the schools are closed for the entire day due to extreme weather or undue emergency. On days when school opening is delayed, all personnel will be required to report to work at their regularly scheduled times, or as soon thereafter as safety dictates. In the event of a delayed opening of schools, all children reporting at other than the delayed time shall be admitted to the schools. On a day when one or more buildings are closed due to a non-weather emergency, administration shall issue guidelines for teacher attendance.

An individual on an approved paid leave, sick leave, personal leave, or funeral leave when a calamity/emergency day occurs will not be charged time from his/her eligible leave, and further, will not be docked for that day's pay.

When schools in the district are cancelled after a delayed opening, the principal may permit the staff to remain to work in the building until noon.

Prior to scheduling any required make up days as a result of schools closing for reason of weather conditions, the State Department of Education shall be petitioned for relief. If it becomes necessary to make up a school day(s) (as a result of the number of calamity days used) to meet the state of Ohio required minimum days of instruction, said days shall be worked without additional compensation. Such days shall be scheduled after consultation with the Association.

Section 5 Open House

Certificated staff are expected to attend one open house per year.

Section 6 Kids In Action

Kids In Action will be held every other year in the spring, on even years.

ARTICLE 11 - Leaves and Absences

Section 1 Sick Leave

All full- and part-time bargaining unit members, who work according to the regular school calendar as adopted by the Board, shall earn fifteen (15) days of sick leave annually. Sick leave will be earned at the rate of one and one-fourth (1¼) days per month of completed service. The school year for accrual of sick leave shall commence on the first teacher work day of the school year and shall end on the day preceding the first teacher work day of the following school year. Sick leave shall commence accrual for bargaining unit members commencing employment other than at the commencement of a school year in the first month in which they shall have completed the greater of ten (10) working days or one-half (½) of the scheduled working days for the month. There will not be any limit to the amount of sick days that are accumulated. Accumulated sick leave is printed on the check stub.

Sick leave shall be paid for absences due to the following:

- A. Personal Illness - Employees absent for more than ten [10] consecutive days, due to personal illness, may be asked to provide the Office of Human Resources with a doctor's statement verifying the dates the employee was unable to work and the date the employee is able to return to work.
- B. Personal injury
- C. Quarantine
- D. Illness in the family including father, mother, brother, sister, husband, wife, children, father-in-law, mother-in-law, brother-in-law, or sister-in-law, or a relative living in the same household as the employee.

New employees to the system and bargaining unit members returning to active service who have exhausted all accumulated sick leave will be credited with an advancement of five [5] days sick leave at the beginning of the first year of service after they have completed five [5] working days. That advancement will be charged against the sick leave they subsequently accumulate under this provision and they will not be eligible for additional sick leave until such time as their period of service has entitled them to more.

All employees entering the Washington Local School System shall be entitled to sick leave credit previously earned from public service within the State of Ohio, provided such credit is substantiated by written statement from previous employer.

Employees returning to service of the Washington Local School System after a separation from such public service shall be granted previous accumulated sick leave which shall be placed to the employee's credit upon his/her reemployment in the public schools.

Sick leave credited from previous employment shall not exceed the cumulative total of above.

Section 2 Funeral Leave

An absence of up to five [5] work days shall be granted to employees who have a death in the immediate family including mother, father, grandmother, grandfather, brother/sister-in-law, mother/father-in-law, daughter/son-in-law, sister, brother, husband, wife, child, grandchild, or anyone who has virtually held the position of parent or child or anyone who is a permanent member of the household of the staff member.

An absence of up to three [3] work days shall be granted to employees who have a death in the extended family which includes aunt, uncle, niece, nephew, guardian, or a person whose legal residence is in the same household of an extended family member.

Employees attending the funeral of others not in the immediate or extended family as above defined shall be granted absence for the day of the funeral.

The Board, through the superintendent/designee, may authorize additional funeral leave. Any days taken for funeral leave will be deducted from the number of sick leave days accumulated by the employee.

Section 3 Leave of Absence

An employee who has completed a minimum of two [2] school years of full-time employment in the Washington Local Schools and who has the permission of the Board is entitled to take a leave of absence without pay for up to twenty-four [24] months, subject to the following restrictions:

Applications for a leave of absence must be submitted in writing to the director of human resources of schools; the duration of the leave shall not exceed twenty-four [24] calendar months; the leave shall terminate at the end of a school year (June 30) and shall be contingent upon the availability of qualified replacement, if needed. Should the initial grant be for less than two [2] years, an extension may be applied for by April 1 prior to the termination of the leave. In no case may the total time of the original leave plus the extended leave exceed twenty-four [24] calendar months. The Board of Education is not required to grant an extension of a leave of absence.

The contractual status of any employee on a leave of absence who is on a continuing contract shall not be affected adversely by such a leave of absence. While on leave of absence, employees will not receive sick leave credit, experience credit on the salary schedule, or salary remuneration.

A bargaining unit member who returns from a requested leave of a semester or less will be returned to his original school and assignment. A bargaining unit member returning from a leave longer than a semester should expect to return to a position of comparable status similar to, but not necessarily the same one he left. However, if organization does not permit the staff member to be assigned to the same or comparable position, he may then be assigned to some other position for which he is qualified.

It shall be left to the discretion of the superintendent/designee whether an employee on leave may return earlier than the specified time to full or part-time employment.

An employee on a leave of absence shall notify the director of human resources of schools in writing by April 1, prior to the termination of the leave, as to his desire to return to employment or resign. Failure to respond by April 1 will be construed as a resignation.

Section 4 Maternity, Paternity, or Adoption Leave

The Washington Local Board of Education may grant a leave of absence for maternity or adoption, without pay, to any full-time employee upon written request to the **director of human resources** for such leave, accompanying the proper written certification of pregnancy or adoption.

A maternity leave may be granted for a period of time not to exceed twenty-four [24] calendar months, but must terminate at the end of a semester.

Should the initial grant be for less than twenty-four [24] calendar months, an extension may be applied for by December 1 if extension from first semester leave of absence or April 1 if extension from second semester. The Board of Education is not required to grant an extension of a leave of absence. Failure to respond by the December 1 or April 1 dates will be construed to be a resignation. In no case may the total time of the original leave plus the extended leave exceed twenty-four [24] calendar months.

The teacher may apply to the maternity leave accumulated sick leave during any portion of the maternity leave for which her physician certifies her physically incapable of performing her duties by reason of pregnancy or any other disabling illness or injury incurred during the maternity leave.

A doctor's statement attesting to the physical ability to perform normal duties may be required at the discretion of the **director of human resources**. It shall be left to the discretion of the superintendent/**designee** whether an employee on leave may return earlier than the specified time to full or part-time employment.

A bargaining unit member who returns from a requested leave of a semester or less will be returned to her original school and assignment. The semester may include sick leave, maternity leave, or a combination thereof. A bargaining unit member returning from a leave longer than a semester should expect to return to a position of comparable status similar to, but not necessarily the same one she left. However, if organization does not permit the staff member to be assigned to the same or comparable position, the member may then be assigned to some other position for which the member is qualified.

An employee on leave shall notify the **director of human resources**, in writing, by December 1 if returning from a first semester leave of absence or April 1 if returning from a second semester leave of absence as to her desire to return to employment or to resign. Failure to respond by the December 1 or April 1 dates will be construed a resignation.

The contractual status for an employee on maternity leave or adoption leave shall not be affected adversely by any such leave of absence. While on leave, the employee will not receive sick leave credit or experience credit on the salary schedule.

When a family adopts a child, the adopting employee will be granted the same leave privileges as a natural parent. In the event of an adoption, every consideration shall be made to expedite his/her leave.

Paternity leave may be granted, if requested, to a full-time employee according to guidelines as set forth in the Maternity or Adoption Leave of Absence.

Section 5 Military Leave

Military leave shall be granted pursuant to provisions of the Ohio Revised Code and applicable federal statutes.

Section 6 Sabbatical Leave

A public school teacher of Washington Local Schools who has completed five years of service, three of which are consecutive years in Washington Local School District immediately preceding the leave may, with the permission

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of the Board of Education and the superintendent/designee, be entitled to take a leave of absence with part pay for one or two semesters, subject to the following restrictions:

The teacher shall present to the superintendent/designee for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall be required to return to the district at the end of the leave for a period of one year for each semester of leave.

The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor grant a leave longer than one school year, nor grant a leave to any teacher more than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

The teacher shall be paid the difference between the substitute's salary and the regular teacher's expected base salary.

A teacher returning from sabbatical leave will be assured a teaching position in the Washington Local School System, and every attempt shall be made to place said teacher in the teaching position of his/her choice for which he/she is qualified by licensure.

A request for the position must be submitted in writing to the superintendent/designee by the second Monday of April.

Section 7 Personal Leave

Each full-time employee of the Washington Local School System will be entitled to three [3] personal leave days per school year.

Employees wishing to take personal leave shall notify the building principal and record the absence in Aesop at the earliest possible date. In case of emergency, employees should immediately record the absence in Aesop or, if it is too late for them to do so, they should immediately report the absence to the substitute office.

Personal leave shall be granted automatically, upon request, except in the event that the day falls immediately before or after vacation days. In that event, the person requesting leave shall be required to show justifiable cause for the request, with the director of human resources deciding whether leave should be granted.

For purposes of determining eligibility for personal leave, a full-time employee shall be defined as one who is regularly employed in the Washington Local School System each scheduled working day, for either the school calendar year or the regular calendar year, regardless of the number of hours employed per day.

Unused days shall be compensated at \$125 per day, payable first pay in July, or banked into the employee's sick leave total. Employees must notify the Treasurer by June 1st in writing in order to bank personal days into sick leave total.

The superintendent/designee may authorize additional days of personal leave. The superintendent/designee, upon application, may authorize the use of up to two additional days of religious leave for a religious holiday as identified by a duly constituted religious body.

Section 8 Special Leave

The Board, through the superintendent/designee, may authorize Association members leave with pay for such matters that will advance the welfare of Washington Local Schools. Such leave shall not be used for court appearances, participation in grievance hearings or other matters in which the Association is an adversary to the

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Board provided, however, that such leave may be used for hearings conducted pursuant to Chapter 4117, Ohio Revised Code, in which the Association member is a party and for Level III arbitration hearings conducted pursuant to ARTICLE 3 of this agreement.

Section 9 Assault Leave

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

An employee who is absent due to disability resulting from an unprovoked attack upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the superintendent/designee, using the conditions described below, be granted up to twenty [20] working days assault leave. The period of such absence, as defined in this provision, shall be termed "assault leave." During such assault leave, said employee shall be maintained on full-pay basis.

Assault shall be defined as intentional physical contact which results in injury. If permanently disabled, the employee shall apply for disability retirement and no assault leave shall be granted after such retirement has been approved. Before assault leave can be approved, the employee shall furnish the superintendent/designee with the following information:

- A. A signed, written statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, and the names and addresses of participants, victims, and witnesses to the extent available.
- B. A signed, written statement from a licensed physician stating the nature and duration of the disability and the necessity of absences from regular employment.
- C. A signed, written statement of the employee's intent to file criminal assault charges, or if not, a written statement of the reasons for not doing so.

Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment under §3319.16, O.R.C.

Assault leave, which is approved by the superintendent/designee, shall not be charged against sick leave earned or earnable by the employee on leave granted under regulations adopted by the Board pursuant to §3319.08, O.R.C., or any other leave to which the employee is entitled. Assault leave benefits shall not be paid concurrently with Workmen's Compensation wage benefits. The Board shall reimburse an employee whose personal effects are damaged or destroyed as a result of an assault hereunder to the extent not otherwise reimbursed from any other source but not to exceed the total sum of \$200.00.

In the event of assault resulting in more than twenty [20] days of lost time involving an employee, the Board, through the superintendent/designee, may authorize additional days of assault leave.

Section 10 Jury Duty Leave or Required Appearance before State Employment Relations Board

An employee appointed to jury duty or required to appear at a hearing conducted by or on behalf of the State Employment Relations Board pursuant to Chapter 4117, Ohio Revised Code, during the employee's standard

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weekly work schedule shall be excused from such absence and shall be paid for such absence without deduction from sick leave or personal leave days.

It is understood the employee may retain monies received from the clerk of courts for their jury duty. The employee must provide a copy of the summons or jury check stub to the treasurer's office for verification of days absent.

Section 11 Sick Leave Pool

The parties agree to create a sick leave pool for employees covered under this contract:

Employees who wish to access this sick leave pool must inform the **director of human resources** and the TAWLS' President of the need for additional sick leave days.

The sick leave pool may only be used for:

- catastrophic injury or
- **catastrophic** illness of the employee **or the employee's dependent child** that causes extended absence from work as documented by a physician.

Employees with five (5) years of service must make application for STRS disability during the first thirty (30) days of use of the sick leave pool **if used for the employee's own injury or illness**. Failure or refusal to make application for STRS disability within thirty (30) days of the first day of the draw will result in loss of the privilege of using the sick leave pool beyond the initial thirty (30) days. The employee may continue to use the sick leave pool until the STRS disability decision is rendered. If application for STRS disability is denied, the employee may continue to use the sick leave pool.

If disability is approved under STRS, the employee will not be eligible to continue the use of the sick leave pool and will be required to reimburse the district for compensation received following the effective date of disability.

If additional days are needed after an employee has exhausted all accumulated sick leave including the five (5) advanced days, the employee may request additional days from other employees in order to resolve the employee's medical problems. The maximum number of days an employee will be allowed to apply for is the remainder of the school year.

Employees will not earn additional sick leave days while using days from the sick leave pool. Employees using days from the sick leave pool shall be paid their per diem rate not to exceed \$225.

Upon receiving request for days from the sick leave pool, the TAWLS' President shall distribute a notice to employees. An employee wishing to transfer sick leave days to another bargaining-unit member shall submit the appropriate form to the TAWLS' President who will forward the appropriate information to the Treasurer.

Employees volunteering to transfer sick leave days shall:

- 1) Not deplete their sick leave accumulation below one-hundred-Twenty (120) days
- 2) Transfer up to a maximum of ten (10) days and a minimum of four (4) days per request
- 3) Have the number of transferred days subtracted from their accumulation of sick leave.

ARTICLE 12 - Policy

Section 1 Policy Committee

The administration and the Association shall each have one vote on the Policy Committee whose purpose shall be to provide input to the Board concerning the adoption of new policies or revisions of existing policies that affect teachers in their assigned duties, but which are not part of the existing contract between the Board and the Association or in conflict with said contract. Policies so pertaining may be brought to the Policy Committee for discussion and study by either TAWLS or administration. Prior approval by the Board is not necessary for policies to be placed on the agenda of the Policy Committee or for discussion on said policies.

Policies will be recommended to the Board by the affirmative vote of both the Association and the administration. The Board reserves the right to adopt and/or revise any policies that affect teachers in their assigned duties, but which are not part of the existing contract between the Board and the Association or in conflict with said contract, thirty [30] days after a vote by the Policy Committee. If a vote is requested by either side, a vote must take place within ten [10] days.

The chairperson and vice chairperson shall be rotated every year. It shall be the obligation of the chairperson to assure that full discussion of all points of view are permitted in an orderly manner. Official minutes shall include actions taken and shall be subject to approval by both the chairperson and vice chairperson.

Section 2 Policy Book

The Board policies shall be available to all employees online. However, the official copy of the Board's policy book will be on file in the superintendent's office. Members of the policy committee will receive copies of proposed changes and final changes.

ARTICLE 13 - Pay Procedures

Section 1 Pay Schedule

Certificated teachers will be paid their base salary in twenty-six (26) equal installments. In fiscal years having twenty-seven (27) pay dates, there will be a three week pay adjustment during the contractual year of that fiscal year. (See Appendix C -Schedule of Pay Dates.)

Section 2 Extra Duty Pay Procedures

At the time a supplemental contract is signed the employee shall elect whether payment for extracurricular responsibilities will be divided equally into each regular check, or whether payment for extracurricular activities will be made upon completion of the work verified by the appropriate administrator who will be identified on the supplemental contract. The lump sum payment option will be according to the following schedule:

2nd pay in December—activities completed by November 30
Pay cheerleader advisors for fall season

2nd pay in April—activities completed by March 30
Pay cheerleader advisors for winter season

2nd pay in June—activities completed by end of school year

Unless the treasurer's office is notified otherwise in writing by August 1, extra duty compensation will be paid in one lump sum.

Section 3 Pay for Extra Class Assignment

A teacher will receive compensation when required to give up his/her only planning period to teach an additional class and work one additional period during the school day. This class assignment must cover the entire term at the high school and the entire year at the junior high.

Compensation will be calculated by multiplying the teacher's designated annual salary by the following fractions:

- High School: One-tenth per term (semester)
- Junior High: One-seventh per year

Section 4 Pay for Student Supervisory Assignment

Teachers accepting student supervisory assignments during their planning periods will be paid at the hourly rate of \$15.23/hour.

Section 5 Extra Class Assignment Resulting From Teacher Absences

In the event a substitute cannot be obtained, teachers required to teach classes during their planning periods will be paid at the hourly rate of \$25.56/hour.

Section 6 Payroll Deductions

The Board, through the treasurer's office, will provide for the following deductions:

- Dues for membership in the Association and its affiliate organizations.
- Tax-Sheltered Annuities (Board approved companies).
- Washington National Insurance.
- United Way.
- United States Savings Bonds.
- Education Marketing Group.
- EPAC.
- North West Federal Credit Union
- American Vocational Association/Ohio Vocational Association
- Deductions requested in writing by nine (9) or more employees.
- Dues for fair share fee payers shall be done in the manner prescribed in ARTICLE 1, Section 4.
- 125 Plan

The above deductions will be averaged in equal amounts throughout the remaining pays in the contractual year. Upon receipt of written notification to treasurer, payroll deduction will begin by the next calendar month.

Additional deductions must be authorized by the Board.

Section 7 Curriculum Work

Teachers providing curriculum work for the district outside of regular school hours and with prior administrative approval shall be paid \$25.56 per hour. This does not include detention or teacher training. As always, there will be scenarios where remuneration is not called for nor will it occur.

Hourly rates of \$25.56 per hour and \$15.23 per hour will be frozen for the length of the negotiated agreement (excluding tutors, nurses' EDI).

Section 8 Direct Deposit

All certificated teachers who are newly employed will be paid by direct deposit to their bank account. An enrollment form authorizing direct deposit must be completed and filed in the treasurer's office no later than August 15 to be effective for succeeding contract years.

Checks will be credited to the individual participating employee's account on each payday. Once funds have been transferred to the receiving bank(s), the bank(s) become responsible for deposits to the employee account.

Participants in direct deposit will receive a pay stub each pay date. Employees who are not on direct deposit will receive their paycheck on the next regularly scheduled work day after a calamity day via the school courier.

ARTICLE 14 - Equal Opportunity Employment
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Section 1 Employment Practices

The Board shall employ candidates regardless of race, creed, religion, gender, color, national origin, age, disability, ancestry, genetic information, military status, and marital status, provided the candidates meet the qualifications of vacant positions and are the most qualified of the candidates interviewed.

Section 2 Contract Provisions

The provisions of this agreement, and the wages, hours, terms, and conditions of employment shall be applied by the Board and the Association in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, gender, disability, ancestry, genetic information, military status, and marital status.

Section 3 Rights of Citizenship

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, consistent with the Code of Ethics of the Education Profession, and the Ohio Revised Code.

ARTICLE 15 - General Agreements
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Section 1 New or Revised Positions

The Board and/or its representatives will determine the establishment of new or revised positions for certificated personnel which are deemed necessary for the operation of the school system. The intent of Article 5, Section 4, of this agreement shall not be negated by this section.

Section 2 Printing Costs

The Board shall provide each teacher with a complete copy of this agreement.

Section 3 Board and Association Consultation

The Board, through the administration, will consult with the president of the Association or its designee whenever practicable on any new or modified fiscal budgetary or tax problems, instructional programs, building closings, or

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major changes in the school calendar, or major revisions of education policy which are proposed or under consideration when the content thereof is not mandated by law.

Section 4 Maintenance of Standards

All terms, conditions, and benefits of employment not controlled by other provisions of this agreement, shall be maintained, within the resources available, at not less than the level in effect as of the effective date of this agreement; to the extent that any actions are taken by the Board and/or its designees which will reduce such terms, conditions and benefits of employment not otherwise controlled by other provisions of this agreement, said actions will be discussed with the president of the Association; upon request, to permit the Association to provide alternative recommendations to such actions.

Section 5 Provisions Contrary to Law

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the duration of the agreement. Those declared illegal by a court of competent jurisdiction shall be renegotiated at a time mutually agreed to by the Board and Association.

Section 6 Integration Provision

It is understood and agreed by and between the parties that this agreement constitutes the entire agreement between the parties, abrogating any and all prior verbal or written agreements or understandings whatsoever not specifically incorporated herein during the term of this agreement.

Section 7 Duration of Contract

Termination Provisions: This agreement shall remain in full force and effect from July 1, 2013, through June 30, 2015.

Section 8 Additional Positions - Extra Pay

In the event that additional positions are proposed during the terms of this agreement in the extra duty, extracurricular, supervisory, or instructional areas, the provisions of Article I, Section 1, paragraph 4 shall be implemented.

Section 9 Substitute Teachers

Any teacher who has regularly scheduled classes will be provided a substitute when absent, for a half day or longer, provided a substitute can be obtained.

The Board agrees to begin calling substitute teachers by 6:00 a.m. each day, or as soon as practical. Substitute teacher pay will be reviewed annually by the administration and discussed with the Association president or designee, prior to making a recommendation to the Board. A survey of area school districts will serve as a basis for any pay adjustment.

In the event a substitute teacher cannot be obtained and a member of the bargaining unit is required to teach/supervise a class during his/her planning period, that teacher will be paid at the established rate.

No member of the bargaining unit shall be required to give up his/her planning period an unreasonable number of times in any school year.

Tutors may be reassigned to a teaching position that would otherwise be filled by a long term substitute teacher only under the following conditions:

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1. The reassignment is made only with the agreement of the Tutor, the Association and the District Administration.
2. The Tutor maintains his/her status as a Tutor including all the rights and limitations granted to Tutors by the Collective Bargaining Agreement. This shall include maintaining:
 - Current rate of pay and benefits during such reassignment
 - Same rights to return to a Tutor position upon completion of the reassignment that they would have had if they had not been reassigned.

It is understood that these conditions pertain to a "long term" reassignment and do not prohibit administration from the occasional, temporary reassignment of a Tutor to serve in lieu of a "daily" substitute in situations in which a substitute cannot be otherwise located for a few hours or even for a full day. It is not the intent of administration to use Tutors as daily substitutes except in such emergency circumstances.

Section 10 No Strike

During the term of this agreement or any extensions thereof, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from one's position, no stoppage of work, no slow down, or abstinence in whole or in part from the full, faithful, and proper performance of duties of employment. In the event of a strike in violation of the law, the Board shall have full recourse as provided by law.

Section 11 Definition of Days

The term "days" when used in this document shall mean consecutive calendar days unless otherwise indicated. Any such period of time referred to by this document shall begin to run on the day following the day of the act, event, or occurrence. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Section 12 Adjustment of Time Limits

Time limits stated in this agreement may be extended or reduced by mutual agreement of the Association and the Board and/or their respective designee(s).

Section 13 Gender References

References in this agreement to the male or female gender shall be construed to include the opposite gender.

Section 14 References to Teachers

References in this agreement to "teachers" shall be construed to include bargaining unit members unless the context otherwise requires.

Section 15 Enrollment of Children of Employees

The Washington Local School District shall permit the student enrollment of the dependent/s of any full time staff member regardless of school district in which they reside, tuition free. The staff member must submit written notification to the superintendent/**designee** by April 1 of the preceding school year. Notification shall include the name, age, building, and grade level of the dependent/s to be enrolled and reason for building preference. No child may be admitted under this provision after the first day of classes of any school year. Assignment of students to a building and class shall be made or denied after reviewing building enrollment data. If a full time staff member dies while in the employment of Washington Local Schools, any dependent already enrolled in Washington Local Schools, and any dependent already alive at the time of the employee's death but not yet of school age, shall be eligible to attend Washington Local Schools, tuition free, until they choose to leave the district or until they graduate.

ARTICLE 16 - General Economic Provisions

Section 1 Salary - Prior Service Credit

A teacher shall advance on the salary schedule in force at the completion of a school year. A school year shall be defined as a minimum of 120 or more days in a single school district in Ohio during a given school year.

A semester shall be defined as a minimum of 80 consecutive days of teaching under contract on the same job.

Section 2 Placement of New Employees on Salary Schedule

The Board of Education, at its option, may hire employees at step two and freeze salaries until experience reaches that point. It is the Board's intent to execute this option only as needed.

Section 3 Salary Scale – Degree/Credit Advancement

The Board shall permit change of contract for the purpose of advancing on the salary schedule up to and including the date of September 15, and up to and including the date of February 15. Action taken by the Board by September 15 will result in an advancement on the salary schedule effective the first semester of the school year. Action taken by the Board by February 15 shall result in an advancement on the salary schedule effective the second semester of the school year. (Effective with the fourteenth check based on a twenty-six check pay schedule.)

- A. Credit for work beyond the B.A. Degree shall be in graduate hours. Transcripts verifying same must be filed with the Washington Local Board of Education **and the Human Resources Department**. Teachers must request in writing a change of contract status to the **director of human resources** by September 15, or February 15, to receive credit.
- B. A maximum of eight years is allowed for outside experience (teaching and military). Credit for military service will not exceed five years.
- C. The eighteen semester hours or twenty-seven quarter hours of credit beyond the B.A. Degree shall be in graduate hours.
- D. Five years of training on the salary schedule shall be defined as a M.A. degree in education or an M.A. in a specialized educational program.

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- E. The eighteen semester hours or twenty-seven quarter hours of credit beyond the M.A. Degree shall be earned after receiving the M.A. Degree. Credit for hours earned shall be in a specialized program in education or toward a Specialized Degree and/or Ph.D. Degree in education.*
- F. To be placed on the Specialist column, a teacher must either hold the Specialist's Degree, or have thirty-six semester, or fifty-four quarter accredited hours after receiving the M.A. Degree.*

*Credit for hours taken prior to the earning of M.A. Degree will be accepted for the purpose of changing one's contract status, if the courses can be verified (bargaining member's responsibility) as unrelated to the earning of the M.A. Degree. Courses must be taken in education. If not taken in education, credits will be reviewed by LPDC to determine if they are eligible.

Section 4 Trade and Industry Instructors (T&I)

A. General Information for Trade and Industry Instructors:

- 1. Trade experience means work done on a full-time basis, either directly related to the area of instruction and licensure or an allied trade. Part-time employment (less than forty hours per week) will not be accepted for credit.
- 2. Trade experience must be certified on a prescribed form or letter, signed by the official of the employing company, and filed in the personnel office of Washington Local Schools.
- 3. A minimum of five (5) years of trade experience is required of which four (4) years will be considered equivalent to four (4) years of undergraduate college credit.

In granting credit for trade experience, a year will be considered to be a minimum of ten (10) calendar months.

B. A T&I Instructor to Qualify for a B.A. Degree Pay Schedule Must Satisfy One of the Following:

- 1. Must have a B.A. degree in education with a minimum of three (3) years trade experience in the trade to be taught.
- 2. Must be a high school graduate and possess a minimum of five (5) years trade experience in the trade to be taught.

C. A T&I Instructor to Qualify for a B.A. + 27 Quarter Hours or B.A. + 18 Semester Hours Pay Schedule Must Satisfy One of the Following:

- 1. Must possess a B.A. degree in education plus twenty-seven (27) quarter hours or eighteen (18) semester hours of approved graduate college credit
- 2. Must attain ninety-five (95) quarter hours or sixty-three (63) semester hours of approved college credit after meeting requirements for the B.A. salary schedule

D. A T&I Instructor to Qualify for the M.A. Degree Pay Schedule Must Satisfy One of the Following:

- 1. Must have a M.A. degree in education
- 2. Must have a B.A. degree in education received after meeting the requirements of the B.A. + 27 quarter hours or B.A. + 18 semester hours salary schedule

E. A T&I instructor to qualify for the M.A. + 27 quarter hours or M.A. + 18 semester hours pay schedule must have a M.A. degree in education plus twenty-seven (27) quarter hours or eighteen (18) semester hours of graduate college credit.

A T&I instructor to qualify for the specialist pay schedule must have a specialist degree in education.

Section 5 Career Technical Business/Business Office Education Instructors (BOE)

- A. Work Experience Credit: Each instructor fulfilling a career-technical business and office education position shall be given teaching experience credit for work experience as follows:
1. One year of teaching experience credited for one year of work experience required for career-technical business licensure.
 2. In granting credit for work experience, one year shall be defined as twelve calendar months. In computing a fraction of a year, ten months shall be considered as one full year of such experience.

Section 6 Travel Reimbursement

Teachers who are required to travel during the regular school day will be compensated at the IRS rate in effect at the time of travel with a maximum payment of \$650.00 per year. A log of mileage must be maintained. A travel form provided by the treasurer may be submitted monthly or submitted by January 1 and July 1 of each year for reimbursement.

Section 7 Outdoor Education

A stipend of \$75 per night, with a maximum of \$375 per week, will be paid to each teacher involved in the outdoor education program.

Section 8 Counselors

All counselors will work an additional seven (7) days beyond the regular teacher calendar at per diem rate of pay. When mutually agreed upon by the counselor and the building administrator, two (2) of these additional days may be worked within the teacher's scheduled calendar year (e.g., Saturday or scheduled holiday break time).

Whitmer only: Establish a pool of thirty (30) days to be worked during summer months and scheduled by the high school principal. In the event that counselors assigned to Whitmer do not volunteer to work the days assigned from the pool (30 days), the building principal shall make the appropriate assignment and the counselor(s) will be required to work the assigned days at per diem rate.

Section 9 Deans

All deans will work an additional two (2) days beyond the regular teacher's contract at their per diem rate of pay. The position of Dean will not be considered a department level position for purposes of transfer pursuant to provisions of Article 5, Section 11, of the Master Agreement.

Section 10 Social Worker

Social Worker shall work ten (10) days' extended time and be compensated at per diem rate.

ARTICLE 17 – Insurance

Section 1 Health Care Insurance

The Board of Education will provide a comprehensive hospitalization and physician group plan, as presented as part of this contract, for those employees who work at least a seven-hour and fifteen minutes day and are employed for the school year. Both single and family coverage will be provided. New employees shall not be given the opportunity to choose the flex health care option.

Employees opting other health coverage at date of hire are able to enroll in the Washington Local School District program at a later date. Open enrollment for eligible employees without evidence of insurability will be August 15 - September 15 with coverage effective October 1. Continuous enrollment for eligible employees with evidence of insurability will be the first of the next month after approval of medical survey by carrier.

A working spouse who is eligible for a health care plan through another employer and pays 50% or less of the monthly premium must take at least single coverage through that employer to be eligible for coverage through Washington Local Schools.

If a spouse must enroll or re-enroll in their employer's plan, this must be done at the first available window period.

Full time Bargaining unit members may elect not to be covered under the health care insurance plan. In lieu of this insurance coverage, bargaining unit members may elect to receive a \$1,368.00 payment pursuant to the provisions of the Section 125 - Employee Benefit Plan.

Bargaining-unit members who are eligible for family HMO coverage, and who select single coverage, will receive \$960.00 for medical and \$348.00 for prescription.

Employees shall pay a monthly share of health care and prescription premiums as follow:

2013-2014 and 2014-2015

- Family plan \$60/month effective July 1, 2013
- Single plan \$25/month effective July 1, 2013

Family & Single Flex: \$ 180.00.

In the event of a change in the need for coverage due to a major life event causing a cessation of the teacher's alternate source of coverage during the waiver year (e.g. death of spouse, divorce, dissolution, spouse loss of job), the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided she/he has filed the proper application with the Office of the Treasurer. Such re-entry into the insurance program will preclude the bargaining unit member from receiving the health care insurance waiver payment in lieu of coverage as indicated during the waiver year. Waiver payment shall be made to such persons on a pro rata basis.

Part-Time Bargaining Unit Member/Insurance Coverage

The Board of Education will pay for the same percent of the cost of HMO Health Care/Prescription and other insurance as the percentage of the employment contract.

The employee may enroll in insurance programs by paying the remaining percentage of the premium. If "Flex HMO" type coverage is requested, the employee must pay the difference between the HMO premium and the Flex HMO type plan premium plus the remaining percentage. New employees shall not be given the opportunity to choose the flex health care option.

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Health Care Premium Savings Payment

All 2012-2013 TAWLS members who are returning for the 2013-2014 school year would be eligible to receive the sharing of health care premium savings payment.

- If there is a one-year rate in 2013-2014 and that rate is less than a 10% increase, the full difference will be paid to TAWLS members.
- If there is a two-year rate for 2013-2015 and that combined rate is less than 17.5%, half of the difference will be paid to TAWLS members.
- If there is a three-year rate for 2013-2016 and that combined rate is less than 25%, half of the difference will be paid to TAWLS members.

Section 2 Life Insurance

The Board of Education will provide a life insurance policy for employees covered by this contract. For those employees who work at least a seven-hour and fifteen-minute day and are employed for the school year, the amount of coverage will be \$50,000.

For those employees who work at least a three-hour day or two blocks each term, and have completed one full contractual year of employment with the Washington Local School System, the amount of coverage will be \$25,000.

The Board of Education will continue to provide the employee's life insurance benefit under this contract if an employee becomes eligible for disability retirement as approved by the State Teachers Retirement System. The employee's written notification of disability has to be received by the treasurer's office within twelve months from date of occurrence. The employee is responsible for obtaining initial and continuing proof of disability. Applications are on file in the treasurer's office.

Section 3 Dental Insurance

Dental Insurance coverage shall be provided pursuant to agreed upon specifications and as outlined in Section 1. The Board shall have and retain the right to select and change carrier.

Section 4 Vision Insurance

Vision Insurance coverage shall be provided pursuant to agreed upon specifications and as outlined in Section 1. The Board shall have and retain the right to select and change carrier.

Section 5 Prescription Drug Insurance

A prescription drug insurance plan shall be provided. In lieu of this insurance coverage, bargaining-unit members may elect to receive a \$636.00 payment.

Section 6 Employee Liability Insurance

Prior to purchasing liability insurance which provides coverage to employees different from present levels, the superintendent/designee will discuss the matter with the president of TAWLS.

Section 7 COBRA - Continuation of Insurance

A. COBRA

Pursuant to 4117.10(A), it is hereby provided that Title XXII of the Public Health Service Act, 41 U.S.C. §201, *et seq.*, shall specify the Board's obligation to offer continuation of group health care benefits to

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covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act.

B. Continuation of Insurance

Additionally, for continuation purposes, the Board shall carry employees on its payroll records, as it pertains to group life or any insurance other than group health care benefits covered by the Public Health Service Act, for twelve (12) months.

Section 8 125 Plan

Per legal requirements for implementation of 125 plans, and subject to minimum and maximum contributions and the employment of a 125 plan administrator, board agrees to:

- Shelter designated dollars per employee request for child care, elder care, and medical expenses

Section 9 Strike - Continuance of Health Care Insurance

In the event of a strike authorized under ORC 4117, the employer will not interfere with the right of employees to maintain health insurance coverage at the group rate, at the employee's expense.

ARTICLE 18 - Severance Pay - Certificated Personnel

- A. Certificated personnel of the Washington Local School District will receive severance pay upon leaving the Washington Local School District based on the following considerations:
- B. In order to qualify for severance pay benefits, the employee must have been employed by the Washington Local Board of Education a minimum of five (5) years.
- C. Sick leave days shall be earned pursuant to ARTICLE 11, Section 1, and shall be paid at the rate of one-half of the retirement formula.
- D. Severance pay will not be granted to employees who have been terminated from employment with Washington Local Schools for reasons of unsatisfactory/ineffective work performance.
- E. A certificated employee may qualify for severance pay only once in a lifetime.
- F. No employee will receive both severance and retirement payments.
- G. Severance pay must be requested by the employee in a letter to the treasurer.

ARTICLE 19 - Retirement Pay - Certificated Personnel

Certificated personnel of the Washington Local School District will receive retirement pay upon retirement from the Washington Local School District based on the following considerations:

- A. Retirement is defined as when an employee leaves the Washington Local Schools and is immediately eligible for monthly retirement income for life from the State Teachers Retirement System based on contributions to the retirement system by the employee and the Board of Education or has reached the age of 65.

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- B. In order to qualify for any retirement pay benefits, the employee must have been employed by the Washington Local Board of Education a minimum of five (5) years.
- C. Sick leave days shall be paid pursuant to Article 11, Section 1 according to the following formula
- | | |
|-------------------|--------------------|
| Days 1 to 300 | at \$85.00 per day |
| Days 301 to 350 | at \$90.00 per day |
| Days 351 and over | at \$95.00 per day |
- D. After submission of proof from the retirement system, the Board of Education will sponsor and implement a Section 403(b) Plan which will allow retiring members in the “Covered Group” to tax shelter their retirement pay. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.
- Members of the “Covered Group” will have their retirement pay deposited into the Section 403(b) Plan sponsored by the Board.
 - Any amounts of money exceeding the current annual IRS 415 limit for the Section 403(b) Plan will have additional monies paid into the Section 403(b) Plan at the maximum contribution level allowed by IRS 415 for up to five (5) years beyond retirement until all monies are paid out. Future contributions will be made in January of each year following retirement.
- E. Employees must give notice on or before February 1st and retire at the end of that respective school year.
- If the above dates are not met, employee would receive 80% of the payment specified in C above.
- * Employees must give notice on or before February 1st at 4 p.m. and retire at the end of that respective school year in order to take advantage of the retirement incentive plan in Appendix C of this agreement.
- F. **Disability retirement** need not meet established dates in E of above. Payment will be made after five (5) consecutive years of disability retirement. No further retirement or severance pay will be made during lifetime of employee.
- G. No employee will receive both severance and retirement pay.

ARTICLE 20 - Retirement and/or Severance Pay

Upon Death During Employment

In the event of the death of an employee of the Washington Local School District who has otherwise qualified for the receipt of retirement and/or severance pay pursuant to any agreement or policy of the Board of Education of the Washington Local School District, said payment shall be made to the designated beneficiary/beneficiaries. The designation shall be made in writing by the employee using form RS-100 and forwarded to the director of human resources for placement in the employee's Employment Record File. In the absence of such designation, payment shall be made to the surviving spouse if any, or in the absence of a surviving spouse, to the deceased employee's estate.

Within fifteen (15) days following receipt of notice of the death of an employee whose spouse and/or dependents are covered by group and accident insurance provided by the Board, the treasurer shall mail to the last address provided to him notice to such spouse and/or dependents of the option for conversion to an individual policy as provided by Section 3923.122 O.R.C.

ARTICLE 21 - STRS Pick Up

The Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Ruling 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in the final average salary, provided that no employee's total salary is increased by such "pick up" nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board of the "pick up" contributions or of the STRS retirement plan, this "pick up" provision shall be null and void.

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EXTRA DUTY SCHEDULE

Extra Duty Base - Current base salary schedule as negotiated for each year.

Holders of EDI contracts who cannot fulfill job responsibilities shall not be paid; however, if the holder of the contract partially completes responsibilities, payment shall be pro-rated as appropriate with the balance being paid to Board-approved interim replacement/s. In the event a Board-approved volunteer offers to perform job duties, the holder of the EDI contract shall retain the stipend. Future EDI employment shall be governed by the Master Agreement.

Athletic coaches, trainers, and managers will receive longevity steps for years in same sport.

- 5% of stipend for 5-9 years in same sport at W.L.S.
- 10% of stipend for 10-14 years in same sport at W.L.S.
- 15% of stipend for 15-19 years in same sport at W.L.S.
- 20% of stipend for 20 or more years in same sport at W.L.S.

Non Athletic positions labeled "L" will receive longevity steps for years in same index position.

- 5% of stipend for 5-9 years in same index position
- 10% of stipend for 10-14 years in same index position
- 15% of stipend for 15-19 years in same index position
- 20% of stipend for 20 or more years in same index position

A list of those individuals employed in all categories on the Extra Duty Index shall be sent to the President of TAWLS on approximately October 1 of each academic year.

Pos. #	Position	Base		# of Pos.
		2013/2014	2014/2015	
		34,858	34,858	
		Index	Index	

ATHLETIC ACTIVITIES

Pos. #	Position	Index	Base 2013/2014	Index	Base 2014/2015	# of Pos.
1	Athletic Supervisor/Whitmer	0.19	6,623	0.19	6,623	1
2	Athletic Director/Jr. High	0.16	5,577	0.16	5,577	1
3	Equipment Manager	0.14	4,880	0.14	4,880	1
6	Ticket Manager	0.12	4,183	0.12	4,183	1
7	Football - Head Coach	0.24	8,366	0.24	8,366	1
8	Football - Associate Coach	0.17	5,926	0.17	5,926	7
9	Football - Freshman Coach	0.13	4,532	0.13	4,532	4
10	Football - Jr. High Coach	0.13	4,532	0.13	4,532	4
11	Football - Operations Manager	0.09	3,137	0.09	3,137	1
16	Basketball - Elementary Coordinator	0.04	1,394	0.04	1,394	2
17	Basketball - Head Coach	0.24	8,366	0.24	8,366	2
18	Basketball - Associate Coach	0.17	5,926	0.17	5,926	4
19	Basketball - Freshman Coach	0.13	4,532	0.13	4,532	2
20	Basketball - Jr. High Coach	0.13	4,532	0.13	4,532	8
21	Basketball - Elementary Coach	0.01	349	0.01	349	16
26	Wrestling - Head Coach	0.20	6,972	0.20	6,972	1

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Pos. #	Position	Base 2013/2014		Base 2014/2015		# of Pos.
		34,858 Index		34,858 Index		
27	Wrestling - Associate Coach	0.14	4,880	0.14	4,880	1
28	Wrestling - Freshman Coach	0.13	4,532	0.13	4,532	2
29	Wrestling - Jr. High Coach	0.13	4,532	0.13	4,532	4
30	Wrestling Club - Director/Whitmer	0.024	837	0.024	837	1
31	Wrestling Club - Coach/Whitmer	0.012	418	0.012	418	2
34	Bowling	0.02	697	0.02	697	1
36	Broomball - Head Coach	0.02	697	0.02	697	1
39	Track - Head Coach	0.20	6,972	0.20	6,972	2
40	Track - Associate Coach	0.15	5,229	0.15	5,229	6
41	Track - Jr. High Coach	0.13	4,532	0.13	4,532	8
45	Cross Country - Elementary Coordinator	0.04	1,394	0.04	1,394	1
46	Cross Country - Head Coach	0.17	5,926	0.17	5,926	2
47	Cross Country - Jr. High Coach	0.13	4,532	0.13	4,532	2
48	Cross Country - Elementary Coach	0.01	349	0.01	349	8
52	Baseball - Head Coach	0.18	6,274	0.18	6,274	1
53	Baseball - Associate Coach	0.14	4,880	0.14	4,880	3
54	Baseball - Freshman Coach	0.13	4,532	0.13	4,532	1
58	Softball - Head Coach	0.18	6,274	0.18	6,274	1
59	Softball - Associate Coach	0.14	4,880	0.14	4,880	3
60	Softball - Freshman Coach	0.13	4,532	0.13	4,532	1
63	Golf - Head Coach	0.15	5,229	0.15	5,229	2
64	Golf - Associate Coach	0.10	3,486	0.10	3,486	2
67	Hockey - Head Coach	0.17	5,926	0.17	5,926	1
68	Hockey - Associate Coach	0.13	4,532	0.13	4,532	1
71	Tennis - Head Coach	0.13	4,532	0.13	4,532	2
74	Soccer - Head Coach	0.17	5,926	0.17	5,926	2
75	Soccer - Associate Coach	0.13	4,532	0.13	4,532	4
79	Gymnastics - Head Coach	0.17	5,926	0.17	5,926	1
80	Gymnastics - Associate Coach	0.13	4,532	0.13	4,532	1
83	Volleyball - Head Coach	0.17	5,926	0.17	5,926	1
84	Volleyball - Associate Coach	0.13	4,532	0.13	4,532	1
85	Volleyball - Freshman Coach	0.10	3,486	0.10	3,486	1
86	Volleyball - Jr. High Coach	0.06	2,091	0.06	2,091	4
89	Weight Room Advisor	.07/sem	2,440	.07/sem	2,440	3
92	Cheerleader - Varsity Coach	0.10	3,486	0.10	3,486	1
93	Cheerleader - Jr. Varsity Coach	0.06	2,091	0.06	2,091	1
94	Cheerleader - Freshman Coach	0.06	2,091	0.06	2,091	1
95	Cheerleader Jr. High Coach	0.06	2,091	0.06	2,091	2

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Pos. #	Position	Base 2013/2014		Base 2014/2015		# of Pos.
		34,858 Index		34,858 Index		

EXTRACURRICULAR ACTIVITIES

"L" denotes positions which are eligible for longevity

101L	Activities Coordinator/Whitmer	0.15	5,229	0.15	5,229	1
104L	Auditorium Manager	0.12	4,183	0.12	4,183	1
107L	Speech Team - Head Coach	0.15	5,229	0.15	5,229	1
108L	Speech Team - Associate Coach	0.1	3,486	0.1	3,486	1
109L	Speech Team - Assistant Coach	0.08	2,789	0.08	2,789	1
110L	Speech Team - Assistant Coach	0.08	2,789	0.08	2,789	1
113L	Pantheon Advisor	0.03	1,046	0.03	1,046	1
114	Whitmer Newspaper	0.07	2,440	0.07	2,440	1
115	Whitmer Yearbook	0.08	2,789	0.08	2,789	1
116L	Jr. High Yearbook	0.03	1,046	0.03	1,046	2
119L	Permanent Class Advisor	0.07	2,440	0.07	2,440	1
120*L	Student Council Assistant Advisor(Sr)	0.055	1,917	0.055	1,917	2
121*L	Student Council Assistant Advisor(Jr)	0.055	1,917	0.055	1,917	2
122*L	Student Council Assistant Advisor(So)	0.055	1,917	0.055	1,917	2
123*L	Student Council Assistant Advisor(Fr)	0.055	1,917	0.055	1,917	2
124L	Student Council - Whitmer	0.11	3,834	0.11	3,834	1
125L	Student Council - Jr. High	0.06	2,091	0.06	2,091	2
129L	Career-Tech Student Org Chapter Advisor	0.04	1,394	0.04	1,394	6
130	Career-Tech Student Org Club Advisor	0.02k	697	0.02k	697	17
133	National Technical Honor Society	0.03	1,046	0.03	1,046	1
134L	National Honor Society	0.04	1,394	0.04	1,394	1
135L	Jr. High National Honor Society-7th	0.03	1,046	0.03	1,046	1
136L	Jr. High National Honor Society-8th	0.04	1,394	0.04	1,394	1
140L	Chess Club	0.06	2,091	0.06	2,091	1
141L	Art Club	0.03	1,046	0.03	1,046	2
142L	French Club	0.03	1,046	0.03	1,046	1
143L	French Honorary	0.03	1,046	0.03	1,046	1
144L	German Club	0.03	1,046	0.03	1,046	1
145L	German Honorary	0.03	1,046	0.03	1,046	1
146L	Spanish Club	0.03	1,046	0.03	1,046	1
147L	Spanish Honorary	0.03	1,046	0.03	1,046	1
148	Latino Club	0.03	1,046	0.03	1,046	1
149L	Math Honorary Club	0.03	1,046	0.03	1,046	1
150L	Science Club	0.03	1,046	0.03	1,046	1
151L	Social Studies Club	0.03	1,046	0.03	1,046	1
152	Book Club	0.02	697	0.02	697	1

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Pos. #	Position	Base 2013/2014		Base 2014/2015		# of Pos.
		34,858 Index		34,858 Index		
153	Diversity Club Advisor	0.02	697	0.02	697	1
154L	Thespian/Drama Club Advisor	0.03	1,046	0.03	1,046	1
155L	Quiz Bowl Advisor	0.05	1,743	0.05	1,743	1
159L	Public Forum/Mock trial	0.03	1,046	0.03	1,046	1
160L	Youth-to-Youth	0.04	1,394	0.04	1,394	3
161L	Panther Dance Team (Pantherette)	0.065	2,266	0.065	2,266	1
163L	Secret Spirits	0.05	1,743	0.05	1,743	1
165L	Pep Club	0.03	1,046	0.03	1,046	1
169L	Elementary-After School Activities	0.1	3,486	0.1	3,486	8
170L	Activities Director	0.02	697	0.02	697	12
171L	Safety Patrol	0.06	2,091	0.06	2,091	8

WHITMER MUSICAL and PLAYS

172L	Coordinator	0.12	4,183	0.12	4,183	1
173L	Orchestra Director	0.06	2,091	0.06	2,091	1
174L	Vocal Director	0.05	1,743	0.05	1,743	1
176L	Set Design	0.05	1,743	0.05	1,743	1
177L	Choreographer	0.03	1,046	0.03	1,046	1
178L	Lighting Director	0.02	697	0.02	697	1
179L	Program & Tickets	0.02	697	0.02	697	1
181L	Winter Play	0.05	1,743	0.05	1,743	1
182L	Fall Play	0.10	3,486	0.10	3,486	1
183L	Set Construction/Design/Per Play	0.04	1,394	0.04	1,394	2
186L	Jr. High Musical Director	0.08	2,789	0.08	2,789	1

DIRECTOR

188	Jr. High Concert Band	0.02	697	0.02	697	4
189	Jr. High Concert Choir	0.02	697	0.02	697	4
190	Jr. High Orchestra	0.02	697	0.02	697	2
191	Whitmer Concert Band	0.04	1,394	0.04	1,394	2
192	Whitmer Concert Choir	0.04	1,394	0.04	1,394	1
193	Whitmer Stage Band	0.03	1,046	0.03	1,046	1
194	Whitmer Orchestra	0.04	1,394	0.04	1,394	2
195L	Show Choir	0.03	1,046	0.03	1,046	1
196L	Choreographer/Show Choir	0.02	697	0.02	697	1
197	Accompanist/Show Choir	h.	15.23/hr.	h.	15.23/hr.	1
198	Accompanist/Chorale	h.	15.23/hr.	h.	15.23/hr.	1
199L	Piano Accompanist	h.	15.23/hr.	h.	15.23/hr.	1
200L	High School Chorale	0.03	1,046	0.03	1,046	1

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Pos. #	Position	Base 2013/2014		Base 2014/2015		# of Pos.
		34,858 Index		34,858 Index		
201L	Head Marching Band	0.16f	5,577	0.16f	5,577	1
202L	Associate Marching Band	0.14f	4,880	0.14f	4,880	1
203L	Reserve Marching Band	0.09d	3,137	0.09d	3,137	1
204L	Flag Corps Advisor	0.03	1,046	0.03	1,046	1
205L	Pep Band	0.04	1,394	0.04	1,394	1
206	Pep Band Associate	0.02	697	0.02	697	1

SUPERVISORY AND/OR INSTRUCTIONAL RESPONSIBILITIES

210	Department Chairman Whitmer	0.13d	4,532	0.13d	4,532	9
211	Department Chairman - Art	0.13d	4,532	0.13d	4,532	1
212	Department Chairman - Music	0.13d	4,532	0.13d	4,532	1
213	Department Chairman - Phys Ed	0.13d	4,532	0.13d	4,532	1
214	Department Chairman - K-12 Library/Media	0.13d	4,532	0.13d	4,532	1
215L	Jr. High Curr. Facilitators-Jefferson	0.11b	3,834	0.11b	3,834	5
216L	Jr. High Curr. Facilitators-Washington	0.11b	3,834	0.11b	3,834	5
217L	Elementary Department Chairman	0.10b	3,486	0.10b	3,486	13
218L	Elementary - Head Teacher	0.10b	3,486	0.10b	3,486	8
222	Bldg. Technology Facilitator	0.12	4,183	0.12	4,183	8
223	Bldg. Technology Facilitator - Jr. High	0.01	349	0.01	349	2
226	Guidance Counselor	0.095c	3,312	0.095c	3,312	1
227	Deans	0.15	5,229	0.15	5,229	3
228	Special Education	0.07i/n	2,440	0.07i/n	2,440	5

MISCELLANEOUS

230	KIA Chairperson (2)	0.04	1,394	0.04	1,394	2
231	Challenge Day Coordinator	0.02	697	0.02	697	1
232	Website Maintainer		25.56/hr.		25.56/hr.	1
234	LPDC Member	0.04	1,394	0.04	1,394	3
237	Summer School Teachers		25.56/hr.		25.56/hr.	
238	Nurses - Summer Work	m.	26.33/hr.	m.	26.33/hr.	
239	Home Instruction Teacher		25.56/hr.		25.56/hr.	
240	Night School Teacher		25.56/hr.		25.56/hr.	
241	After School Detention Monitor (7-12)		15.23/hr.		15.23/hr.	
242	After School Acad. Intervention (K-6)	j.	25.56/hr.	j.	25.56/hr.	

- 1S. Elementary Music Program - \$200 per performance/performance must be beyond the regularly scheduled school day/ max. \$400 per school year per building
- 2S. KIA Building Representative - \$300 per building
- 3S. Professional Support - Entry Year Mentor /PACE - \$325 per semester
- 4S. Elementary P.E. programs - \$200 per performance/performance must be beyond the regularly scheduled school day/ max. \$600 per school year per building

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- 5S. KIA Elementary Music Coordinator - \$200
- 6S. Overnight stipend for supervision - CTSO Chapter Advisors - \$75.00/night-max of 5 nights
- 7S. Overnight stipend for supervision - Outdoor Education - \$75.00/night-max of 5 nights
 - b. Includes 3 days extended time. Also refer to Appendix G.
 - c. Grandfather persons holding positions through academic year 1995/96. Delete stipend for persons new to position thereafter. Refer to Appendix H.
 - d. Includes 10 days extended time
 - f. Includes 15 days extended time
 - h. 2013/14 max \$1,014; 2014/15 max \$1,014
 - i. Grandfather persons holding positions through 6/9/93. Delete stipend for persons new to position thereafter.
 - j. Establish a district-pool, minimum of 1,728 hours to be used for K-6
 - after school detention as assigned by building principal @ \$15.23/hr. - 2013/14; \$15.23/hr. - 2014/15
 - after school academic intervention @ \$25.56/hr. - 2013/14; \$25.56/hr. - 2014/15
 - k. To qualify for a stipend the program must have functioning, dues-paying student groups that have activities outside the school day.
 - m. Nurses - Each nurse will be allocated up to 35 hours for work during the summer. A portion of these hours will be reserved for kindergarten summer assessment and will be assigned equally to all nurses. Should a nurse decline kindergarten summer assessment, the hours will be deducted from that person's allocation (35) and given to a nurse willing to work kindergarten summer assessment. In the event that all nurses decline, kindergarten summer assessment hours will be equally divided and all nurses will be required to work.
 - n. Each special education teacher (K-12) shall be provided ten hours per semester for special education responsibilities and all current grandfathered special education teachers shall have a one-time option:
 - to freeze their stipends at \$1,940 and receive the ten hours per year for special education responsibilities **OR**
 - only receive the increase in the stipend as tied to the base. These teachers will NOT receive the ten hours per year.
 - * Considered for longevity as one position

APPENDIX A – Jeopardy Sheet

Teacher _____

Building _____

You are being considered for nonrenewal.

Improvements are necessary in the following areas:

(Principals – please cite the document which contains the area of concern and indicate the concern.)

Attempts have been made to help you solve your difficulties in the following manner:

Additional comments:

Principal's Signature _____

Date _____

I have read and understand the above statements. I am fully aware of the implications. I understand my signature does not necessarily indicate agreement with the above consideration.

Teacher's Signature _____

Date _____

Teacher's comment: Rebuttal is attached _____

Rebuttal will be forwarded to Human Resources _____

Copies: ERF, TAWLS President, Assistant Superintendent

APPENDIX B – School Psychologist

SCHOOL PSYCHOLOGIST
200 Days

Step	2013 / 2014	2015 / 2015
0	66,808	66,808
1	68,399	68,399
2	69,994	69,994
3	71,589	71,589
4	73,184	73,184
5	74,778	74,778
6	76,373	76,373
7	77,967	77,967
9	79,562	79,562
10	81,155	81,155
15	82,752	82,752
16	84,345	84,345
Masters +27	1,598	1,598
Specialist	3,188	3,188
Doctorate	4,785	4,785

APPENDIX C – Tutor Pay Scale

New language: Instructor tutors and proficiency tutors shall be paid as follows:

- Step 0 at \$26.33
- Step 1 at \$26.58
- Step 2 at \$26.83
- Step 3 at \$27.08
- Step 4 at \$27.33

APPENDIX D – Bi-Weekly Pay Schedule

SUBSTITUTES & EXTRA TIME PAY SCHEDULE

2013-2014 School Year

ALL NEW EMPLOYEES ARE REQUIRED TO USE DIRECT DEPOSIT

PERIOD COVERED	PAY DATE
August 17 – August 30	September 13
August 31 – September 13	September 27
September 14 – September 27	October 11
September 28 – October 11	October 25
October 12 – October 25	November 8
October 26 – November 8	November 22
November 9 – November 22	December 6
November 23 – December 6	December 20
December 7 – December 20	January 3
December 21 – January 3	January 17
January 4 – January 17	January 31 3 rd Pay
January 18 – January 31	February 14
February 1 – February 14	February 28
February 15 – February 28	March 14
March 1 – March 14	March 28
March 15 – March 28	April 11
March 29 – April 11	April 25
April 12 – April 25	May 9
April 26 – May 9	May 23
May 10 – May 23	June 6
May 24 – June 6	June 20
June 7 – June 20	July 3
June 21 – July 4	July 18
July 5 – July 18	August 1
July 19 – August 1	August
August 2 – August 15	August 29 3 rd Pay

Full-time employees are paid 1/26th of their yearly salaries each pay date starting with the July 18, 2014 paycheck. The statement on your paycheck regarding “pay period” refers only to the pay period for extra time and for substitute pay, which are based on a time card.

Used sick leave, personal leave, vacation leave or compensatory time for 12 month employees are posted from filed affidavits and are therefore two weeks behind.

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SUBSTITUTES & EXTRA TIME PAY SCHEDULE

2014-2015 School Year

ALL NEW EMPLOYEES ARE REQUIRED TO USE DIRECT DEPOSIT

<u>PERIOD COVERED</u>	<u>PAY DATE</u>
August 16 – August 29	September 12
August 30 – September 12	September 26
September 13 – September 26	October 10
September 27 – October 10	October 24
October 11 – October 24	November 7
October 25 – November 7	November 21
November 8 – November 21	December 5
November 22 – December 5	December 19
December 6 – December 19	January 2
December 20 – January 2	January 16
January 3 – January 16	January 30 3 rd Pay
January 17 – January 30	February 13
January 31 – February 13	February 27
February 14 – February 27	March 13
February 28 – March 13	March 27
March 14 – March 27	April 10
March 28 – April 10	April 24
April 11 – April 24	May 8
April 25 – May 8	May 22
May 9 – May 22	June 5
May 23 – June 5	June 19
June 6 – June 19	July 2
June 20 – July 3	July 17
July 4 – July 17	July 31 3 rd Pay
July 18 – July 31	August 14
August 1 – August 14	August 28

Full-time employees are paid 1/26th of their yearly salaries each pay date starting with the July 17, 2015 paycheck. The statement on your paycheck regarding “pay period” refers only to the pay period for extra time and for substitute pay, which are based on a time card.

Used sick leave, personal leave, vacation leave or compensatory time for 12 month employees are posted from filed affidavits and are therefore two weeks behind.

APPENDIX E – Retire / Re-Hire Teaching Staff

Individuals who apply for employment with Washington Local Schools, after a break in service due to retirement, may be employed under the following provisions:

A. Eligibility

1. Teachers who are or will be receiving retirement pay from any retirement system.
2. Must hold proper Ohio certification/licensure.

B. Employment contracts

1. One-year limited contracts will be issued and will automatically expire at the end of that particular school year without further action or notice from the Board and as such will not be subject to ORC evaluation and notification timelines for nonrenewal.
2. If re-hired for a second or subsequent time, shall not receive additional service credit for placement on the salary schedule.

C. Salary and benefits

1. **Training:** Shall receive training credit at Master’s Degree maximum if applicable.
2. **Salary:** With family health insurance shall be placed at step 1, with single health insurance shall be placed at step 3, and if re-hired for a second or subsequent time shall not advance on the salary schedule for experience purposes.

OR

In lieu of health insurance coverage with opt-out payment applicable, shall be placed at step **5** and if re-hired for a second or subsequent time shall not advance on the salary schedule for experience purposes.

3. **Tenure:** Continuing contracts will not be granted, regardless of length of service as re-hire.
4. **Seniority:**
 - (a) Shall not accrue seniority regardless of length of re-hire service.
 - (b) Upon re-employment, shall not have seniority and shall not accrue seniority regardless of length of re-hire service.
5. **Sick Leave:** Upon initial re-employment, shall have no prior sick leave accumulation but shall earn and accrue sick leave in accordance with the Master Agreement and if re-hired shall continue to accrue sick leave in accordance with the Master Agreement. Maximum accumulation shall be twenty (20) days.
6. **Sick Leave Pool:** Not eligible.
7. **Evaluation:** Annual evaluation of job performance may be conducted.
8. **Severance / retirement:** not available.

D. This provision and such salary and individual contract with a rehired employee expressly supersedes Revised Code section 3317.3 and all other applicable law.

E. his provision and such salary and individual contract with a rehired employee will not be subject to grievance procedures of the Master Agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

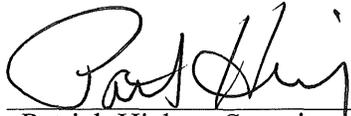
TEACHER SALARY SCHEDULE

YRS.EXP	INDEX	B.A.	INDEX	B.A.+18	INDEX	M.A.	INDEX	M.A.+18	INDEX	SPEC
0	1.00	34,858	1.06	36,949	1.12	39,041	1.18	41,132	1.24	43,224
0.5	1.03	35,904	1.09	37,995	1.15	40,087	1.21	42,178	1.27	44,270
1	1.06	36,949	1.12	39,041	1.18	41,132	1.24	43,224	1.30	45,315
1.5	1.09	37,995	1.15	40,087	1.21	42,178	1.27	44,270	1.33	46,361
2	1.12	39,041	1.18	41,132	1.24	43,224	1.30	45,315	1.36	47,407
2.5	1.15	40,087	1.21	42,178	1.27	44,270	1.33	46,361	1.39	48,453
3	1.18	41,132	1.24	43,224	1.30	45,315	1.36	47,407	1.42	49,498
3.5	1.21	42,178	1.27	44,270	1.33	46,361	1.39	48,453	1.45	50,544
4	1.24	43,224	1.30	45,315	1.36	47,407	1.42	49,498	1.48	51,590
4.5	1.27	44,270	1.33	46,361	1.39	48,453	1.45	50,544	1.51	52,636
5	1.30	45,315	1.36	47,407	1.42	49,498	1.48	51,590	1.54	53,681
5.5	1.33	46,361	1.39	48,453	1.45	50,544	1.51	52,636	1.57	54,727
6	1.36	47,407	1.42	49,498	1.48	51,590	1.54	53,681	1.60	55,773
6.5	1.39	48,453	1.45	50,544	1.51	52,636	1.57	54,727	1.63	56,819
7	1.42	49,498	1.48	51,590	1.54	53,681	1.60	55,773	1.66	57,864
7.5	1.45	50,544	1.51	52,636	1.57	54,727	1.63	56,819	1.69	58,910
8	1.48	51,590	1.54	53,681	1.60	55,773	1.66	57,864	1.72	59,956
8.5	1.51	52,636	1.57	54,727	1.63	56,819	1.69	58,910	1.75	61,002
9	1.54	53,681	1.60	55,773	1.66	57,864	1.72	59,956	1.78	62,047
9.5	1.57	54,727	1.63	56,819	1.69	58,910	1.75	61,002	1.81	63,093
10	1.60	55,773	1.66	57,864	1.72	59,956	1.78	62,047	1.84	64,139
10.5	1.63	56,819	1.69	58,910	1.75	61,002	1.81	63,093	1.87	65,184
11	1.63	56,819	1.72	59,956	1.78	62,047	1.84	64,139	1.90	66,230
11.5	1.63	56,819	1.75	61,002	1.81	63,093	1.87	65,184	1.93	67,276
12	1.63	56,819	1.78	62,047	1.84	64,139	1.90	66,230	1.96	68,322
13	1.69	58,910	1.84	64,139	1.90	66,230	1.96	68,322	2.02	70,413
14	1.75	61,002	1.90	66,230	1.96	68,322	2.02	70,413	2.08	72,505
14.5			1.93	67,276						
15	1.75	61,002	1.93	67,276	2.02	70,413	2.08	72,505	2.14	74,596
16	1.81	63,093	1.96	68,322	2.08	72,505	2.14	74,596	2.20	76,688
17					2.14	74,596	2.20	76,688	2.26	78,779
18.5					2.17	75,642				
20	1.87	65,184	2.02	70,413	2.20	76,688	2.26	78,779	2.32	80,871
24					2.26	78,779	2.32	80,871		
24.5									2.35	81,916
27.5									2.38	82,962

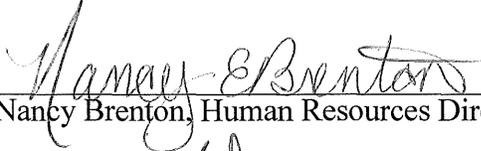
Salary Schedule
-60-

Signature Page

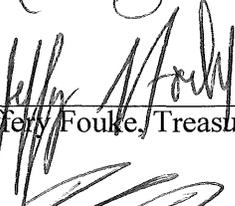
REPRESENTING THE
BOARD OF EDUCATION of
WASHINGTON LOCAL SCHOOLS



Patrick Hickey, Superintendent/CEO



Nancy Brenton, Human Resources Director



Jeffrey Foulke, Treasurer/CFO



Robert Gulick, Director of Technology



Kristine Martin, Principal (Observer)

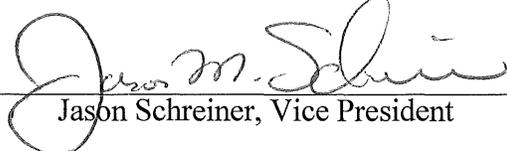


Cherie Mourlam, Assistant Superintendent

REPRESENTING THE
TEACHERS' ASSOCIATION of
WASHINGTON LOCAL SCHOOLS



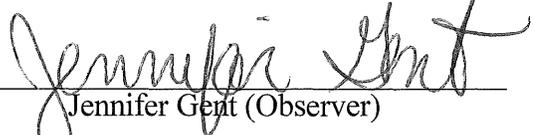
Christopher Hodnicki, President



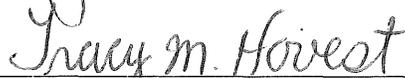
Jason Schreiner, Vice President



Jeremy Elliott



Jennifer Gent (Observer)



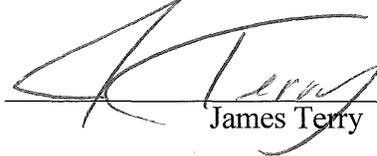
Tracy Hovest (Observer)



Wendy McCall



Mary Ann Nowacki



James Terry

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Between Administration and the Teachers' Association

2015 MAR 30 PM 2:54

STATE EMPLOYMENT RELATIONS BOARD

ATTENDANCE ON CALAMITY OR EMERGENCY DAYS

March 2015

The following is mutually agreed between the Washington Local Schools Board of Education and the Teacher Association of Washington Local Schools.

Teachers will not be required to report to work when the schools are closed for the entire day due to extreme weather or undue emergency. On days when school opening is delayed, all personnel will be required to report to work at their regularly scheduled times, or as soon thereafter as safety dictates. In the event of a delayed opening of schools, all children reporting at other than the delayed time shall be admitted to the schools. On a day when one or more buildings are closed due to a non-weather emergency, administration shall issue guidelines for teacher attendance.

An individual on an approved paid leave, sick leave, personal leave, or funeral leave when a calamity/emergency day occurs will not be charged time from his/her eligible leave, and further, will not be docked for that day's pay.

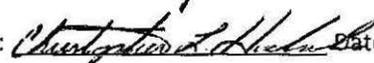
When schools in the district are cancelled after a delayed opening, the principal may permit the staff to remain to work in the building until noon.

The work year is 186 days. Up to 7 weather/emergency days will be counted toward this total. Beyond 7 days, the days must be made up without additional compensation. **Student days will equal 173.**

The above language shall supersede and replace existing **Section 7 of Article 8** and Section 4 of Article 10 of the TAWLS Agreement.

THIS MEMORANDUM IS UNDERSTOOD TO BE EFFECTIVE FOR THE 2014-2015 SCHOOL YEAR AND IS TO BE NON-PRECEDENT SETTING.

Patrick C. Hickey, Superintendent:  Date: 3-23-15

Christopher L. Hodnicki, TAWLS President:  Date: 3-18-15

Between Administration and the Teachers' Association

WHITMER DEAN

March 2015

It is hereby mutually agreed between the Washington Local administration and TAWLS that:

At the present time, the Washington Local School District contracts with three Whitmer High School deans. Starting at the beginning of the 2015-16 school year, the district will hire a 4th high school dean.

Currently, each Whitmer dean is paid a stipend of \$ 5,229 (EDI # 227). In order to compensate for the 4th stipend, \$5,229 will be taken from the general fund and added to EDI #227.

EDI # 227	Deans	\$5,229	4
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2015 MAR 30 PM 2: 54

STATE EMPLOYMENT RELATIONS BOARD

Patrick C. Hickey, Superintendent  Date: 3-23-15

Christopher L. Hodnicki, TAWLS President  Date: 3-10-15

CHERIE MOURLAM, Ed.S.
Assistant Superintendent



Ph: 419.473.8221
Fax: 419.473.8247

washington local schools

March 24, 2015

Tammy Johnson
Ohio State Employment Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, OH 43215

Dear Tammy,

Enclosed are the signed copies of the Memorandums of Agreement regarding the 1.) Attendance on Calamity or Emergency Days; and 2.) Whitmer Dean between the Administration of Washington Local Schools and the Teachers' Association of Washington Local Schools.

If you have any questions, please contact me at 419-473-8222.

Sincerely,

Cherie Mourlam

Cherie Mourlam
Assistant Superintendent

CM/mc

enc.

cc: Patrick Hickey, Superintendent

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STATE EMPLOYMENT
RELATIONS BOARD

individual attention. infinite opportunities.