

Collective Bargaining Agreement

Between the

WINTON WOODS TEACHERS' ASSOCIATION

An affiliate of the

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

WINTON WOODS CITY SCHOOL DISTRICT BOARD OF EDUCATION

Hamilton County, Ohio

EFFECTIVE

July 01, 2024 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I: RECOGNITION 2

ARTICLE II: CHECKOFF OF ASSOCIATION MEMBERSHIP DUES 3

ARTICLE III: RIGHTS OF THE BOARD AND ASSOCIATION 4
3.01 *BOARD MANAGEMENT RECOGNITION* 4
3.02 *BOARD MANAGEMENT RIGHTS* 4
3.03 *ASSOCIATION BUSINESS AND ACTIVITY* 4
3.04 *ASSOCIATION LEAVE OF ABSENCE* 5
3.05 *BOARD MEETINGS* 5
3.06 *PERSONNEL DIRECTORY* 6
3.07 *COPIES OF PUBLIC INFORMATION* 6
3.08 *ASSOCIATION USE OF SCHOOL BUILDINGS* 6
3.09 *DISSEMINATION OF ASSOCIATION INFORMATION* 6

ARTICLE IV: NO WORK STOPPAGES 7

ARTICLE V: GRIEVANCE AND ARBITRATION PROCEDURE 7

ARTICLE VI: COMMITTEES 11
6.01 *BOARD-ASSOCIATION COMMITTEE* 11
6.02 *BUILDING ADVISORY COMMITTEES* 12
6.03 *EMPLOYEE SERVICE ON BOARD COMMITTEES* 13
6.04 *LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)* 13
6.05 MASTER/LEAD TEACHER PROGRAM 14

ARTICLE VII: INDIVIDUAL EMPLOYEE EMPLOYMENT CONTRACTS 16
7.01 *GENERAL* 16
7.02 *INDIVIDUAL EMPLOYEE LIMITED CONTRACTS* 16
7.03 *INDIVIDUAL EMPLOYEE CONTINUING CONTRACTS* 17
7.04 *INDIVIDUAL EMPLOYEE SUPPLEMENTAL LIMITED CONTRACTS* 17
7.05 *SUSPENSION/TERMINATION OF INDIVIDUAL EMPLOYEE CONTRACTS* 17
7.06 *EMPLOYEE DISCIPLINE* 18
7.07 *NONRENEWAL OF INDIVIDUAL EMPLOYEE LIMITED CONTRACTS* 18

ARTICLE VIII: JOB PERFORMANCE 19
8.01 *EMPLOYEE JOB PERFORMANCE EVALUATION* 19
8.02 *MENTOR TEACHER PROGRAM* 22

ARTICLE IX: REDUCTION IN FORCE 26
9.17 SUBCONTRACTING 33

ARTICLE X: WORKING CONDITIONS 33
10.01 *CONTRACT YEAR* 33
10.02 *WORK WEEK AND WORKDAYS* 34
10.03 *PLANNING PERIODS* 38
10.04 *COMPLAINTS ABOUT EMPLOYEES* 40
10.05 *SCHOOL CALENDAR* 40

10.06 *PERSONNEL FILES* *40*
10.07 *EXISTING PERMANENT VACANCIES AND NEWLY ESTABLISHED POSITIONS* *41*
10.08 *SAFETY AND HEALTH* *42*
10.09 *TEACHER EDUCATION STUDENTS* *43*
10.10 *STUDENT HEALTH RECORDS* *43*
10.11 *ASSIGNMENTS* *43*
10.12 *SUMMER SCHOOL JOB POSITIONS* *45*
10.13 *CLASS SIZE* *45*
10.14 *STUDENTS IDENTIFIED WITH DISABILITIES* *47*
10.15 *STUDENT DISCIPLINE* *48*
10.16 *DEPARTMENT FACILITATOR (7-12)* *48*
10.17 *STAFF ATTIRE* *49*
10.18 *SITUATIONAL/UNPLANNED VIRTUAL DAY* *49*

ARTICLE XI: LEAVES OF ABSENCE 50
11.01 *FAMILY AND MEDICAL LEAVE ACT* *50*
11.02 *PAID AND UNPAID PERSONAL BUSINESS LEAVE* *50*
11.03 *PAID SICK LEAVE* *51*
11.04 *SICK LEAVE BANK* *53*
11.05 *PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE* *57*
11.06 *PAID PROFESSIONAL LEAVE* *58*
11.07 *PAID AND UNPAID MILITARY DUTY LEAVE* *59*
11.08 *UNPAID CHILD CARE LEAVE* *60*
11.09 *UNPAID SABBATICAL LEAVE* *62*
11.10 *VOLUNTARY AND INVOLUNTARY UNPAID MEDICAL LEAVE* *63*
11.11 *ASSAULT LEAVE* *64*
11.12 *RIGHTS UPON RETURNING FROM LEAVE* *65*
11.13 *ABSENCE FROM WORK WITHOUT APPROVAL OF LEAVE AND FAILURE TO RETURN FROM LEAVE* *66*

ARTICLE XII: COMPENSATION 68
12.01 *SALARY NOTICES* *68*
12.02 *BASE SALARY* *68*
12.03 *SUPPLEMENTAL LIMITED CONTRACT PAY* *70*
12.04 *EXTENDED SERVICE PAY* *72*
12.05 *SUMMER SCHOOL, HOME INSTRUCTION, CURRICULUM AND TEXTBOOK COMMITTEE* *73*
12.06 *NATIONAL BOARD CERTIFICATION STIPEND/NEW TECH BADGING* *73*
12.07 *EDUCATION OPTIONS PROCEDURE* *73*

ARTICLE XIII: FRINGE BENEFITS 74
13.01 *LIFE INSURANCE* *74*
13.02 *DENTAL, VISION AND MEDICAL PLANS* *75*
13.03 *VISION CARE* *76*
13.04 *SEVERANCE PAY* *76*
13.05 *MILEAGE REIMBURSEMENT* *77*
13.06 *BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STATE TEACHERS' RETIREMENT SYSTEM* *77*
13.07 *LIABILITY OF BOARD* *78*
13.08 *TUITION REIMBURSEMENT* *78*
13.09 *TAX SHELTER — 125 PLAN* *79*

ARTICLE XIV: PAY PERIODS **80**
14.07 *PAYROLL DEDUCTIONS* *80*
14.08 *ELECTRONIC TRANSFERS* *80*

ARTICLE XV: EMPLOYEE MEDICAL EXAMINATIONS **81**

ARTICLE XVI: ALTERNATIVE EDUCATION PROGRAM (AEP) **82**

ARTICLE XVII: SEVERABILITY **83**

ARTICLE XVIII: NEGOTIATIONS PROCEDURE **84**
18.01 *PROCEDURE* *84*
18.02 *GOOD FAITH, EXCHANGE OF FACTS AND VIEWS* *84*
18.03 *SCOPE OF BARGAINING* *84*
18.04 *AGREEMENT* *84*
18.05 *DISPUTE SETTLEMENT PROCEDURE* *85*
18.06 *IN-TERM CONTRACT BARGAINING* *85*

ARTICLE XIX: CONCLUSION **86**
19.01 *DURATION* *86*
19.02 *COMPLETE AGREEMENT* *86*

SIGNATURE PAGE 87

APPENDICES:

A GRIEVANCE FORM 88
B APPLICATION FOR UNPAID CHILD CARE LEAVE 89
C APPLICATION FOR PAID PERSONAL BUSINESS LEAVE DAYS 90
D APPLICATION FOR PAID SICK LEAVE 92
E 2024-2026 TEACHERS' SALARY SCHEDULE 93
F-1 SUPPLEMENTAL POSITIONS 96
F-2 SUPPLEMENTAL SALARY INDEX AND SCHEDULE 97
G REQUEST FOR PROFESSIONAL LEAVE 98
H REQUEST FOR REIMBURSEMENT OF EXPENSES FOR PROFESSIONAL LEAVE 99
I PROCEDURE FOR REIMBURSEMENT FOR PROFESSIONAL LEAVE 100
J APPLICATION FOR ASSAULT LEAVE 102
K REQUEST FOR PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE 104
L LOG OF MEETING TIME OUTSIDE THE WORKDAY (UNCOMPENSATED) 106
M TUITION REIMBURSEMENT APPLICATION AND COMPLETED COURSEWORK CONFIRMATION 108
N SALARY SCHEDULE CREDIT VERIFICATION FORM 109
O REQUEST FOR CLASSROOM OBSERVATIONS BY NON-EDUCATIONAL PERSONNEL 110
P FACILITY REPORT FORM 111
Q CONTINUING CONTRACT APPLICATION 112
R BUILDING ADVISORY COMMITTEE CONCERN FORM 114
S SUPPLEMENTAL POSITION RE-EVALUATION REQUEST FORM 115
T ANNUAL EMPLOYEE INTERVIEW RECORD 117
U CLASSROOM PREPARATION HOURS LOG 118
V SIX BELL COMPLAINT FORM 119
W STUDENT GROWTH MEASURES
X CURRENT MEDICAL PLANS

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the Winton Woods City School District Board of Education (hereinafter referred to as the "Board"), and the Winton Woods Teachers' Association, affiliated with the Southwestern Ohio Education Association, the Ohio Education Association and the National Education Association (hereinafter collectively referred to as the "Association").

ARTICLE I:
RECOGNITION

1.01 The Board recognizes the Association as the sole and exclusive bargaining representative for all employees employed by the Board while within the collective bargaining unit as defined in Section 1.02 below.

1.02 The term "employee" as used in this Agreement shall mean all full-time and part-time teachers (Pre-K-12), SEL Coordinators/Coaches and other licensed non-administrative, non-managerial employees possessing Ohio Department of Education licensure including long term substitutes who have been employed by the District for at least sixty (60) consecutive workdays in the same position, full-time and part-time teachers while they teach summer school in the Board's School District, who are duly certified/licensed to teach in accordance with Ohio law, and who are employed under regular individual employment contracts by the Board; but excluding The Superintendent of Schools, Executive Director of Accountability and Business Affairs, Executive Director of Human Resources, Treasurer, Assistant Treasurer, Assistant to the Treasurer, Directors, Supervisors, Principals, Assistant Principals, Assistants, Interns, Student Resources Coordinator, Athletic Director**,** Family Support Specialists, registered nurses lacking school nurse licensure, all temporary, casual and seasonal employees, student employees, other substitute employees, employees employed by non-public schools in the district, home instructors, psychologists, student teachers, teaching interns, teachers who teach only summer school, adult education teachers and instructors, and hourly paid employees, all employees excepted from the definition of "public employee" in Ohio Revised Code 4117.01 (C) (1) through (14) and all other employees not specifically included in the unit described above.

1.03 When the Board creates a new position that requires certification or licensure, and/or a position that could fit the definition of "professional employee" in ORC 4117.01(J), the Board will make a timely notification to the Association, and will provide the Association with the job description for the position. The Association will notify the Executive Director of Human Resources within twenty (20) days of receipt of the job description whether the Association believes the new position is a part of the bargaining unit. The parties shall engage in discussions in an attempt to reach agreement about the status of the new position. If the parties disagree about the bargaining unit status of the new position after such discussions have occurred, either party may file a Petition for Clarification of the Bargaining Unit which shall be filed with the State Employment Relations Board (SERB). The determination by SERB shall be final and binding on the parties.

ARTICLE II:

CHECK-OFF OF ASSOCIATION MEMBERSHIP DUES

2.01 The Association (WWTA, OEA, NEA, SWOEA) membership dues, initiation fees and assessments will be withheld by the Board from the direct deposits of all Association members who have given an authorization to the Board to deduct Association membership dues, initiation fees and assessments from their direct deposits and to remit such deductions to the Association or an affiliated organization.

2.02 The Association will furnish the Board Treasurer, in writing, with the current amount(s) of membership dues, initiation fees and assessments to be withheld together with a list of the parties to whom these monies should be sent.

2.03 An employee's authorization shall continue in effect until such time as the employee elects to revoke the authorization by written notice to the Board Treasurer.

2.04 Signed dues authorization forms must be submitted to the Board Treasurer by September 15 of each year for deductions to be made beginning with the last paycheck issued in each of the nine (9) months thereafter. New employees who are hired after September 15 of each year may submit an authorization to the Board Treasurer by the fifteenth (15) day of any month prior to the subsequent June 15, and deductions will begin with the last paycheck in the month the authorization is received and continuing with the last paycheck in each of the months thereafter through the following June.

2.05 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of Association membership dues, initiation fees or assessments pursuant to this Article.

ARTICLE III:
RIGHTS OF THE BOARD AND ASSOCIATION

3.01 BOARD MANAGEMENT RECOGNITION

The Association recognizes that the Board is the legally constituted body responsible for the management, direction and control of all the public schools of the Board and employees and other personnel employed by the Board, and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's School District.

3.02 BOARD MANAGEMENT RIGHTS

The Board has the following enumerated rights, except as expressly and specifically modified by the express terms of this Agreement:

3.0201 To determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Winton Woods City School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;

3.0202 To direct, supervise, evaluate or hire employees;

3.0203 To maintain and improve the efficiency and effectiveness of the Winton Woods City School District;

3.0204 To determine the overall methods, process, means, or personnel by which the operations of the Winton Woods City School District are to be conducted;

3.0205 To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;

3.0206 To determine the adequacy of the workforce;

3.0207 To determine the overall mission of the Winton Woods City School District;

3.0208 To effectively manage the workforce; and

3.0209 To take actions to carry out the mission of the Winton Woods City School District.

3.03 ASSOCIATION BUSINESS AND ACTIVITY

Association personnel and employees will not conduct any Association business or activity during any employee's working time during the normal workday, or during any

employee's working time in excess of the normal workday, as defined in Article X of this Agreement, except by mutual agreement of the Board and Association or their designees, except that if an employee is disciplined during working time, the employee shall have the right to have one (1) Association representative present at the disciplinary meeting during working time.

3.04 ASSOCIATION LEAVE OF ABSENCE

3.0401 The Board will grant a leave of absence, with compensation, to six (6) Association delegates or alternates for attendance at the Ohio Education Association convention upon three (3) workdays' advance notice to the Board's Executive Director of Human Resources, but such leave shall not exceed two (2) workdays per employee in any school year. The Board shall pay for the compensation of any substitute personnel hired for the period of the leave of absence under this paragraph. In addition, the Board will grant the Association President or designee an aggregate of three (3) Association leave days with compensation per school year for members and leaders to attend other conferences and/or activities sponsored by the Ohio Education Association or the National Education Association. The Association agrees to provide at least fourteen (14) days notice of the request for such leave and to assume the cost of registration, lodging, meals and travel.

3.0402 The Board will grant a leave of absence, with compensation, to any employee who holds an elected office with the Ohio Education Association and/or National Education Association upon three (3) workday's advance notice to the Board's Executive Director of Human Resources, provided the duration of the leave will not exceed five (5) aggregate work days during any one (1) school year. The Association shall pay the Board for the compensation of any substitute personnel the Board hires for the period of the leave of absence under this paragraph.

3.0403 The Association President shall be provided sixty (60) minutes (consecutive is recommended but in no event less than fifteen [15] minute intervals), exclusive of contractually provided planning and lunch, each school day for the purpose of conducting Association business. This time is only for the Association President and shall not supersede the provisions of Section 3.03. The scheduling of this time shall occur annually by mutual agreement between the building principal, the Association President, and the Executive Director of Human Resources.

3.05 BOARD MEETINGS

3.0501 The Board will notify the Association President or his/her designee of all Board meeting(s) as set at the Board's January organizational meeting prior to the first regularly scheduled Board meeting. However, in the case of each emergency public Board meeting, each change, and/or addition,

and/or cancellation, the Board shall make a good faith attempt to notify the Association President or his/her designee by telephone at designated telephone number(s) forty-eight (48) hours in advance.

3.0502 The Board will provide online access to the Association President of all Board agendas at the time agendas are made available to the members of the Board. Any written agenda changes or addenda will be sent to the Association President's home school prior to the Board meeting and an additional copy will be placed in the Association mailbox at the Central Office.

3.06 PERSONNEL DIRECTORY

3.0601 The Board will update the employee directory and post it electronically by October 15 of each year. The Board shall make the Association President aware of the updated directory and confirm posting the update.

3.0602 Any employee shall have the right to have his/her phone number and/or home address withheld from the directory.

3.0603 If the Association requests the names, addresses, phone numbers, and/or school assignments of newly-employed employees, the Board shall supply said information, except if the newly employed employee objects to disclosure of his/her phone number.

3.07 COPIES OF PUBLIC INFORMATION

The Board will provide to the Association, upon request, a copy of any and all financial and other documents which by law are matters of public record. The Association shall pay for the cost of multiple copies.

3.08 ASSOCIATION USE OF SCHOOL BUILDINGS

The Association shall have the right to use the Board's school buildings for meetings, Monday through Friday, during employee non-working time, at reasonable times and places, not in conflict with other scheduled functions, with the prior approval of the Board or designee, including building principal, provided that use of the school buildings shall not result in any additional custodial, maintenance or repair cost to the Board.

3.09 DISSEMINATION OF ASSOCIATION INFORMATION

3.0901 The Association may distribute materials to Association members via the school mail, including electronic mail, in accordance with the Board's acceptable use policy. Such e-mail use will not interfere with a member's regular duties.

3.0902 Any materials distributed to employees by means of the employee's school mailboxes must identify the name of the organization producing the materials.

3.0903 The Board shall provide the Association with bulletin board space in the employee workroom or lounge in each school building for the purpose of posting Association information to members or employees.

3.0904 No political announcements will be posted on bulletin boards or e-mail. The word "political" as used in this Agreement refers to public sector candidate or issue endorsements but does not include Association politics.

ARTICLE IV:

NO WORK STOPPAGES

4.01 The Association agrees that during the term of this Agreement, neither it nor its officers, agents, representatives or bargaining unit employees will authorize or engage in any work stoppage, strike, or other concerted refusal to perform contractual duties.

4.02 If the Board feels that there has been a violation of Section 4.01 above, the Board may notify the State Employment Relations Board to determine whether the action(s) is authorized under Chapter 4117 of the Ohio Revised Code.

ARTICLE V:

GRIEVANCE AND ARBITRATION PROCEDURE

5.01 To invoke the grievance and arbitration procedures set forth in this Article, an employee, a group of employees and/or the Association must comply with all the terms and provisions of this Article. A grievance is defined as a dispute an employee or group of employees or the Association may have with the Board or the Board's representatives relating to the interpretation, application or alleged violation of the express terms of this Agreement. A grievance from a group of employees or the Association must have arisen out of the same subject matter similarly affecting each member of said group to constitute a group grievance.

5.02 Employees and groups of employees have the right to present grievances and have them adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as the Association has the opportunity to be present at the adjustment, as provided in Section 4117.03(A) (5) of the Ohio Revised Code. An employee who has a grievance or a representative of a group of grievants shall have the right to have another employee of the Board present at the hearing at all steps of the grievance procedure. An employee who has a grievance or a representative of a group of grievants or the Association if it has a grievance shall also have the right to have a non-employee Association representative present at any hearing at any step of the grievance or arbitration procedure. The Board representative at any step of the grievance or arbitration procedure shall have the right to have another

Board representative present at any hearing. Additional persons may be asked to be present at any grievance or arbitration hearing.

5.03 An earnest effort shall be made to adjust grievances promptly and in the following manner and order, except that a grievance may be filed at the Second Step instead of the First Step, when the subject of the grievance is not within the responsibility or control of the building principal or designee who would hear the grievance in the First Step.

5.0301 First Step:

A. Should an employee, or group of employees or the Association claim a grievance, the grievance shall be filed within twenty (20) workdays after the event has occurred giving rise to the grievance. The grievance must be submitted in writing on a form as set forth in Appendix A of this Agreement, signed and dated, and presented to the building principal or designee directly involved who has authority in the matter. The grievance shall state:

(1) The alleged cause of the grievance, including date, time and place;

(2) The provision or provisions of this Agreement about which there is a dispute relating to its interpretation, application or alleged violation, and

(3) The specific remedy requested.

B. The building principal or designee directly involved shall hold a hearing with the grievant or a representative of a group of grievants to investigate and discuss the grievance within five (5) workdays after the grievance is presented to the building principal or designee. The building principal or designee shall give a written answer to the grievant or the representative of a group of grievants and to the Association and Superintendent of the Board or designee, within five (5) workdays after the hearing.

5.0302 Second Step:

If the grievance is not settled in the First Step above, the written grievance may be presented by the grievant or representative of a group of grievants to the Superintendent of the Board or designee within five (5) workdays after receipt of the first step answer. Within five (5) workdays after receipt of the written grievance, the Superintendent or designee shall hold a hearing with the grievant or representative of a group of grievants, to investigate and discuss the grievance. Within five (5) workdays after the close of the hearing, the Superintendent or designee shall give the

grievant or the representative of a group of grievants, a written answer to the grievance.

5.0303 Third Step:

A. If the grievance is not settled in the Second Step above, the written grievance may be presented by the Association to arbitration by serving a written arbitration notice on the Superintendent or designee within ten (10) workdays after receipt of the Second Step answer. No grievance may be submitted to arbitration without the consent of the Association and the Association shall be the sole and exclusive representative of all grievants in every arbitration proceeding. Within five (5) workdays after receipt of such arbitration notice, a representative of the Board and a representative of the Association shall mutually attempt to select an arbitrator to hear and decide the grievance. If they are unable to agree upon the selection of an arbitrator, either representative shall request the American Arbitration Association (AAA) to submit a panel of arbitrators in accordance with AAA rules. Within five (5) workdays after receipt of such list by the Association and the Board, the parties will attempt to select an arbitrator from the list. If the parties cannot agree upon an arbitrator from the list, either party shall again request AAA to submit a second list of arbitrators in accordance with AAA rules. Within five (5) workdays after receipt of the second list by the Association and the Board, each party shall return the list to AAA in accordance with AAA rules.

B. Only written grievances which directly involve the interpretation, application or alleged violation of an express term of this Agreement, may be submitted to arbitration. The arbitrator shall limit him/herself to the precise issue(s) submitted in the written grievance notice for arbitration and the arbitrator shall have no authority to determine any other issue(s) or matter(s) not so submitted to the arbitrator. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement, or any other written agreements between the Board and Association, and no arbitrator shall have any authority to hear or determine a dispute involving the exercise of a Board right which is within the exclusive authority of the Board as set forth in this Agreement.

C. All decisions and awards of an arbitrator, if within his/her authority as defined in this Agreement, shall be final and binding on the Association, the Board and all the employees covered by this Agreement.

D. Each party to the arbitration shall pay the costs and expenses incurred by it in connection with the arbitration, except that seventy-five percent (75%) of the costs and expenses of the arbitrator and the cost of a hearing room shall be paid by the losing party and twenty-five percent (25%) of said costs and expenses shall be paid by the prevailing party. Either party may have a court reporter at any arbitration hearing. The parties shall share the court reporter cost if they mutually agree to have a court reporter present. If the parties do not so agree, the party desiring the reporter shall pay the full cost; provided, however, that if the other party wishes to purchase a copy of the court reporter's record or review the record, that party will then be obligated to pay one-half (1/2) of the cost of the court reporter.

E. The arbitrator shall issue a written opinion and award within thirty (30) calendar days after the close of the hearing except if the arbitrator is unable to meet said time limitations due to circumstances beyond the control of the arbitrator. A copy of the arbitrator's opinion and award shall be sent to each party to the arbitration.

5.04 Any grievance which has not been presented in the grievance and arbitration procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to further discussion or appeal under the grievance and arbitration procedure of this Agreement.

5.05 No employee covered by this Agreement may invoke any other remedy or legal proceeding in any Court of law against the Board, without first having exhausted all the remedies and steps available to him or her, as set forth in this Article. This provision shall apply only in regard to any matter which is grievable under this Article.

5.06 Either party may request the presence of an employee as a necessary witness during the course of any grievance hearing or subpoena the presence of any employee or other person during any arbitration hearing in accordance with applicable law, provided, however, that the Board shall not be required to provide substitutes for more than three (3) employee witnesses at any one (1) hearing if the hearing is scheduled during working time as defined in this Agreement.

5.07 All steps and time limits specified in this Article are mandatory and the steps may be waived and the time limits extended or reduced only by written mutual agreement of the Association and the Board's Superintendent or designee.

5.08 No grievance may be written, presented, investigated, processed or discussed during employee student contact time or during any time the normal workday is lengthened under Section 10.02 of this Agreement, unless otherwise mutually agreed by the

grievant, representative of a group of grievants or the Association on behalf of the grievant or group of grievants and the Board's Superintendent or designee.

5.09 An arbitrator may not hear and determine more than one (1) grievance unless the presentation of more than one (1) grievance to the arbitrator is mutually agreed to by the Board and the Association.

5.10 If no answer to a grievance is given within the time limits of this Article, the grievance will be deemed to be denied and may proceed to the next step of the grievance or arbitration procedure as provided for in this Article.

5.11 No reprisal shall be taken against any employee initiating, participating in, and/or abiding by the grievance procedure. No record, document, or communication concerning a grievance shall be placed in the personnel file of any employee involved in the grievance procedure.

5.12 For purposes of this Article only, except for the summer recess, a workday is one of the adopted bargaining unit member school calendar days. During the summer recess, workdays shall be defined as Monday through Friday excluding holidays, with the exception of the month of July, in which there will be no workdays as defined in this Article.

ARTICLE VI:

COMMITTEES

6.01 BOARD-ASSOCIATION COMMITTEE

6.0101 Regular meetings between the Board and the Association shall be scheduled and convened to discuss matters of mutual concern. Specific grievances shall not be discussed, nor shall the meetings be considered bargaining sessions. Meetings shall be scheduled on a mutually convenient date but will be conducted not less than once per month. Committee meetings are not intended to replace informal communications between the Board and the Association and/or their representatives.

6.0102 A committee consisting of a maximum of four (4) representatives shall constitute the Board Committee. A committee consisting of representation of both parties shall constitute the Association Committee.

6.0103 Each party may submit agenda items to the Superintendent's office at least ten (10) calendar days before a scheduled committee meeting. Preparation of an agenda shall be through the Superintendent's office and shall be submitted to the committee members not less than seven (7) calendar days prior to the meeting.

6.0104 Discussions at the Board-Association Committee meetings will not be considered collective bargaining.

6.02 BUILDING ADVISORY COMMITTEES

6.0201 As soon as possible in each school year, Association members will elect a building advisory committee for each school building which will meet with the building administrators at least once a month or as needed by mutual consent of the parties during the regular school year to review and discuss building needs and concerns. The building advisory committee will consist of a maximum of three (3) members in each elementary grade level building, four (4) members at the Middle School and four (4) members at the High School. Building advisory committees may invite resource persons as needed to address specialized issues.

6.0202 Association members elected to the building advisory committees may request that evaluations conducted during their year(s) of service on the committee be performed by other qualified administrative personnel not assigned to their building or area. Such requests shall be honored.

6.0203 The building advisory committees are intended to be advisory only and are intended to assist the administrators and the school staff, through the process of open discussion, to address needs and concerns. They are not intended to replace proactive communications between employees and administrators. The committees shall assume the responsibility for being knowledgeable about matters which relate to their function. The building advisory committees shall not deal with issues that either Association members or administrators believe are grievance matters, nor shall the committees have the authority to alter the Collective Bargaining Agreement. Committee meetings are not intended to replace informal communication between employees or Association representatives and their building administrators. WWTA may, after investigation and review of a particular matter, present summarized information for discussion without identifying the individuals(s) who brought the issue forward. In the event the administrator finds that he or she cannot effectively address the concern(s) without additional information, including the source of the concerns(s), WWTA will provide such information upon request or withdraw the issue. WWTA may thereafter submit the matter to the Superintendent for review and consideration.

6.0204 The WWTA shall conduct orientation sessions for newly elected building advisory committee members prior to the first scheduled meeting each school year.

6.0205 Each building advisory committee shall select a chairperson at its first meeting each year who shall set the dates for the bi-monthly meetings in consultation with the administrator and conduct the meetings. The chairperson shall also be responsible for either performing or delegating the following tasks:

A. Provide employees with the advisory committee form (Appendix R)

B. Notify employees of the meeting dates

C. Supervise the screening of issues to determine if they are appropriate

D. Prepare the agenda

E. Provide the administrator a copy of the agenda at least three (3) days prior to the meeting

F. Inform all employees in the building and the Association President of matters discussed at the meetings

6.0206 Each employee shall have the right to have matters placed on the advisory committee agenda and all affected employees shall be informed of matters discussed at the advisory committee meetings in their building by WWTA.

6.0207 Employee concerns which are not resolved by the building advisory committees and continue to be of concern may be submitted to the Board-Association Committee described in Section 6.02 above. Such concerns should be submitted to the Association President or designee for placement on the agenda.

6.03 EMPLOYEE SERVICE ON BOARD COMMITTEES

6.0301 No employee shall be required to serve on any Board committee unless such service is indicated in a supplemental job description. All other committee service shall be voluntary. All non-supplemental work on curriculum and textbook committees shall be paid at the hourly rate for summer school set forth in Section 12.05 of this Agreement.

6.0302 The Association shall have the right to appoint an employee representative to any committee formed to investigate, organize and/or implement the relocation or closing of an entire building.

6.04 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

6.0401 The parties agree that the Winton Woods Teachers' Association shall be involved as a full partner in any and all activities related to the implementation and operation of the Local Professional Development Committee (LPDC). Any oversight of the LPDC shall be organized jointly by the District and the Association, and there shall be a majority of teachers appointed by the Association at all levels.

6.0402 There shall be one LPDC for Winton Woods City Schools, which shall have district wide scope. The responsibilities of the LPDC shall be as set forth in Section 3319.22 (C) (1), ORC, and as may be set forth in any rules or regulations promulgated by the Ohio Department of Education. The committee shall have up to eight (8) members; up to six (6) teacher members selected by the Association, and up to two (2) administrative members selected by the Superintendent. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

6.0403 The LPDC shall always retain a majority of teacher members.

6.0404 Any teacher vacancies will be filled by selection of the Association, and any administrative vacancies will be filled by the Superintendent.

6.0405 Meetings will be held at an advertised location at advertised times and dates no less than one (1) time per quarter, at the convenience of the committee. Meetings of the LPDC will be advertised in accordance with law. Notices will be posted to advertise meetings. LPDC members may convene additional meetings as needed.

6.0406 The LPDC shall develop its standards, by-laws, operating procedures, appeals process for any member whose individual professional development plan or whose execution of that plan is not approved by the LPDC in concert with guidelines issued by the Ohio Department of Education.

6.0407 The LPDC standards, by-laws, operating procedures, forms, etc., shall be submitted to the Board and the Association for comment prior to adoption.

6.0408 For any work outside the contractual workday, the rate of pay for teacher members shall be the rate of pay set forth in Section 12.0501 of the Collective Bargaining Agreement.

6.0409 A member who appeals an LPDC decision shall have the right, upon request, to an Association representative at any step of the appeal procedure.

6.05 MASTER/LEAD TEACHER PROGRAM

6.0501 Master/Lead Teacher Committee

A. The Board will implement a program to identify Master/Lead Teachers, in accordance with the guidelines promulgated by the Educator Standards Board and the Ohio Department of Education.

B. There will be a Master/Lead Teacher Committee consisting of five (5) appointees with three (3) members appointed by the Association and two (2) administrators selected by the Superintendent. The Association shall choose and appoint the teacher members of the committee. Those teachers selected to be committee members will have achieved National Board Certification and/or have attained the designation of Master/Lead Teacher through the committee's process wherever possible. The Superintendent or designee will choose and appoint the remaining committee members. Committee members shall serve a two year term.

C. The Master/Lead Teacher Committee will meet as necessary to develop its standards, operating procedures, by-laws, forms, etc., inform the members of its functions, review applications and complete all necessary paperwork to be in compliance with State of Ohio guidelines. Meetings will be scheduled at the convenience of the committee. The Committee shall determine its own appeals procedure. Such procedure and its results are not subject to the grievance and arbitration procedures outlined in this agreement.

D. The Master/Lead Teacher Committee will submit its standards, by-laws, operating procedures, forms, etc. to the Board and to the Association for comment prior to adoption.

E. The rate of pay for Association members of the Master/Lead Teacher Committee for work outside the regular contract day shall be the contractual hourly rate of pay for bargaining unit members in accordance with Article XII, Section 12.0501.

6.0502 Master/Lead Teacher Applicants

A. The application process to be designated a Master/Lead Teacher will be strictly voluntary. An applicant who has completed a credible application but is not successful and is not designated a Master/Lead Teacher will not suffer any negative consequence in his or her appraisal or any other employment related matter.

B. In accordance with the guidelines of the State of Ohio, in order to qualify to submit an application to be a Master/Lead Teacher, the employee must:

1. hold a valid professional license or certificate
2. have taught a minimum of seven (7) years
3. work a minimum of one hundred twenty (120) contract days during the school year

4. work under a teaching contract/employed as a teacher

C. An applicant who is successful and is designated a Master/Lead Teacher will receive a one time stipend of $750.00 the year of the initial designation and an additional stipend of $750.00 upon each five (5) year renewal.

ARTICLE VII:

INDIVIDUAL EMPLOYEE EMPLOYMENT CONTRACTS

7.01 GENERAL

7.0101 All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample. The criminal record check will be conducted in the manner prescribed by law.

7.0102 The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis. If the results of the criminal record check are unsatisfactory, the applicant who was conditionally employed will be immediately and summarily dismissed.

7.0103 All individual employee employment contracts between the Board and its employees shall be in writing and signed by the employee, the Board's Treasurer and the Board's President and shall be subject to and subordinate to all the terms and conditions of this Agreement which shall take precedence over and control any and all individual employee employment contracts and any prior policies or practices of the Board.

7.02 INDIVIDUAL EMPLOYEE LIMITED CONTRACTS

7.0201 Employees holding a resident educator license or one of a higher grade that meets the required teaching standards, shall be awarded individual employment contracts in accordance with the following sequence:

A. First year of continuous employment – one (1) year contract;

B. Second year of continuous employment – one (1) year contract;

C. Third year of continuous employment – one (1) year contract;

D. Fourth year of continuous employment – one (1) year contract.

E. Fifth year of continuous employment – five (5) year contract.

7.03 INDIVIDUAL EMPLOYEE CONTINUING CONTRACTS

7.0301 All individual employee continuing contracts will continue in effect until the employee resigns, elects to retire, or until the continuing contract is terminated or suspended for just cause or for reasons set forth in this Agreement or in any provision of the Ohio Revised Code.

7.0302 The requirements for an individual continuing contract shall be in accordance with Ohio law. An employee who has met all qualifications and/or requirements for a continuing contract shall provide a written request for continuing contract status (Appendix Q) to his or her immediate supervisor, with a copy to the Executive Director of Human Resources, on or before September 15 of the school year during which the request for continuing contract status is to be considered. Documentation that all requirements have been met must be on file with the Executive Director of Human Resources by April 1 of the same school year. Employees who have complied with the above requirements will be considered by the Board for a continuing contract during the term of a limited contract, and if the continuing contract is not granted at the Board's sole discretion, the terms of the limited contract will continue without interruption, as if there had been no request for a continuing contract. Disputes concerning the Board's decision not to issue an individual continuing contract shall be subject to the provisions of the Ohio Revised Code, but shall not be subject to the grievance and arbitration procedure of this Agreement.

7.04 INDIVIDUAL EMPLOYEE SUPPLEMENTAL LIMITED CONTRACTS

Employees who agree to perform a supplemental duty which may or may not be in addition to the employee's normal or regular duties, shall be issued an individual employee supplemental limited contract that shall be limited to a specified length of time unless earlier suspended or terminated for just cause or for reasons set forth in this Agreement or in any provision of the Ohio Revised Code. Disputes concerning the suspension pending termination or termination of an individual employee supplemental limited contract shall be subject to the provisions of the Ohio Revised Code but shall not be subject to the grievance and arbitration procedure of this Agreement. All supplemental contracts expire annually without notice of nonrenewal.

7.05 SUSPENSION/TERMINATION OF INDIVIDUAL EMPLOYEE CONTRACTS

Termination of individual employee contracts and suspension pending Board action to terminate individual employee contracts shall be in accordance with the procedures set forth in the Ohio Revised Code.

7.06 EMPLOYEE DISCIPLINE

7.0601 Discipline and suspension for disciplinary reasons other than pending termination of an individual employee contract shall be for just cause or for reasons set forth in this Agreement or in any provision of the Ohio Revised Code, and such action(s) shall be subject to the grievance and arbitration procedure of this Agreement.

A. The Board's right to suspend, discipline, demote or discharge an employee for just cause, consistent with the provisions of Article III, will generally involve application of progressive disciplinary action: oral reprimand, written reprimand, unpaid suspension of 1-3 days, unpaid suspension of more than 3 days, and termination.

B. A supervisor's note memorializing any oral reprimand and/or any written reprimand will be placed in the employee's personnel file with a copy of the same provided to the employee. All such memoranda shall clearly identify the writing as either an "oral reprimand" or a "written reprimand."

C. The principles of progressive discipline will not be applicable to an employee's gross and/or criminal misconduct.

7.0602 An employee shall be entitled to Association representation at any disciplinary conference.

7.0603 The Board will notify the affected employee of any report made pursuant to the requirements of R.C. 3319.313.

7.07 NONRENEWAL OF INDIVIDUAL EMPLOYEE LIMITED CONTRACTS

Except for those individuals employed as long-term substitute teachers who are placed on a regular limited contract after October 1, nonrenewal of individual employee limited contracts shall be based only on performance deficiencies as documented in the employee job performance evaluation, Article VIII, of this Agreement. The employee shall be given the opportunity to correct any documented teaching deficiencies. The employee's appraiser will inform the employee of any recommendation for non-renewal no later than the first day in May. The Board will provide written notice of its intention not to renew the employee's contract no later than June 1.

In the case of an individual employed as a long-term substitute teacher who is placed on a regular limited contract he/she may be nonrenewed without performance evaluations and/or documented performance deficiencies. However, the written notice of nonrenewal shall be given to the long-term substitute teacher on or before **June 1.** This provision is intended to supersede ORC 3319.11 and 3319.111 and any contrary provisions in this Agreement.

ARTICLE VIII:

JOB PERFORMANCE

8.01 EMPLOYEE JOB PERFORMANCE EVALUATION

8.0101 EVALUATIONS

The Danielson Framework for Teaching shall be used for evaluating members who are not required to be evaluated according to Ohio Revised Code, Sections 3319.111 and 3319.112. Bargaining Unit Members who do not instruct students at least 50% of their work time and/or members who are not licensed through the Ohio Department of Education as teachers will be evaluated using the Danielson Framework for Teaching 2nd Edition rubrics. General provisions of the evaluation procedure shall include the following:

A. Orientation of staff shall be:

1. Between the start of school and October 1. District administration shall hold an orientation meeting which is mandatory for each employee with the exception of any teacher who has attained a rating of Accomplished or Skilled the previous year, and who, therefore, is not being evaluated. At this orientation meeting each employee will be oriented to procedures, process, criteria, instruments and the evaluation timetable. An employee's failure to attend the orientation shall not impede a non renewal decision.
2. The orientation meeting will be offered during paid time such as a professional development day. All new employees and the Association President will receive copies of any board adopted materials which become the basis for the evaluation.
3. At the orientation meeting, employees will receive instructions on how to access all forms.

B. An employee who is asked to attend a formal classroom observation post conference or job performance evaluation conference shall have the right to have a representative of his/her own choosing present at the conference.

C. All formal classroom observations of employees by the Board's appraiser for the purpose of job performance appraisals shall be conducted with the full knowledge of the employee. An initial conference initiates the evaluation process with a dialogue between the evaluator and the teacher regarding the priorities for the approaching school year. Employees must be given advance written or electronic notification of at least three (3) workdays by the supervisor conducting the pre-conference. One formal observation may be unannounced and without notice. The

balance of formal observations will be announced. Employees shall have a minimum of three (3) days after an unannounced observation to have their OTES evaluation completed.

D. A minimum of three (3) formal classroom observations by the Board's appraiser(s) for an employee's job performance appraisal shall be conducted in an employee's first year of employment in the district, in any year in which the employee will be considered for a continuing contract, and in any year in which the employee is non renewed or terminated for performance reasons. The first formal classroom observation shall be conducted by October 31, the second formal classroom observation shall be conducted by February 1, and the third formal classroom observation shall be conducted by March 31.

1. Lesson or unit objective(s)
2. Prior learning experiences of the students
3. Characteristics of the learners/learning environment
4. Instructional strategies that will be used to meet learning objectives
5. Student activities and materials
6. Differentiation based on needs of students
7. Assessment (data) collected to demonstrate student learning

E. All formal classroom observations of employees by Board appraisers shall be for no less than thirty (30) consecutive minutes. When announced observations are canceled by the Administration, employees will not be required to redo their pre conference form for a lesson. However, when a teacher cancels due to absence, the observation becomes an additional unannounced observation.

No employee shall be observed more than once in a study skills class.

F. An employee and the Board's appraiser shall meet to discuss the results of the formal classroom observation within seven (7) workdays after the formal classroom observation has been completed, unless extraordinary conditions require a reasonable extension of these time limits. The Administration shall give the employee written or electronic notification at least three (3) workdays prior to the date of the post conference.

G. Written records of all formal classroom observations shall be provided by the Board's appraiser to the employee and a copy will be placed in the employee's personnel file. The employee will be given completed copies of the formal classroom observation report within seven

(7) workdays after the formal classroom observation, unless extraordinary conditions require a reasonable extension of these time limits.

H. The final summative evaluation conference must be held prior to May 1 of the appraisal year, unless extraordinary conditions require a reasonable extension of these time limits. As a part of the final summative evaluation, each teacher will be assigned a rating of Accomplished, Skilled, Developing, or Ineffective.

I. Each employee is expected to meet District standards of performance in the major categories of planning and preparation, classroom environment, instruction and assessment, and professional responsibility, which will be illustrated in the rubric/interpretive guide. In some instances, it may be judged by the Board that the employee, although not rendering fully satisfactory performance, has evidenced sufficient initiative, cooperation and growth to merit the opportunity of a "second chance." This alternative is especially in order if the employee has been in an assignment which may not have presented a reasonable opportunity for success. If it is determined that District standards are not met by an employee, documentation based upon performance in the current school year is required. Diagnosis and prescription for remediation must accompany the documentation, all of which shall be recorded on the official personnel file copy of the appraisal conference record and the performance improvement plan. The employee will have an opportunity to provide input toward the content of the prescription**.**

J. Walkthroughs will be a part of the formal evaluation process. A walkthrough is defined as a brief classroom visit by a Board employed credentialed administrative evaluator of approximately ten (10) minutes. If more than one (1) evaluator is involved in the walkthrough and each provides feedback, each feedback form counts as one (1) walkthrough. During these visits, the evaluator will look for specific instructional standards which are a part of the evaluation rubric. It is understood that not every standard will be seen on every visit. Employees will receive written feedback for official walkthroughs either electronically or on paper within forty-eight (48) hours of the walkthrough unless extraordinary circumstances require a reasonable extension of this time. Employees can expect two (2) to four (4) walkthroughs completed as a part of the evaluation process, with a maximum of ten (10) walkthroughs under normal circumstances. Evaluators may perform additional walkthroughs under the following circumstances:

1. During the employee's first four years of employment with Winton woods City Schools;
2. During the year a member is under consideration for a continuing contract;
3. During a year that a member is on an improvement plan.

4. Upon request of the teacher.

K. An employee may include or attach additional written statements within three (3) months to the final summative evaluation or any other job performance evaluation record and the Board's appraiser may be asked to sign such statements to acknowledge examination and receipt of same.

L. The employee and the Board's evaluator shall sign the official file copy of the final summative evaluation at the time of the conference to indicate they have both examined and discussed the contents of the evaluation.

M. A copy of the official file copy of each evaluation conference record shall be provided to each employee. The original copy shall be kept in the employee's personnel file and be made available for examination by the employee upon prior request.

N. All employees shall be evaluated in accordance with this Agreement. If an employee who is in the final year of an individual limited contract is unavailable for observation, evaluation and/or conferences due to the employee's extended and/or repeated absences such that the Board is unable to meet observations, evaluation or conference timelines, the Board may issue said employee a one-year limited contract of employment without additional notice and such contract will not be considered an extended limited contract under Section 3319.11 of the Ohio Revised Code.

8.0103 Procedural violations of this Article are subject to the grievance and arbitration procedure of this Agreement. All employee job performance appraisals and the results thereof shall not be considered disciplinary actions and shall not be subject to the grievance or arbitration procedure of this Agreement. However, the Board and the Association agree that if the Association grieves a disciplinary action, a related notation or rating on the employee's performance appraisal may be grieved as a part of the same grievance, or on a separate grievance, if the disciplinary grievance is successful.

8.02 MENTOR TEACHER PROGRAM

8.0201 Purpose

Mentor Teacher Program is a program of support provided by the Winton Woods City School District to meet the unique needs of individuals in the first two years of employment under a teaching or educational personnel license. A facilitator will also be provided for any employee taking the Resident Educator Summative Assessment.

8.0202 Definitions

A. Mentor Teacher: a person assigned to provide professional support to an individual in the first year of employment under a classroom teaching license or an educational personnel license.

B. Resident Educator: a teacher entering the teaching profession for the first time holding a resident educator license or a two year provisional license.

C. RESA Facilitator a person to provide professional support to an individual registered for RESA.

8.0203 Selection Criteria for Mentor Teachers

A. All mentors must successfully complete mandatory mentor training as required by the Ohio Department of Education.

B. The mentor teacher must have a minimum of three (3) years of teaching experience in the district.

C. The mentor teacher must have demonstrated good to excellent teaching performance on evaluations conducted by the Winton Woods City Schools.

D. The mentor teacher must hold a valid teaching or educational personnel certificate/license. The Superintendent's designee will match mentor and resident educator. He/She will endeavor to assign a mentor who is currently teaching in the same area of certification/licensure or who has past experience in that area. It is most beneficial when the mentor and the resident educator are assigned to the same building. Other factors to be taken into consideration are:

(1) grade level/subject area
(2) experience
(3) gender
(4) Interpersonal skills
(5) Schedules of the Mentor and Resident Educator

8.0204 Selection Process

Mentor assignment shall not be made until staffing requirements have been met and new teachers identified by building assignment.

8.0205 Program Design

A. The mentor teacher will conference with the new staff member before or after school at least one (1) hour per week on a flexible schedule.

B. A substitute teacher will be provided to release the mentor from teaching duties for the equivalent of two (2) one-half (1/2) day periods per month, September through May, to observe and conference with the new teacher during the school day.

C. Mentors shall not serve as evaluators of teaching performance, but as counselors and advisors.

D. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded as confidential. Any violation of this tenet by a mentor teacher shall constitute grounds for immediate removal from their role as a mentor teacher. This does not preclude the completion of forms by the mentor for the Superintendent's designee. Forms shall include such data as meeting times, length of session, topics, and suggestions for entry-year program improvement.

E. The Resident Educator Program shall be consistent with state requirements.

8.0206 Assignment/Compensation

A. Mentor teachers shall be assigned from the teaching staff at each school where a resident educator is assigned, whenever possible.
B. A mentor teacher shall be assigned one (1) Resident Educator. Mentor teachers shall be compensated at the following annual rates based upon experience and mentor training under a supplemental contract if assigned. When necessary, a Mentor may be assigned two Resident Educators.

Resident Educator Mentors
(1) Year 1 Resident Educator: $1,500.00 per Resident Educator
(2) Year 2 Resident Educator: $ 1,500.00 per Resident Educator
(3) Resident Educator Summative Assessment(RESA) Facilitator(up to ten Resident Educators). $500.00

C. The Superintendent or designee will endeavor to assign a RESA Facilitator to each building who is not also a Mentor for a Resident Educator who is registered for RESA. A Facilitator may be assigned up to ten Resident Educators.

D. The Board will endeavor to pair new teachers to the District with a veteran teacher to assist with on-boarding. Each principal shall be allotted three hundred dollars ($300) for every veteran teacher who is paired with a teacher new to the district, to assist with on-boarding.

8.0207 Mentor Orientation

Prior to working with Resident Educators, mentors shall be provided an orientation to their responsibilities by the Superintendent's designee. Mandatory training will be held where training in knowledge and skills necessary to perform mentoring will be offered at the state level. Provision will also be made for required follow-up reporting of mentor activities. The mentor teacher shall keep a log of all classroom visits and consultations, submitting the same to the Superintendent's designee upon request and at the conclusion of the school year, as justification for compensation.

8.02 The Board and the Association understand that peer mentors may be assigned to teachers who have been placed on performance review. Such peer mentors shall be compensated at a rate of $300.00.

ARTICLE IX:
REDUCTION IN FORCE

9.01 If it becomes necessary for the Board to reduce the number of employees due to declining enrollment, discontinuance or reduction of a program or teaching area, return to duty of employee(s) on leave, consolidation of the school district with one or more other districts, or financial reasons, the procedures set forth in this Article shall govern the reduction in force where Ohio law allows, and ORC 3319.17 shall govern where required by Ohio law. The Board, in its sole and exclusive discretion, shall determine in which types of employee certifications/licenses the reduction in force shall occur and the number of employees to be reduced in each type of certification/licensure. The terms —certification/licensurell as applied to elementary staff (Pre-K – 6) means that all elementary classroom teachers will be placed on a single seniority list regardless of the type of elementary certification/licensure held. There will be no reduction in force for any reason, other than the return to duty of employee(s) on leave, until the issue has been publicly presented and discussed at a regular meeting of the Board, thereby providing the opportunity for input by the Association, and no formal action by the Board will take place until the following regular monthly Board meeting.

9.02 When there is a reduction in force, every effort will be made to reduce the number of active employees within the certification/licensure types to be reduced through attrition as the result of the resignations and retirements. If further reductions in the number of active employees within certification/licensure types are required, the Board on the Superintendent's recommendation will suspend without pay the individual employee contracts of those employees then actively working within the certification/licensure types to be reduced. Seniority, as defined in this Article, shall govern the reduction in force among the actively working employees within the certification/licensure type whose evaluations are comparable. Employees who receive overall summative rankings of Accomplished or Skilled shall be considered to have comparable evaluations. Employees on paid or unpaid leave of absence at the time of a reduction in force, who would have been suspended without pay had they been actively working shall be considered suspended without pay and not on a paid or unpaid leave of absence.

9.0201 Seniority is defined as the length of continuous full-time service of each employee from the date of most recent hire by the Board while under teacher certification/licensure and individual employment contract within the Winton Woods City School District. Casual substitute teaching shall not be considered continuous full-time service.

9.0202 For the purposes of this Contract, full-time employment will be defined as employment under an individual employment contract for one hundred twenty (120) to one hundred eighty-five (185) workdays.

Part-time employment will be defined as employment under an individual employment contract for less than one hundred twenty (120) workdays. Those full-time employees employed for less than four hundred forty (440) minutes per workday will accrue seniority on a prorated basis.

9.0203 Except as otherwise specified in this Agreement, periods of time while an employee is on an approved unpaid leave of absence shall not count toward continuous full-time service, however, such leaves of absence will not be considered a termination of employment. With respect to STRS, any period of leave counted as FMLA leave will be treated as continued service (i.e., no break in service) for purposes of vesting and eligibility to participate.

9.0204 Persons who are certificated/licensed and who are employed by the Board outside the bargaining unit shall have seniority from their most recent date of hire by the Board for purposes of this Article IX in the event they are transferred by the Board to the bargaining unit and shall be listed on the appropriate certification/licensure seniority lists for purposes of this Article IX and shall have all rights provided to employees by this Article IX

9.0205 Employees who retire, resign or otherwise terminate employment with the Board and who are then re-employed by the Board shall begin accumulating seniority from their most recent date of hire.

9.0206 In the case of identical seniority, the effective date of employment with the Board as indicated by the official Board hiring date will be used to resolve ties, except when documentation is available to indicate an employment commitment was made and a person was not recommended for hire at the next Board meeting due to scheduling or clerical problems. If official Board hiring dates are identical, the date and time of the employee signature on the employment commitment form will be used to determine seniority. Should all of the foregoing dates be identical, the employee with the most years of total service in education in the Winton Woods City School District shall be the employee with the most seniority. Should seniority dates still be identical, total service in education inside and outside the Winton Woods City School District shall be used to determine seniority. Substitute teaching and tutoring will not be considered as service in education inside or outside the Winton Woods City School District for seniority purposes.

9.0207 The Board shall compile a seniority list of employees with comparable evaluations for each certification/licensure type within a reasonable period of time for processing certification/licensure data after the data is received from each employee by October 15 of each school year. The names of employees who are certified/licensed for several certification/licensure types will appear on each such seniority list. Each

list will show whether or not the employee is actively working in the certification/licensure type for that school year. It is each employee's individual responsibility to notify the Board by October 15 of each school year of the types of certifications/licenses held and any changes in certification/licensure which the employee wants reflected on the current year's seniority lists. The Board must receive a copy of each certificate/license or endorsement within the time limits set forth herein and employees must complete any requested forms within the time limits set forth herein in order to be listed on the seniority list for a certification/licensure type. Any new certifications submitted after October 15 of any school year will place the person at the bottom of the certification/licensure type list for the remainder of that school year. In subsequent school years the employee will be placed on the certification/licensure type seniority list in order of seniority as determined herein**.**

9.03 Employees who are to be suspended without pay under this Article will be notified of the suspension by certified mail or hand delivery as soon as possible.

9.04 An employee notified of the suspension of his/her contract without pay under this Article while actively working within a particular certification/licensure type, may displace the least senior employee actively working in another certification/licensure type, within the category of comparable evaluation or a category containing employees with lower final summative ratings as defined in this Article, provided the displacing employee is properly certified/licensed to replace the displaced employee and the displacing employee's name appears on the previously established seniority list for the displaced employee's certification/licensure type. Employees with limited contracts within a category will be displaced before employees within that category with continuing contracts. No employee with a limited contract may displace an employee with a continuing contract within his or her category.

9.05 When an employee is notified that his or her contract is to be suspended for Reduction in Force, any displacement rights that employee has must be exercised as follows:

A. The displacing employee has 10 (ten) work days after receipt of notice of contract suspension to make the election of displacement by notifying the Director of Human Resources in writing.

B. The Director of Human Resources will give the employee identified for displacement written notice of displacement by certified mail or personal service and a copy to the WWTA President.

C. A displaced employee has 10 (ten) work days after notice of displacement to make the election of displacement by notifying the Director of Human Resources in writing.

9.06 A recall list of suspended employees will be maintained by seniority within the comparable evaluation category according to certification/licensure types on file in the Board's office. When there is a vacant position or new job opening to be filled, as determined by the Board within its sole and exclusive discretion, suspended employees who are certified/licensed to perform the work in that position will be recalled in the reverse order of reduction. Recall rights will be only to those types of certifications/licensures for which the suspended employee is duly certified/licensed. Notification of recall will be given by certified mail to the employee at the last address furnished to the Board or in person by hand delivery, except in those cases of emergency when a telephone call will be necessary, for example, in late August, after the opening of school, or in the event of an unexpected sudden vacancy.

9.07 A suspended employee who fails to respond to a written recall notice within ten (10) workdays after sending the notice of recall or within forty-eight (48) hours after personal notification by telephone will be deemed to have refused the position offered in the recall notice.

9.08 A suspended employee's name will remain on a recall list or lists for twenty-four (24) months after the effective date of a suspension unless the employee:

9.0801 Waives seniority recall rights in writing;

9.0802 Retires, resigns or otherwise terminates employment;

9.0803 Fails to accept recall to a position in the certification/licensure type held immediately prior to suspension or to a position in another certification/licensure type for which the employee is certified/licensed;

9.0804 After acceptance of recall, fails to report to work on the date specified in the recall notice, unless the employee is disabled and so notifies the Board's Superintendent or designee. A recalled employee who has secured employment elsewhere will be allowed a reasonable amount of time before being required to report to work provided the employee secures written agreement to that amount of time from the Board's Superintendent or designee. After an employee has been suspended for twenty-four (24) months his/her name will be removed from all recall lists and he/she shall not be eligible for recall and he/she shall be terminated from employment and all his/her employment contracts shall be terminated and he/she shall have no rights under this Agreement.

9.0805 When a part-time position, defined for the purposes of this Agreement as a position for less than four hundred and forty (440) minutes per day, is offered to a bargaining unit member who has been suspended

from a full-time position and is on the recall list the bargaining unit member may:

A. accept the part-time position but

(1) will remain on the recall list for the balance of the twenty-four (24) month period during which time the teacher will be offered an additional part-time position in his/her area of certification/licensure if it does not conflict with the teacher's current schedule with the Winton Woods City School District or place the teacher into overtime; and

(2) will be offered a full-time position in an appropriate area of certification/licensure if one becomes available during the summer between school years while the teacher is on the recall list.

4. reject the part-time position but

(1) will remain on the recall list for the balance of the twenty-four (24) month period during which time the teacher will be offered available part-time or full-time positions that may be available in the teacher's areas of certification/licensure; and

(2) will be offered any full-time position that was initially offered as a part-time position, however, this offer will occur only during the summer between school years while the teacher is on the recall list. If such an offer is made, the Board may suspend a teaching contract pursuant to Article IX.

9.0806 When a part-time or full-time position does not require a teaching certificate/license by law, the Board shall not be required to recall teachers from the recall list. However, if the Board decides to fill a non-certificated/licensed part-time position with a new teacher who also has duties related to a teaching certificate/license, the part-time position must first be offered to a teacher on the recall list.

9.0807 The operation of these paragraphs shall not expand the maximum amount of time that a teacher shall remain on the recall list after a suspension of contract.

9. 0808 If a full-time teacher on recall is offered a full-time position in an area of his/her certification/licensure, the teacher shall be removed from the recall list.

9.0809 If a part-time teacher on recall is offered a part-time or full-time position in an area of his/her certification/licensure, the teacher shall be removed from the recall list.

9.0810 An employee who is suspended will not be eligible for leaves of absence. The effective date of a suspension is the last day of work for the Board. A suspended employee may continue life, dental and medical plan benefits by paying the entire amount of all contributions and costs necessary to pay for such benefits and this option may be exercised only so long as payments are received by the date specified and in the manner specified by the Board's Treasurer, not to exceed a period of twenty-four (24) consecutive months from date of the employee's suspension, provided the employee is still on the recall list.

9.0811 After recall from suspension, an employee will receive only accumulated sick leave accrued up to the date of suspension. Upon recall from suspension, an employee will be placed on the salary schedule in accordance with years of service and training, but a recalled employee will not receive salary increment credit for the time while on suspension. Suspension time will not count toward any requirements for individual employee contract eligibility purposes or for years of continuous service for seniority purposes under this Article or any other purposes under this Agreement, but, suspension time will not be considered a termination of employment except as otherwise provided for herein.

9.0812 For purposes of reduction in force, all employees will be placed into categories using a rolling total score arrived at by adding the most recent three years of their final summative evaluation scores together.

Each year an employee is rated "Ineffective" he or she earns a score of 1.

Each year an employee is rated "Developing" he or she earns a score of 2.

Each year an employee is rated "Skilled" the employee earns a score of 3.

Each year an employee is rated "Accomplished" the employee earns a score of 4

Therefore, the highest possible total score is 12 and the lowest possible total score is 3.

Employees will be placed into categories as follows:

Category D consists of employees with a rolling total score of 3 but no more than 4.

Category C consists of employees with a rolling total score of more than 4 but no more than 7.

Category B consists of employees with a rolling total score of more than 7 but no more than 9.

Category A consists of employees with a rolling total score of more than 9 including 12.

Employees within category D within the affected area of licensure will be suspended first by seniority, with employees with limited contracts being suspended before employees with continuing contracts.

If this does not satisfy the needed reductions, employees within category C within the affected areas of licensure will be suspended next by seniority, with employees with limited contracts being suspended before employees with continuing contracts.

If this does not satisfy the needed reductions, the contracts of employees within category B within the affected areas of licensure will be suspended next by seniority, with employees with limited contracts being suspended before employees with continuing contracts.

If this does not satisfy the needed reductions, the contracts of employees within category A within the affected areas of licensure will be suspended next by seniority, with employees with limited contracts being suspended before employees with continuing contracts.

Employees new to the District will have a projected total score created using available Winton Woods' final summative ratings to compute the three year projected total score.

9.0813 The Association will be provided with a copy of the seniority list specified in Section 9.02~~3~~07 at the time it is produced. In addition, in the event a reduction in force is approved by the Board, the Association will be provided with a copy of a seniority list in seniority order within the categories of comparable evaluations, indicating all licenses or certificates held and the current position held by each employee.

9.0814 The content of this Article IX shall be in effect only so long as required by Ohio law. Should Ohio law no longer require reduction in force to be based upon performance, and allow seniority be used without regard to performance the parties will meet in accordance with Article XVIII, Section 18.0601 to bargain the effects of the changes in the law.

9.17 SUBCONTRACTING

9.1701 The Board agrees that subcontracting may not be used to replace a member of the bargaining unit or to fill a vacant bargaining unit position unless the Board is unable to fill the position with a newly hired employee who is deemed qualified by the Board. The Board will provide substantiating evidence to the Association as to any and all efforts made to locate a qualified employee prior to subcontracting the position.

9.1702 Subcontracting may not be used if it will result in the layoff of bargaining unit members.

ARTICLE X:

WORKING CONDITIONS

10.01 CONTRACT YEAR

10.0101 Full-time employees shall have an individual employment contract year of one hundred eighty-five (185) workdays, except that newly hired employees shall have an individual employment contract year of one hundred eighty-eight (188) workdays so they may attend additional in-service training on three (3) workdays prior to the start of the student's school year, and except that employees may enter into individual employee limited supplemental contracts which extend the number of their workdays beyond the number specified herein. Teachers shall be compensated for up to eight (8) hours of documented time spent prior to the beginning of the school year preparing his/her classroom for the school year, using the form Appendix U. This compensation shall be at an hourly rate determined by the number of total hours documented and the amount of available funds but not to exceed the negotiated hourly rate, require documentation of the time spent, and subject to the funds available under 10.0203 (B).

10.0102 When an entire building is closed and/or the entire staff relocated, the students in the affected building(s) will be dismissed from the last scheduled student day of the school year prior to the closing and/or relocation in order to facilitate the move. The affected employees will also be released from one-half (1/2) in-service day at the beginning of the school year to allow one-half (1/2) paid workday for relocating.

10.02 WORK WEEK AND WORKDAYS

10.0201 All scheduled work days shall be during the work week of Monday through Friday, exclusive of scheduled holidays, except that workdays may be scheduled by the Superintendent or designee on Saturdays and non-Sunday holidays in the event more than the number of calamity days allowed by statute have been exhausted or in order for the Board to meet any State minimum educational standards. The Board will endeavor to publish in advance such days on the Board adopted school calendar.

10.0202 The normal employee workday shall not exceed four hundred forty (440) minutes each workday, including a one-half (1/2) hour lunch period in which he/she shall not be required to perform any school activity except:

A. The normal workday may be lengthened by the Board or its designees, either no earlier than seventy (70) minutes prior to the beginning of the student day or no later than seventy (70) minutes after the end of the student day, for a total of nine (9) building faculty meetings in each school building during each school year for each employee, which will not exceed sixty (60) minutes per meeting**,** and which employees may be compelled to attend except if excused by the Board or its designees for just cause.

B. The normal workday for employees who have been employed by the Board for less than one (1) full individual employment contract year may be lengthened by the Board or its designees for five (5) in-service training meetings, which will not exceed sixty (60) minutes per meeting, and which employees may be compelled to attend except if excused by the Board or its designees for just cause.

C. The normal workday may be lengthened by the Board or its designee for open house and two (2) other similar meetings, which will not exceed two (2) hours and thirty (30) minutes each, and which employees may be compelled to attend except if excused by the Board or its designees for just cause. In case of employees assigned to multiple schools, required attendance shall not exceed two (2) hours and thirty (30) minutes for open house and two (2) hours and thirty (30) minutes for two (2) other similar meetings. Such meetings are in addition to conference nights as referenced in 10.0202, “G” (Exchange Days).

D. The normal workday may be lengthened by the Board or its designees for in-service meetings and grade level, department, subject area or employee team meetings not to exceed nine (9) meetings for each employee during each school year, seven (7) of

which will not exceed sixty (60) minutes per meeting, and the remaining two (2) meetings shall not exceed ninety (90) minutes per meeting, and which employees may be compelled to attend, except if excused by the Board or its designees for just cause.

E. The normal workday may be lengthened by the Board or its designees for student and/or parent conferences with employees when requested by a student and/or parent which employees may be compelled to attend except if excused by the Board or its designees for just cause, and such conferences shall be held at mutually agreed upon times immediately before or after the student day if possible or within seventy-two (72) hours of the employee being notified of the request.

F. The normal workday may be lengthened by the Board or its designee in the event unanticipated extenuating circumstances would jeopardize the health and/or safety of students and employees may be compelled to work during the lengthened workday except if excused by the Board or its designees for just cause.

G. The normal workday may be lengthened by the Board or its designees in the event an employee accepts additional duties under an individual limited supplemental employment contract. Employees shall have their workday extended twice a year for scheduled district wide parent/teacher conferences. These conferences are usually held once in the fall and once in the second semester. In return, teachers will not be required to report to work the Wednesday prior to Thanksgiving.

H. The normal workday may be lengthened by the Board or its designees by mutual agreement with any employee.

I. Employees shall have sixty (60) days notice prior to attendance at any compulsory before or after school event.

10.0203 A. Employees shall use the form attached hereto and made a part hereof as Appendix L, to keep a record of the amount of time, which is otherwise uncompensated, spent in meetings outside the normal workday which fall into one of the following categories:

(1) E.T.M. – Evaluation Team Meeting
(2) 504 – Section 504 of the Rehabilitation Act
(3) IEP – Individual Education Program
(4) Program Review
(5) RTI-Response to Intervention Team

(6) CIP – Continuous Improvement Plan, including High Schools That Work (limited to two (2) hours per month)
(7) Parent Initiated conferences arranged through the school office
(8) Manifestation Meeting
(9) Financial Aid Night (Payable only to Counselors)
(10) Post-Secondary Options Night (Payable only to Counselors)
(11) College Fair (Payable only to Counselors)
(12) Fall College Meeting for Seniors (Payable only to Counselors)
(13) Freshman Orientation (Payable only to Counselors)
(14) Extra Scheduling Night (Payable only to Counselors)
(15) Senior Honors Night (Payable only to Counselors)
(16) Eighth Grade Parent Night (Payable only to Counselors)
(17) Night of Freedom and/or Fine Arts Fair (payable as defined in 10.0202)

B. The amount of $22,500 will be available to compensate employees attending the meetings on 10.0203(A) outside of the normal employee workday and the time documented under 10.0101. One-third (1/3) of the available money will be used for 10.0203 (A) and two-thirds (2/3) of the money for 10.0101.

C. In each school year of this Agreement, the applicable amount will be reported and paid in two (2) installments. The first installment report (Appendix L) will reflect time spent in those meetings listed in section 10.0203 (A) that are outside of the normal employee workday through March 15 of the school year. This report is to be submitted by March 22 to the building principal (or supervisor, if not assigned to one building) and shall reflect the time in increments of fifteen (15) minutes. The second installment report (Appendix L) will reflect time spent in those meetings listed in section 10.0203 that are outside of the normal employee workday through the last teacher workday of the school year. After receiving each report, the principal or supervisor shall forward the information submitted to the treasurer’s office for payment. Payment based upon the first installment report shall occur in the month of April. Payment based upon the second installment report shall occur by August 15 of that year.

D. Employees (classroom teachers and counselors) who have time reports submitted that reflect in excess of four (4) uncompensated hours spent in the meetings listed in 10.0203(A) outside the normal workday shall be paid $16.00 per hour for every hour in excess of four (4) hours. If the aggregate amount to be paid exceeds the amount set aside for that year, as specified in 10.0203(B), the total number of hours to be paid will be divided by the total funds set

aside, to arrive at a rate per hour that will be paid uniformly for all excess hours. In no case will the total of all payments exceed the total amount set aside for this purpose.

10.0204 If the Board or its designee close a school on a normal employee workday, affected employees will receive pay for the day the school is closed, and if the Board or its designees delay the start of a normal employee workday, affected employees will receive pay for the period of the delay, but in no event shall employees receive pay for, nor be required to work in excess of, one hundred eighty-five (185) workdays in any individual employment contract year or, for newly hired employees, in no event shall they receive pay for, nor be required to work in excess of, one hundred eighty-eight (188) workdays in an individual employment contract year, except that any employee may work in excess of said workdays under any individual employee limited supplemental employment contract.

10.0205 After an employee reports to work at the start of his/her workday, no employee shall leave his/her school building before the end of the employee's workday without the specific authorization of the employee's immediate supervisor or designee, except employees may leave the school building during their one-half (1/2) hour lunch periods after giving notice of leaving to their immediate supervisor or designee. The schedule for each full-time employee shall include thirty (30) minutes of duty-free lunch during each workday.

10.0206 Classroom observations by non-administrative personnel must be scheduled in advance with the bargaining unit member for visits over 15 minutes. The observations will be scheduled with a minimum of twenty-four (24) hours notice; provided, however, the notice can be waived if the bargaining unit members so choose. All non-administrative personnel shall complete a "Request for Classroom Observation Form" (Appendix O) and comply with the administrative guidelines for the Conduct of Visitors to School Property; available from the office of the Executive Director of Human Resources.

10.0207 The Board will grant one full unencumbered day for record keeping at the end of the school year. Additionally, the Board will grant two one-half days (three hours and twenty-five minutes) each of unencumbered record keeping time. Grades will not be due before the conclusion of the record keeping time. Teachers will be granted one unencumbered Virtual Records Day for each quarter for a total of four (4) per school year.

10.0208 The Board may require employees to attend professional development outside of the contract year/work day without pay so long as a minimum of one month's notice provided in advance of the professional development; the Board assumes the registration cost, if any, for the professional

development; the professional development is required in order for the employee to perform his/her job satisfactorily. Employees shall be held responsible for the content covered in any required professional development regardless of whether the employee attended the professional development or not so long as the above criterion is met. The Board shall limit professional development outside of the contract/year to two days per year.

10.0209 An employee who consistently misses/demonstrates a pattern of absences on professional development days may be subject to discipline.

10.0210 There shall be an hour paid lunch provided to each bargaining unit member during any District sponsored full professional development day during the contract year. Exceptions may occasionally occur (e.g., trainer availability requires a shorter break).

10.0211 When a professional development day is held at the District's separate buildings respectively, the time for training shall be the normal start time for each building. If a professional development day includes the District's buildings together, the start of the day will be 8:00 a.m. to 3:20 p.m., with a one-hour lunch time extended work day.

10.03 PLANNING PERIODS

10.0301 Under the current seven (7) hour student day, the schedule for each full-time elementary school classroom employee (an employee assigned to a building serving students in any configuration of grades Pre-K through 6) shall include two hundred and forty-five (245) minutes during the and during the student day for employee planning periods as scheduled by the employees' immediate supervisor or designee, except when unusual circumstances necessitate not scheduling that day's planning period**.** **"**Unusual circumstances" does not mean situations that reoccur with some regularity and/or are known well in advance such as field days, assemblies, shortened days, or district-wide professional development. Planning periods may be used to proctor/administer required assessments to students. In the event that it becomes necessary to use teacher planning time for more than one school week in order to administer required assessments, Administration will schedule make up planning time as soon as practical (e.g., during student exam period). Art, music and physical education employees traveling between school buildings during the same workday may have their planning periods scheduled at the beginning or end of their workday. The Association acknowledges that during days with a late start, early release, waiver days, or other district-wide professional development days, planning periods may be shortened, based on an equitable schedule.

10.0302 The schedule for each full-time middle and secondary school classroom employee shall include one (1) employee planning period (equivalent to the length of one [1] class period scheduled that day) during the employee work day as scheduled by the employee's immediate supervisor or designee, except when unusual circumstances necessitate not scheduling that day's planning period, and except art, music and physical education employees traveling between school buildings during the same workday may have their planning periods scheduled at the beginning or end of their workday.

10.0303 Conferences with parents of students arranged by counselors or administrative staff during employee planning periods shall only be scheduled after consultation with the employee. Conferences shall be scheduled with twenty-four (24) hours notice unless there is mutual agreement to hold the requested conference earlier.

10.0304 Employees shall use their planning periods for preparation of their classroom teaching time, Board required recordkeeping time, and meetings with parents of students or students and grading students' performance and such other school related work as may be assigned or approved by the employee's immediate supervisor or designee. The Board and/or Administration shall endeavor to provide a teacher twenty-four (24) hours notice for "other school related work" assignments. Planning periods may be used to proctor/administer required assessments to students. In the event that it becomes necessary to use teacher planning time for more than one school week in order to administer required assessments, Administration will schedule make up planning time as soon as practical (e.g., during student exam period).

10.0305 Teachers may volunteer to substitute during their planning period, and they will be paid the contractual hourly rate if they volunteer. The minimum payment will be one (1) hour's pay at the contractual hourly rate. If schedules change so that daily planning time exceeds a one (1) hour period, a teacher who substitutes during a planning period of between one (1) and one and one half (1 ½) hours will receive one and one half (1 ½) hour's pay, and the teacher who substitutes during a planning period of between one and one half (1 ½) and two (2) hours will receive two (2) hours pay.

For employees who receive additional students due to another teacher's absence, these members shall receive internal substitution pay at the daily rate divided by the number of teachers receiving students. This proposal shall only apply to K-2. The internal sub pay shall only be paid if a teacher receives three (3) or more students. Said teacher shall be paid twenty-five dollars ($25) for half the day (3.5 hours) or fifty dollars ($50) for the whole day. These payments are per teacher.

All co-teaching 7-12 teaching positions shall be covered by arranging for a qualified substitute in their absence. If a sub cannot be secured, the teachers will be covered using the procedures outlined above for Internal Subbing. If a sub still cannot be secured, co-teachers who cover for 5 bells or more on a given day shall be compensated at a rate of $100 per day.

10.04 COMPLAINTS ABOUT EMPLOYEES

In the event a complaint is lodged against an employee, the employee will be provided timely notice of the complaint. An employee who is the subject of a complaint from an individual or group of individuals outside the employment of the Board may request a conference with Management and/or the person who received said complaint and the individual or group of individuals filing said complaint. When a complaint is lodged and the complainant(s) refuse(s) to talk with the employee, the complaint will not go into the employee's personnel file unless the principal has substantiated the complaint through other investigative activities. The employee will be provided written notice of Management's intent to place said complaint in the personnel file prior to placement. An employee has the right to Association representation at a conference with an individual or group of individuals to discuss said complaint.

10.05 SCHOOL CALENDAR

10.0501 The Superintendent and/or designee shall consult with the Association President and Association representatives prior to developing the school calendar and prior to modifying an existing school calendar. The Association may make written or oral comments to the Superintendent or make a presentation to the Board at the time the Superintendent's school calendar recommendation is presented to the Board for decision.

10.0502 Prior to the adoption of (a) school calendar(s), the Superintendent or designee shall send copies of possible school calendar(s) recommendations and alternatives for the succeeding school year to the Association President for input.

10.0503 The Superintendent will attempt to make a recommendation to the Board for a school calendar for the succeeding school year at the Board's regularly scheduled February meeting.

10.0504 The district shall provide a written rationale for specific decisions regarding the school calendar upon receiving a written request from the association.

10.06 PERSONNEL FILES

10.0601 All employee personnel files are available and open to employees. These files include the central office personnel file and the personnel file in the building principal's office.

10.0602 An employee shall have the right to view the contents of his/her personnel file at the central office with the exception of pre-employment information, specifically references. Requests to view the central office file shall be made to the office of Human Resources. The central office file will be reviewed in the presence of a Board administrator or designee. A request to view the personnel file in the building shall be made to the building principal or designee and will be reviewed in the presence of the building principal or designee.

10.0603 Administrators will provide employees with copies of items in the personnel files upon request, within a reasonable length of time.

10.0604 An employee will be notified of items placed in the personnel file(s) that pertain to the employee's performance and/or employment status. Formal appraisal instruments and any records of reprimands placed in the employee's personnel file shall be with the knowledge of the employee who shall signify such knowledge by signing the document. An employee may place in his/her personnel file anecdotal records, rebuttal or supporting information at the same time the original material is placed in his/her personnel file or at a later time; if a reply, said reply shall be attached to the corresponding original material. Anonymous letters and/or material shall not be placed in an employee's personnel file nor shall such letters and/or material be made a matter of record.

10.0605 All employees shall be provided with rights and privileges in accordance with the Ohio Revised Code 1347.

10.07 EXISTING PERMANENT VACANCIES AND NEWLY ESTABLISHED POSITIONS

10.0701 During the students' school year, a notice of a newly established permanent position or a permanent vacancy in an existing position requiring certification, including positions not within the bargaining unit as defined in Section 1.02 of this Agreement, shall be posted **electronically** for at least five (5) working days prior to filling the position.

10.0702 Employees must file professional interest forms to be considered for any newly established permanent position and any permanent vacancy in an existing position no later than five (5) working days after the position is posted in accordance with Section 10.0701 above. The office of Human Resources will acknowledge receipt of professional interest forms.

10.0703 The Executive Director of Human Resources will attempt to notify all employees who have a professional interest form on file for a permanent

vacancy or permanent newly established vacancy when the position becomes open during the summer months by email five (5) calendar days prior to the position being filled so the employees may request an interview.

10.0704 The Executive Director of Human Resources shall give consideration to every employee who completes a professional interest form for any existing permanent vacancies or newly established permanent positions. Any employee may request an interview. However, any employee who has been involuntarily transferred due to a consolidation or school closing will be interviewed. Each considered employee will be told the results of the selection process as it relates to his/her own candidacy for any permanent existing vacancy or newly established permanent position.

10.0705 An employee may express an interest in possible future newly established permanent positions or permanent vacancies in existing positions by submitting a professional interest form specifying the area of interest when the title of a possible position or vacancy is not known.

10.08 SAFETY AND HEALTH

10.0801 The Board shall provide employees with a safe and healthy place to work in accordance with applicable law, including OAC 3301-35-05(B) (5). The parties agree that any allegations regarding health or safety issues shall be handled in the following manner:

A. In an effort to resolve all complaints internally, the Board and/or Administration will first be notified of any complaint and have at least five (5) business days to resolve the complaint.

B. If the complaint has not been satisfactorily resolved after the initial five (5) day period, the Association or an individual bargaining unit member may file a complaint with the Ohio Department of Industrial Relations.

C. Any bargaining unit member who reasonably believes a condition presents an imminent danger of death or serious harm to the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected. If the bargaining unit member continues to be assigned to work under such conditions, the bargaining unit member may refuse to work under Section 4167.06 of the Ohio Revised Code.

D. A bargaining unit member who wishes to assert a claim of discrimination/discharge as defined in Chapter 4167.13 of the Ohio

Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

10.0802 Any concerns regarding the classroom/building physical environment or cleanliness should be put in writing on the appropriate form to the building principal. (See Appendix P.) The principal/designees in turn will write a work order in a reasonable amount of time, if appropriate, for building repairs or relay to the Executive Director of Accountability and Business Affairs other areas of concern.

10.0803 If there is no electricity or water in a building for over sixty (60) minutes and there is no indication that the condition will be resolved, the emergency dismissal procedures shall be followed.

10.0804 The concerns of the staff about room temperatures in the various classrooms will be addressed by the Board-Association Committee.

10.0805 The Board shall establish consistent District procedures for emergency/crisis situations. The administration shall annually review these procedures with employees and provide a copy to each employee at the opening staff meeting in each building.

10.09 TEACHER EDUCATION STUDENTS

Teacher education students shall be assigned by the Executive Director of Human Resources to approved and qualified employee volunteers. Failure to volunteer for teacher education students shall not be a reason for a negative evaluation of an employee. All written information regarding university/college expectations for teacher education students' activities that is available to the Board will be provided to all employees to assist them in deciding whether to volunteer for the assignment of a teacher education student.

10.10 STUDENT HEALTH RECORDS

The Board shall provide employees with a list of students in their building(s) with known special medical problems by October 15. The Board's student medical records along with emergency medical procedures, if any, shall be provided for affected employees on a need-to-know basis, and employees shall hold all information in a student's medical records in confidence.

10.13 CLASS SIZE

10.1301 In Preschool, the classes shall not exceed the state maximum number for students in a classroom. In Kindergarten, the classes shall not exceed twenty-three (23). In Grades 1 through 6, if a grade level in one (1) building exceeds multiples of the numbers listed below, each teacher who

is assigned a class that exceeds the appropriate number of students will be compensated in accordance with Section 10.1303 D. below.

Grades 1 and 2	24
Grades 3, 4, 5 and 6	29

A. This determination shall occur at the end of the first two (2) weeks of each semester.

B. Class size at any grade level (1 through 6) in any building will not exceed multiples of thirty (30) unless the affected teacher requests additional students.

C. Students who are listed on an elementary teacher's (a teacher in a building serving students in any configuration of grades Pre-K through 6) roster but not physically in the class for any instruction shall not be included in the class size count.

10.1302 In the secondary schools (grades 7 through 12), the Board will endeavor to maintain a maximum of thirty (30) students per class.

10.1303 Nothing contained in 10.1301 and 10.1302 shall apply to special education, music, physical education and health classes. Music, Physical Education classes shall not exceed a total classload of 195 students. If class size exceeds the contractual limit and other options are not available to remedy the overage, at the option of the affected teacher(s) at the end of the first two (2) weeks of each semester, Administration shall advertise to hire additional staff by the end of the business day. In addition:

A. Administration shall have thirty school days from the end of the first two weeks of each semester to hire additional staff.

B. The Association shall hold the Board harmless for any class size overages that occur during this time frame so long as the Board acts in good faith to remedy the situation.

C. The Association President shall be given weekly updates of the status of efforts to address class size overages.

D. If additional staff is not hired after the thirty school day grace period and class size continues to exceed the contractual limit, affected teachers shall be paid retroactive to the end of the first two weeks of the semester while Administration actively continues to remedy the overage. The rate of compensation shall be as follows:

per diem/per minute rate x number of actual classroom time x teaching days (excluding sick

leave/personal leave days in excess of ten (10) consecutive days) divided by number of students in 10.1301 x number of students included in the overage.

E. The Association and Administration agree there shall be no compensation due if class size overage(s) occur(s) after the end of the first two weeks of each semester. However, the Board will endeavor to remedy any class size overages which occur after the first two weeks of each semester consistent with the best interest of students.

F. Any compensation due to teachers will be paid at the end of the semester.

10.1304 The concerns of employees about supervising students in excess of their normal assignment shall be addressed by the Board-Association Committee.

10.1305 The Board-Association Committee shall address the issue of class sizes where the class size in music, physical education and health classes exceed the endeavored class size number, or where special education resource rooms exceed the numbers in the Operating Standards for Ohio Schools Service Children with Disabilities.

10.1306 In the high school and middle school (grades 7 through 12), all employees may be required to teach six (6) bells per day so long as the total academic class load does not exceed one hundred and fifty-six (156) students in an eight (8) bell day. Administration shall endeavor to limit class size to twenty-seven (27) students per bell. Administration will limit class size to thirty-five students per teacher in health, wellness, physical education and music classes. State limits are in effect for special education classes.

E. No teacher teaching six (6) bells shall have more than three (3) preps per day.
F. After school help sessions do not qualify as a “teaching bell”
G. Facilitators will not be scheduled for after school help sessions.
H. If a teacher believes there is an issue with the class load or bell schedule, the teacher may file the WWCSD Six Bell Complaint Form in Appendix V with the boiling administrator.
   i. Within three (3) days of submission of the form, there will be a meeting with the teacher. The teacher and the administrator will investigate and work together to rectify the situation if possible. They will document

that the meeting occurred using the WWCSD Six Bell Complaint Form.

ii. If the issue of class load or bell schedule cannot be corrected, the affected teacher schedule and class load shall be modified to comply with Articles 10.1105, 10.1302 and 10.304 above.

10.14 STUDENTS IDENTIFIED WITH DISABILITIES

10.1401 Students with disabilities will be scheduled consistent with how typical students are scheduled district-wide unless the student's IEP requires otherwise.

10.1402 District-wide, intervention specialists and/or the special education facilitator shall have the opportunity to collaborate with administration prior to the first day of school during the scheduling process about the placement of special education students on their caseload.

10.1403 Class lists provided to teachers will indicate which students in their classes are identified as having special needs and require special education services. Such lists will be treated as confidential.

10.1404 If working conditions under the above process create a hardship, an unworkable class situation, or serious concern for the success of students, affected employees shall document in writing the concerns and submit them to the building special education advisory team. The building special education advisory team shall consist of the building advisory committee with members added if needed to ensure that two intervention specialists serve on the committee for this purpose. The building principal and/or the special education advisory team may invite the Director of Student Services and/or the building special education supervisor to any meeting where concerns are to be addressed.

10.1405 Collaboration

A. The parties recognize that collaboration activities for special education and regular education staff are important. Collaboration for special education teachers and regular classroom teachers serving the same student could include but is not limited to:

(1) Written communication
(2) Common planning time
(3) In-service
(4) Faculty meetings
(5) Scheduled staffing

B. Additionally, administrators will endeavor to provide a common staffing time for special education and regular education teachers to meet for collaboration.

10.15 STUDENT DISCIPLINE

The Board Agrees that the administration will support teachers by enforcing the Board adopted Student Discipline Code of Conduct.

10.1501 Each building will develop a system for tracking the number of discipline referrals written about a student. This information will be recorded on a uniform Board provided referral form in the space provided.

10.1502 Administrative disciplinary action for students identified with disabilities must comply with state and federal law.

10.16 DEPARTMENT FACILITATOR (7-12)

There shall be created the position of Department Facilitator (7-12) for the subject areas of Music and Foreign Language. These positions will be paid on a supplemental contract and placed in Group 4 of the Supplemental Salary Schedule.

There shall be created the positions of Department Facilitator High School and Department Facilitator Middle School for the core academic subject areas of Language Arts, Mathematics, Science, and Social Studies, plus Special Education. These positions will be paid on a supplemental contract and will split the salary specified in Group 4 of the Supplemental Salary Schedule with 1/3 of the salary paid to the Middle School Facilitator and 2/3 of the salary paid to the High School facilitator. Additionally, the position of Department Facilitator shall be provided a duty bell during the school day for the purpose of performing duties associated with the position and granted five (5) days extended service pay according to Section 12.04 Extended Service Pay of this Agreement.

10.17 STAFF ATTIRE

Responsibility for acceptable dress will rest primarily with bargaining unit members as a professional individual. The parties recognize, however, that dress is an important factor for students to model and should provide a positive impression to students and the public.

10.18 SITUATIONAL/UNPLANNED VIRTUAL DAY

A. The district expects to keep students engaged and excited about learning on unplanned virtual learning days resulting from inclement weather or other unforeseen circumstances deeming it unsafe to transport students or require travel to schools. The district maintains its right to direct the appropriate and

efficient use of district technology to further the mission of ensuring the continued instruction of students from the safety of home. The decision to execute an "unplanned Virtual Day" shall be made at the superintendent's discretion with the following provisions:

1. Notification is made in a practical manner.

2. Bargaining unit members shall be available to provide direction and respond to the needs of the students via internet resources. Expectations regarding the limitations of such instruction shall be clearly communicated to administration. (not stressful)

3. Bargaining unit members who cannot access internet resources from their homes will be able to report to schools in order to perform their virtual duties, or they will be provided with necessary resources in order to provide such services(hot spots, tablets, etc.) as determined mutually by the bargaining unit members and immediate supervisor. It shall be bargaining unit members' responsibilities to inform supervisors of concerns regarding their ability to access the internet.

4. Bargaining unit members should continue to work as responsible professionals, assigning meaningful work to students, allowing students to engage in learning.

ARTICLE XI:

LEAVES OF ABSENCE

11.01 FAMILY AND MEDICAL LEAVE ACT

Leaves taken under this Article which qualify as leave available under the Family and Medical Leave Act (FMLA) shall be charged against the twelve (12) weeks of leave available under the Act. The approved Board policy implementing the FMLA shall be included in the Teacher Handbook and distributed annually to all bargaining unit members.

11.02 PAID AND UNPAID PERSONAL BUSINESS LEAVE

11.0201 All employees shall earn a minimum of three (3) personal business leave days for each school year of employment with the Board. These days shall be granted as paid days of absence for the observance of religious holidays that require total abstinence from work or for personal business that is not under the control of the employee and that cannot be conducted at a time other than on an employee's workday and during an employee's work time, or for substitution for unpaid FMLA leave. A request for use of a Personal Leave Day occurs on a date when two other bargaining unit members or a number equal to 5% of the bargaining unit members per school (whichever is larger) have already made such a request may be

denied. The Board shall apply such restrictions on a first come, first serve basis. Fractional days must be used when the absence does not require a full day's absence, except when paid personal business leave is substituted for unpaid FMLA leave. No paid or unpaid personal business leave shall be deducted from an employee's accumulated sick leave reserve.

11.0202 An application for paid personal business leave shall be made to the employee's immediate supervisor at least three (3) days in advance of the leave day on the form attached hereto and made a part hereof as Appendix C. The requirement of advance notice shall be waived by the immediate supervisor because of emergency conditions that prevent the giving of advance notice.

11.0203 For good and sufficient reason(s) approved by the Superintendent or designee, personal business leave with pay or without pay may be approved beyond the limitations set forth in Section 11.0201 above. A letter from the employee outlining the extreme extenuating circumstances must be presented to the Superintendent or designee for advance written approval of personal business leave with pay or without pay which is beyond the limitations set forth in Section 11.0201 above, except the requirement of advance notice shall be waived by the Superintendent or designee because of emergency conditions that prevent the giving of advance notice.

11.0204 An employee's failure to follow the procedures of this Article or an employee's use of personal business leave for reasons other than those specified in Section 11.0201 or Section 11.0203 above, shall constitute a willful violation of this Agreement by the employee and shall constitute just cause for disciplinary action.

11.0205 Employees will be credited with paid or unpaid personal business leave time for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal leave, and paid sick leave accumulation. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid personal business leave, except that when such leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid personal business leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid personal business leave may elect to continue the insurance benefits as specified in this Agreement, during the period of the leave, by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made

payable to the respective carriers and given to the Board's Treasurer or designee by the first (1st) day of each month for which the employee elects insurance coverage.

11.0206 Personal business leave days remaining unused at the end of the school year, will be added to the member's sick leave balance and reflected in the first paycheck in July.

11.03 PAID SICK LEAVE

11.0301 Paid sick leave of one and one-fourth (1¼) days per month of employment with the Board, effective on the last day of each month, shall accumulate up to fifteen (15) days per year for each employee, in accordance with Section 11.0307 below. All unused days of accumulated sick leave shall be added at the end of each month to an employee's sick leave reserve. Sick leave shall accumulate and be added to each employee's sick leave reserve without any limit. Employees hired after July 1, 2016, shall have sick leave accumulation capped at 280 days.

11.0302 The Board's Treasurer is authorized to advance five (5) days of paid sick leave each school year to those employees who have exhausted their accumulated sick leave or who are newly hired and have not accumulated any paid sick leave, but the number of days advanced cannot be greater than the number the employee will accumulate during the remainder of that school year.

11.0303 Accumulated paid sick leave shall be paid after an employee submits an application for paid sick leave for the following reasons:

A. For absence of the employee due to personal illness, pregnancy, adoption of a child, injury or exposure to contagious diseases which could be communicated to other employees or students. In the case of adoption, sick leave shall not exceed six (6) weeks.

B. For absence of the employee due to illness of someone in the employee's immediate family. Immediate family is defined as mother, father, sister, brother, son, daughter, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, great grandparents, grandchildren, aunts, uncles, nieces, nephews, adopted children, adoptive parents, step-parents, foster parents/children and legal guardians/wards. Any other special circumstances that may not meet this definition can be submitted by the employee to the Superintendent, his/her designee, or the employee's building principal or supervisor for approval.

C. For absence due to death in the immediate family of an employee. Immediate family is defined in Section 11.0303(B) above. Absences under this paragraph (C) shall not exceed five (5) days during each school year, except absences exceeding five (5) days may be approved by the Superintendent or designee.

D. For substitution of unpaid FMLA leave.

11.0304 Fractional sick leave days must be used when the necessary absence as defined above does not require a full day's absence, except when sick leave is substituted for unpaid FMLA leave.

11.0305 An employee's failure to follow the procedures of this Article or an employee's use of paid sick leave days for reasons other than those specified in this Section 11.0303 shall constitute just cause for disciplinary action.

11.0306 Employees will be credited with time spent on paid sick leave days for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board paid insurance premium costs.

11.0307 Employees shall accumulate and be charged with the use of paid sick leave under this Section 11.03 in accordance with the following schedule:

Work Hours Regularly Scheduled Per Week	Days Earned Per Month		Days Earned Per Year	Charged For Each Day Absent
at least 5	.21	2.52		.17
at least 10	.42	5.04		.33
at least 15	.63	7.56		.50
at least 20	.83	9.96		.67
at least 25	1.04	12.48		.83
at least 30	1.25	15.00		1.00

11.04 SICK LEAVE BANK

The purpose of the Voluntary Sick Bank (hereinafter referred to as the "Bank") is to in cases of catastrophic illnesses or injuries (see 11.0403 B) provide sick leave to contributors to the Bank after their accumulated sick leave and any available advance of sick leave days has been exhausted, and more specifically to provide such leave from the Bank. The Bank rules and guidelines are as follows:

11.0401 COMMITTEE

A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information to the Board Treasurer's office. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereinafter referred to as the "SBC"). The SBC shall be composed of the following.

(1) The Superintendent or his/her designee as requested.
(2) The Association President or his/her designee.
(3) Two (2) bargaining units members appointed by the Association President.
(4) At the Superintendent's discretion, he/she may appoint one (1) additional administrator.

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

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

D. The SBC will be responsible for maintaining and updating the forms needed to operate the Bank.

11.0402 ENROLLMENT And Membership

A. Enrollment in the Bank will begin on April 1 for the following school year and end January 10th of the current school year, or only during the first four (4) weeks following the first day of employment for any bargaining unit member employed after January 10th.

B. To be a member of The Bank all bargaining unit members will contribute one day to the bank as indicated in Section 11.0403A

11.04043 GUIDELINES

The Bank shall be administered by the SBC in accordance with the following provisions:

A. Any employee desiring to participate in the Bank will donate one (1) day of his/her accumulated sick leave to the Bank. (Additional days may be requested by the SBC as required by sub section O of this section).
B. The Bank may be used only by an individual contributor for his/her catastrophic illnesses or injuries. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days).
C. Any employee desiring to participate in the Bank will initially donate one (1) day of his/her accumulated sick leave to the Bank. Additional days may be requested by the SBC as required by subsection D of this section.
D. If the number of days in the Bank falls below fifteen (15) days prior to May 31 of any year, each participant will be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. If an employee has used all his/her sick leave, the additional day will be donated as soon as new sick leave is granted. The SBC is responsible for notifying members of each donation.
E. All days once donated to the Bank become the property of the Bank and will not be returned in the event an employee withdraws his/her participation in the Bank.
F. The maximum dollar expenditure during each school year is $20,000 based on the per diem of the person using the sick leave bank.
G. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed form. The earliest effective date shall be the date that the form is received by the SBC.
H. Any employee submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements. If an employee is physically unable to submit the form, the forms may be submitted by a proxy.
I. An employee can apply prior to using all his/her days, but will not be able to use days from the Bank until his/her own accumulated and advanced sick leave is depleted.
J. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)
K. Periodic reviews by the SBC of all Bank uses will be made. The SBC reserves the right to approve less than the number of days requested.
L. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workers' Compensation Law.
M. Days granted will be compensated at the recipients per diem.
N. The SBC will review and present to the Treasurer's office approval or denial of all requests to draw on the Bank within ten (10) working

days after such request is received by the committee. The committee will also make its decisions known to the applicant within this ten (10) day period.

O. Sick Bank days shall not be used during summer school employment, normal pregnancy, for purposes of adoption, extended service, or for family illness privileges granted in this Agreement.
If the number of days in the Bank falls below fifteen (15) days prior to May 31 of any year, each participant will be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. If an employee has used all of his/her sick leave, the additional day will be donated as soon as the new sick leave is granted. The SBC is responsible for notifying members of each donation.

P. If the number of participants falls below thirty (30) prior to the start of any school year and no additional participants join by September 30th of that year, the Bank will be disbanded. The remaining days in the Bank will be valued at the per diem rate of the average teacher's salary, as reported by EMIS. This amount will be put in a scholarship to be awarded at the direction of the SBC.

11.0404 APPEAL PROCESS

A. If a request for use of sick bank days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within five (5) working days of the denial.

B. An Appeal Board will be established as needed and will consist of four individuals, two appointed by the Association President or designee, and two appointed by the Superintendent or designee. No member of the Appeal Board shall be the same as the members of the SBC. The Association President shall designate one of his or her appointees as chair.

C. A tie vote will automatically uphold the decision of the SBC. All decisions of the Appeal Board are final and binding and not subject to the grievance and arbitration procedures of this Agreement.

11.0405 BARGAINING UNIT MEMBERS AGREEMENT

A. An employee shall be required to furnish a medical report from a licensed physician at time of initial application before or during the time of use of the leave Bank. The medical report will be at the member's expense. The SBC reserves the right, if necessary, to limit the number of days granted.

B. An employee who has used days from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all days have been paid back. If an employee member:

1. retires or leaves the employment of the District before the total number of days is paid back, then the remaining days owed will be deducted from the employee's total accumulated sick leave balance at the time. However, at no time will the equivalent of remaining days be deducted from an employee's salary.

2. dies before all days owed are paid back, the employee's estate will not be required to pay back the balance owed.

3. remains an employee of the District and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank will be deducted the same as if the person were continuing to be an active member of the Bank.

   Repayment will begin with the school year immediately following withdrawal of days from the Bank.

C. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows.

> "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee and that all decisions of the Sick Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Winton Woods City School District and the Winton Woods Teachers' Association, the Sick Bank Committee, the Appeal Board and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application, including attorney fees incurred by the Committee, its members, WWTA or the Board."

D. When an employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and those rules and regulations adopted by the SBC.

11.0406 An annual report of the Bank will be published on or before April 30 for each year the Bank is in operation. This report will be published by the Sick Bank Committee. The report shall include a statement of the number of days remaining in the Bank.

11.05 PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE

11.0501 When an employee must serve on jury duty or is subpoenaed to appear as a witness at a court or public administrative hearing in which the employee is not a party or the subject of the hearing, the employee shall give the Superintendent or designee as much advance written notice of the jury or witness duty as possible, and the employee will be released from duty for each day of required jury duty or witness duty service. An employee must return to work while on jury duty or witness duty if the employee is released from any day or days of jury duty or witness duty by the court or administrative agency.

11.0502 The Board will pay an employee absent from work due to jury or subpoenaed witness duty under Section 11.0501 above. Any compensation or fee provided to the employee by the court, administrative agency or party to the dispute may be retained by the employee to cover incidental expenses of jury or witness service.

11.0503 Employees will be credited with time spent on paid jury duty and subpoenaed witness duty leave for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board-paid insurance premium costs.

11.06 PAID PROFESSIONAL LEAVE

11.0601 Paid professional leave may be approved by the Superintendent or designee and the requesting employee’s immediate supervisor, for purposes of attending appropriate conferences and meetings which provide leadership and growth in areas related to the achievement of building and district goals. Employees are expected to participate in local organizations before professional leave is approved to attend state or national meetings of the same organizations and employees, where appropriate, are expected to be members of the organization which sponsors the meeting or conference. Priority will be given to planners, presenters and staff members receiving recognition. The district will endeavor to provide equitable access to available staff development opportunities.

11.0602 Employees desiring paid professional leave must submit the professional leave application form, attached hereto and made a part hereof as Appendix G or the electronic form found on the district website, with an estimate of expenses, to the Superintendent or designee through the employee's immediate supervisor at least one (1) month in advance of the meeting or conference, where practicable.

11.0603 All paid professional leave must be approved in advance by the Superintendent or designee and the requesting employee's immediate supervisor, and the leave will not exceed more than the number of days approved by the Superintendent or designee and the employee's immediate supervisor. Paid professional leave may be approved with reimbursement for full expenses, partial expenses or no reimbursement of expenses. When reimbursement of any expenses is approved, the Board will pay for all actual, reasonable expenses directly incurred by the employee in attending the meeting or conference when the employee's request for reimbursement, as originally approved in full, in part, or without expense reimbursement, attached hereto and made a part hereof as Appendix H or the electronic form found on the district website, is submitted to the Superintendent or designee in accordance with the procedure set forth in Appendix I, attached hereto and made a part hereof.

11.0604 The administration shall create and maintain a mechanism for tracking approved paid professional leave requests. If a request for paid professional leave is denied at the building level, the request form (Appendix G) with the reason for the denial shall be forwarded to the Superintendent for review. The Administration shall develop and maintain a mechanism to track denials of requests for paid professional leave. A bargaining unit member may request and receive a conference to discuss any denial of his/her request for paid professional leave.

11.07 PAID AND UNPAID MILITARY DUTY LEAVE

11.0701 An employee who is a member or becomes a member of the armed forces of the United States is entitled to a leave of absence for military duty in accordance with applicable federal law, which shall govern the length of the leave and the reinstatement rights of the employee. Ohio law shall not apply to employees on military duty leave. Any employee desiring a leave of absence for military duty leave shall apply for a leave in writing as far in advance of the military duty as possible.

11.0702 Employees on military duty leave, on any workday established by this Agreement, will be paid by the Board in the amount of their base salary provided for in this Agreement up to thirty-one (31) workdays within any one (1) school year. The Board will not pay any employee for any military duty leave which extends beyond thirty-one (31) workdays within any one (1) school year. Employees will be credited with time spent on military

duty leave for purposes of salary step increases on the salary schedule and for seniority of length of service purposes under any article of this Agreement in accordance with applicable federal law. Employees on military duty leave will be credited with paid personal business leave accumulation and paid sick leave accumulation in accordance with applicable federal law.

11.0703 The Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on military duty leave for the remainder of the month during which the employee commences the leave. In addition to the payment in the preceding sentence, the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on military duty leave for an additional period of one (1) month within any one (1) school year, and thereafter, an employee on military duty leave may elect to continue the insurance benefits specified in this Agreement by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first day of each month for which the employee elects to continue the insurance benefits specified in this Agreement.

11.08 UNPAID CHILD CARE LEAVE

11.0801 The Board shall grant a leave of absence to an employee who has been employed by the Board for two (2) full school years to care for a newborn child, an adopted child under the age of 5 or a child for whom the adoption agency requires full-time parental care. All child care leaves of absence shall be without pay. Child care leave shall be counted toward the employee's FMLA leave entitlement, but only to the extent that the employee is entitled to FMLA leave. Those employees who do not meet the two (2) full school year employment requirement and/or the two (2) year adopted child age requirement for child care leave should apply for FMLA leave.

11.0802 If the beginning date of the child care leave of absence occurs during a school year, the employee has the choice of an unpaid leave as follows:

A. for the remainder of the semester.

B. for the remainder of the current school year.

C. for the remainder of the current school year and the entire succeeding school year.

11.0803 The employee shall submit a written application for child care leave on the form attached to this Agreement as Appendix B to the Superintendent or designee not later than forty-five (45) calendar days prior to the requested beginning date of the leave.

A. In the case of any adoption, the employee shall submit the written application immediately upon notice of the actual date of receiving the child if this date is less than forty-five (45) calendar days prior to the requested beginning date of the leave.

B. If extenuating circumstances arise, a request not to take the requested leave or to take a leave not timely requested will be considered regardless of the forty-five (45) calendar day advance application.

C. After receipt of the written application, the Superintendent or designee will notify the employee within five (5) workdays of the Superintendent's recommendation to the Board.

D. The Board will act on the request no later than its next regularly scheduled meeting and the employee will be notified within forty-eight (48) hours whether the leave has been approved or disapproved.

E. If any part of child care leave is counted toward an employee's FMLA leave entitlement, the employee need only notify the Board thirty (30) calendar days prior to the requested beginning date of the leave, or as soon as practicable.

11.0804 It is the responsibility of the employee on a child care leave for the remainder of a current school year (partial year leave) to notify the Superintendent or designee, in writing, by April 1 of the current school year whether or not the employee will return to work on the date the leave expires, except that in extenuating circumstances, the notice may be delayed beyond April 1 of the current school year, but in no event shall the notice by delayed beyond May 15 of the current school year.

A. It is the responsibility of an employee on a child care leave for the remainder of one (1) school year and the succeeding school year or for one (1) complete school year or for two (2) complete school years to notify the Superintendent or designee, in writing, no later than December 15, immediately preceding the date on which the leave expires, whether or not the employee will return to work on the date the leave expires.

B. The Superintendent or designee, after receipt of the notification from the employee, will notify the employee of the availability of

assignments and the employee must accept or reject the assignment within seven (7) calendar days after notice.

C. If the employee rejects the assignment, the employee must send a letter of resignation to the Superintendent or designee within the seven (7) calendar day period.

D. If the employee accepts the assignment, the employee must submit a letter of acceptance to the Superintendent or designee within the seven (7) calendar day period.

E. If no timely letter of resignation or letter of acceptance is received by the Superintendent or designee, or if no timely notification in writing of whether or not the employee will return to work is received by the Superintendent or designee, the employee shall be considered as having voluntarily resigned all employment with the Board and all individual employment contracts shall be immediately terminated and the employee shall have no rights to re-employment or reinstatement to any employment with the Board.

11.0805 Employees will not be credited with time spent on unpaid child care leave for purposes of salary step increases on the salary schedule or for seniority or length of service purposes or for paid personal business leave or paid sick leave accumulation purposes. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid child care leave, except that when such leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except the Board shall pay its share of insurance premium costs of the insurance benefits, as specified in this Agreement, for an employee on unpaid child care leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid child care leave may elect to continue insurance benefits, as specified in this Agreement, during the period of a leave by employee payment of the entire premium costs for such insurance for the period of the leave. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first day of each month for which insurance is elected.

11.09 UNPAID SABBATICAL LEAVE

11.0901 The Board, upon recommendation of the Superintendent, may grant an unpaid sabbatical leave of absence to qualified employees for the purpose of study, travel or for such other purposes as may be approved by the

Board. All sabbatical leaves of absence shall be without pay and will be granted only upon prior written request.

11.0902 To be eligible for a sabbatical leave of absence an employee must have been employed by the Board for at least two (2) full consecutive school years.

11.0903 Sabbatical leave of absence shall not exceed two (2) school semesters.

11.0904 The number of employees granted sabbatical leaves of absence in any one (1) school year shall not exceed two percent (2%) of the total number of employees. If the number of employees requesting sabbatical leave of absence exceeds the number of such leaves available as determined by the Board, the granting of leaves shall be based on the estimated value of the leave to the individual employee and to the Winton Woods City School District, as determined by the Board, within its sole and exclusive discretion.

11.0905 An employee who receives a sabbatical leave of absence shall agree to return to service with the Board for a period of two (2) full school years following completion of the leave of absence.

11.0906 An employee who returns from a sabbatical leave of absence shall make such reports to the Superintendent of the employee's activities during the leave of absence as may be required by the Superintendent.

11.0907 Employees will be credited with time spent on sabbatical leave for purposes of salary step increases on the salary schedule, and for seniority or length of service purposes under any article of this Agreement but shall not be credited for paid personal business leave or paid sick leave accumulation purposes. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid sabbatical leave, except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid sabbatical leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid sabbatical leave may elect to continue insurance benefits, as specified in this Agreement, d
uring the leave by employee payment of the entire premium costs for such insurance for the period of the leave. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first (1st) day of each month for which insurance coverage is elected.

11.10 VOLUNTARY AND INVOLUNTARY UNPAID MEDICAL LEAVE

11.1001 Employees who have exhausted all accumulated paid sick leave under this Agreement and who desire to be absent from work due to the employee's illness, injury or pregnancy, must submit a written request for unpaid medical leave with supporting verification from the attending physician, as soon as possible, and all unpaid medical leave must be approved in writing by the Superintendent or designee.

11.1002 Voluntary unpaid medical leave shall be counted toward the employee's FMLA leave entitlement, but only to the extent that the employee is entitled to FMLA leave. When this occurs, the employee need only provide the Board with such notice as is practicable. Further, the employee need only provide a medical certification within fifteen (15) days after the employee requests the leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

11.1003 The Board shall have the right to place any employee on an involuntary medical leave of absence due to the employee's physical or mental disability. Said employee shall be entitled to a hearing on an unpaid involuntary medical leave of absence in accordance with Ohio Revised Code 3319.13 and 3319.16. An employee on an unpaid involuntary medical leave of absence may elect to use any accumulated paid sick leave days he/she may have under Section 11.03 of this Agreement, and if the employee so elects he/she shall be deemed to be on a paid sick leave under Section 11.03 of this Agreement during the period of time the employee receives paid sick leave.

11.1004 Unpaid medical leave will not exceed three hundred sixty-five (365) consecutive calendar days without renewal by the Board. The total period of unpaid medical leave, as approved by the Board, shall not exceed two (2) years.

11.1005 Employees will not be credited with time spent on unpaid medical leave for purposes of salary step increases on the salary schedule or for seniority or length of service purposes under any article of this Agreement or for paid personal business leave or paid sick leave accumulation purposes. An unpaid medical leave will not be considered an interruption of continuous service for the purposes of reduction in force. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid medical leave, except that when voluntary unpaid medical leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid medical leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid medical leave may elect to continue the

insurance benefits as specified in this Agreement, during the period of the leave, by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective insurance carriers and given to the Board's Treasurer or designee by the first (1st) day of each month for which the employee elects insurance coverage.

11.11 ASSAULT LEAVE

11.1101 The Board will grant leave to an employee who is absent due to medical disability or required court appearance resulting from an assault which occurs in the course of Board employment. The employee may be granted up to forty (40) working days' assault leave unless additional days are approved under 11.1105. Thereafter, absence will be deducted from the employee's sick leave.

11.1102 Assault leave may not be granted under this policy unless the employee in question:

A. Has a signed, written statement, on forms provided by the board, justifying the granting and use of assault leave.

B. Provides a letter from a licensed physician stating the nature and duration of the disability related to the assault and the necessity of absence from regular employment.

11.1103 Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.

11.1104 A teacher returning to duty following assault shall be returned to the same position as was held at the time of the incident.

11.1105 The Superintendent may grant additional assault leave days at the request of the employee. Any extension granted by the Superintendent will state the number of additional assault leave days granted. The Superintendent may require the employee to provide periodic medical updates in the same nature as the certificate referred to in 11.1102(B).

11.1106 The fact that an employee is on an assault leave or an extension of an assault leave will not delay the application for disability retirement available through the State Teachers Retirement System if the teacher is eligible.

11.1107 In no event shall an employee receive more than his or her daily rate of pay from all sources, including Workers' Compensation, sick leave, and assault leave which he or she may be eligible to receive.

11.1108 Employees will be credited with time spent on paid assault leave days for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board paid insurance premium costs.

11.12 RIGHTS UPON RETURNING FROM LEAVE

11.1201 Employees shall be reinstated to active employment by the Board at the conclusion of any approved paid or unpaid leave of absence, except that employees may not be reinstated to any supplemental duty contract employment in effect at the time any unpaid leave was granted. When any part of the leave from which the employee is returning was counted toward the employee's FMLA leave entitlement and the supplemental duty contract has not yet expired, the employee will be reinstated to the supplemental duty contract employment. An employee may be denied reinstatement to active employment by the Board in the event of a reduction in force, in accordance with this Agreement, during the period of his/her approved leave of absence.

11.1202 Reinstatement to active employment by the Board at the conclusion of any approved paid or unpaid leave of absence shall be to any available job position within which the employee is properly certified and if the leave of absence is for less than sixty (60) consecutive workdays the employee shall be reinstated to his/her original non-supplemental duty position.

11.1203 Employee retirement contributions and other retirement rights for any leave of absence time shall be governed by the then applicable State Teachers' Retirement System laws, rules or regulations.

11.1204 Employees returning from an approved paid or unpaid leave of absence shall retain their non-supplemental individual employment contract status.

11.1205 An employee who works between sixty (60) and one hundred nineteen (119) workdays during a school year prior to an approved paid or unpaid leave of absence shall be credited for that school year with a half step for step placement on the salary schedule. An employee who works one hundred twenty (120) or more work days during a school year prior to an approved paid or unpaid leave of absence shall be credited for that school year with a full step for step placement on the salary schedule.

11.13 ABSENCE FROM WORK WITHOUT APPROVAL OF LEAVE AND FAILURE TO RETURN FROM LEAVE

11.1301 Employees who are absent from work without approval of a leave of absence as specified in this Article XI, shall be subject to disciplinary action by the Board for just cause, except if the absent employee can prove that justifiable reasons existed for the absence without approval.

11.1302 Employees who fail to return from an approved leave of absence as provided for in this Article shall be subject to disciplinary action by the Board for just cause, except if the absent employee can prove that justifiable reasons existed for the absence without approval.

11.1303 Employees who are absent from work under Section 11.1301 above and employees who fail to return from an approved leave of absence under Section 11.1302 above, will receive paid sick leave or paid personal business leave for the days they are absent if the absent employee can prove that justifiable reasons existed for the absence and if the absent employee is eligible for paid sick leave or paid personal business leave under this Agreement.

11.1304 Employees who are absent from work under 11.1301 above and employees who fail to return from an approved leave of absence under 11.1302 above, and who do not have any accumulated paid sick leave or paid personal business leave or who are not eligible for paid sick leave or paid personal business leave for the days they are absent, but who prove that justifiable reasons existed for the absence, shall not be paid for the days of absence. The amount of pay lost for each day of absence shall be determined by dividing the employee’s base salary by the number of workdays in the employee’s individual employment contract year.

ARTICLE XII:
COMPENSATION

12.01 SALARY NOTICES

In accordance with the Ohio Revised Code it is agreed that the Board will issue an annual salary notice to each employee covered by this Agreement.

12.02 BASE SALARY

For the 2024-2025 school year, teachers will receive a 3 % increase on the base salary schedule that shall be applied to all steps of the schedule. For the 2025-2026 school year, teachers will receive a 3 % increase on the base salary schedule that shall be applied to all steps of the schedule.

12.0201 The base salaries of all full-time employees covered under this Agreement during the term of this Agreement shall be as set forth in the base salary schedule in Appendix E-1 of this Agreement, which is attached hereto and made a part hereof, and part-time employees who work less than a full contract year or a normal employee workday shall receive a pro-rata salary based on said salary schedules. Appendix E-1 shall be effective for 2024-2025 and Appendix E-2 shall be effective for 2025-2026. The salary schedule indexes for Appendix E-1 and E-2 are set forth in Appendix E of this Agreement.

12.0202 Each newly hired employee shall be given credit for up to a maximum of ten (10) years of experience for step placement on the salary schedule if such experience is obtained in one (1) or more of the following ways:

A. Public elementary and public secondary school teaching experience in Ohio at the rate of one (1) year of credit for each year of experience up to a maximum of ten (10). The Superintendent may recognize up to five (5) additional years of service for initial salary schedule placement.

B. Chartered nonpublic elementary and non-public secondary school teaching experience in Ohio at the rate of one (1) year of credit for each of the first five (5) years of experience and at the rate of one-half (1/2) year of credit for each of the next ten (10) years of experience;

C. U.S. Government overseas dependent school teaching experience at the rate of one (1) year of credit for each of the first five (5) years of experience and at the rate of one-half (1/2) year of credit for each of the next ten (10) years of experience;

D. Substitute employee teaching experience in the Board's District at the rate of one (1) year of credit for each one hundred twenty (120) normal work days worked during a school year;

E. Tutor experience in the Board's district at the rate of one-half (1/2) year of credit for each six hundred (600) hours of work during a school year;

F. Active military service with the armed forces of the United States, but not to exceed five (5) years of credit (eight [8] months of continuous service within a partial calendar year shall be recognized as one [1] year of credit for military service purpose);

G. Where employees obtain experience in other than the above areas in their respective academic fields which is of a unique value to the employee and to the Winton Woods City School District, the Superintendent may approve credit at the rate of one (1) year of credit for each of the first five (5) years of experience and at the rate of one-half (1/2) year of credit for each of the next ten (10) years of experience;

H. In the event the Board determines that "hard to fill" positions exist and it is necessary to increase the salary to offer, the Board may give credit for up to a maximum of twenty five (25) years of experience for step placement on the salary schedule. Each time the Board utilizes this provision, the Executive Director of Human Resources will notify the Association President in writing.

12.0203 For any teaching or tutor experience to be approved for step placement on the salary schedule, the employee must give proof to the Board of having been employed during (a) regular school year(s) and of having been on duty for a minimum of at least one hundred twenty (120) days during each school year. For employees who work less than one hundred twenty (120) days per school year, while employed as teachers or tutors, an annual evaluation shall be made by the Superintendent to determine proper step placement on the salary schedule. Such employees must, over a period of successive years, couple the equivalent of one (1) year's experience, as defined above, in order to advance one step on the salary schedule. All adjustments in years of experience steps for salary schedule purposes will be made at the beginning of each school year.

12.0204 It is the responsibility of each employee qualifying for higher educational group placement on the salary schedule to supply the Board using a completed Salary Schedule Credit Verification Form (see Appendix N) with official proof of additional credits or degrees earned, including acceptable translations of credits or degrees earned at any foreign institutions, no later than September 1 in the fall and January 15 in the winter, of each school year, if a pay adjustment is to be made effective at the beginning of

the second semester of that school year. Eligibility for the five (5) year educational group column requires a total of one hundred fifty (150) semester hours of college credit. Placement in the five (5) year educational group column will be made on the basis of either undergraduate or graduate credit from an accredited college or university. Placement in the MA+10, MA+20, or MA+30 educational group columns on the salary schedule will require that each ten (10) semester hours of credit must be graduate credit earned toward state certification or an advanced degree in a state certified college or university or in any graduate coursework which directly relates to the employee's job performance in the Board's District which is approved by the Board or designees and all credit must have been earned after the completion of all requirements for the master's degree.

12.0205 For proper placement on the salary schedule, an employee must furnish an official transcript of credits, a valid teaching certificate, and if teaching experience outside the Board's District is to be granted for salary schedule placement purposes, documents proving such experience, and if armed forces experience credit is to be granted, a copy of the proper discharge or separation documents, to the Executive Director of Human Resources, no later than September 1 in the fall or January 15 in the winter of any school year. Upon submission of such information to the Board's Treasurer by the Executive Director of Human Resources, the employee will be moved to the proper placement on the salary schedule, retroactive to the beginning of the then current school year if the adjustment is made in September or to the beginning of the second semester if the adjustment is made in January, provided the documentation meets with the approval of the Executive Director of Human Resources. Failure of an employee to provide proper certification within sixty (60) calendar days after his/her first workday will result in the withholding of pay and may result in the discharge of the employee which shall be a discharge for just cause, as provided for in this Agreement

12.03 SUPPLEMENTAL LIMITED CONTRACT PAY

12.0301 Base salaries for extra duty coaching or student activity sponsor positions which were paid positions prior to the effective date of this Agreement shall be increased by the same percentage as the BA step 0 column in the teacher's salary schedule for each year of this agreement. The listing of paid positions is in Appendix F-1.

12.0302 Employees employed under individual employee supplemental limited contracts in extra duty student activity positions which were not paid in accordance with Appendix F, will be paid for such future duty in such positions in accordance with this Section 12.03. The high school will receive six thousand dollars ($6,000.00) each school year, the middle school will receive five thousand two hundred and fifty dollars ($5,250.00)

each school year, and each elementary school (buildings serving students in any configuration of grades Pre-K through 6) will receive three thousand two hundred and fifty dollars ($3,250.00) each school year, which will be used to pay for those extra duty student activity positions which were not paid in accordance with Appendix F, and each building principal shall list the positions to be funded and the dollars to be paid for each position prior to filling the position.

12.0303 Nothing in this Agreement shall be construed to prohibit the Board from creating any new individual employee limited supplemental contract extra duty positions during the term of this Agreement.

12.0304 Nothing in this Agreement shall be construed to prohibit the Board from abolishing any individual employee limited supplemental extra duty position during the term of this Agreement.

12.0305 Nothing contained in this Agreement shall be construed to prohibit any employee from voluntarily accepting any extra duty position not listed in Appendix F without pay at any time during the term of this Agreement.

12.0306 Revisions and/or re-evaluations to the Supplemental Salary Schedule are to be made as follows:

A. Requests for revision/re-evaluation of a supplemental position must be presented to either the Athletic Director, Fine Arts Facilitator, or immediate supervisor as appropriate, using the form attached hereto as Appendix S. The Athletic Director, Fine Arts Facilitator or immediate supervisor may comment on the request as he or she believes is appropriate and shall return the form to the employee who submitted it after affixing his or her signature. The employee must then file the form with the Supplemental Review Team via the Human Resources Office by April 1 for consideration for the following school year. Examination of the requests for revision/re-evaluation will be acted upon by the team by April 30. If the job description is changed after April 1 of any year, application must be made within thirty (30) days of the change, and it will be acted upon within thirty (30) days of receipt by the team.

B. The review and re-evaluation process must consider the position in relation to like positions as well as in relation to all positions on the schedule.

C. All requests are to be filed by completing and submitting the Supplemental Position Re-evaluation Request Form in Appendix S prior to the established deadline.

D. The Supplemental Review Team will evaluate the request and make a decision relative to the approval and communicate this decision to the Executive Director of Human Resources, the WWTA President, the employee who brought forward the request, and the immediate supervisor, Athletic Director, or Fine Arts Facilitator as appropriate. The Superintendent will forward the recommendations to the Board of Education if the Team confirms the need for a change which requires Board approval.

E. The membership of the Supplemental Review Team shall include the District Treasurer, two (2) representatives selected by the WWTA (one High School and one Middle School representative, if possible), the Athletic Director, the Fine Arts Facilitator, and the Executive Director of Human Resources.

12.0307 Employees who have a regular teaching contract (primary job) and one or more supplemental contract(s) (secondary job) shall have the option of filing with the Treasurer's office a W-4 form for the primary job and a separate W-4 form for the secondary job. These forms will be accepted and implemented in accordance with the annual "payroll dates" published by the Treasurer's office. There can be no more than two (2) W-4 forms in effect at any time; one W-4 form for the primary job and one W-4 for the secondary job. The annual "payroll dates" will be provided to employees by the Treasurer's office and the Winton Woods Teacher's Association after it is published. Additionally, the Board will advise employees of this option when supplemental duty contracts are issued.

12.04 EXTENDED SERVICE PAY

12.0401 Employees selected by the Board for extended service work in excess of one hundred eighty-five (185) workdays during an individual employee's limited or continuous individual employment contract year, shall be issued a supplemental limited contract for such extended service and shall be compensated under said contract in the amount of one-half of one percent (.5%) of the individual employee's base salary for each full workday of extended duty service as workday is defined in Section 10.02 of this Agreement. Work of less than a full workday shall be paid only on a proportional basis. Extended service pay shall be based on the employee's individual base salary in effect when the work is performed.

12.0402 Those bargaining unit members holding supplemental contracts for extended time during the school year in the following areas and who remain in that same position shall continue to receive extended time contracts for the number of days of extended service:

School Nurses – 10 days
Librarians – 20 days

Gifted and Talented – 5 days
Guidance Counselors-20 days

12.05 SUMMER SCHOOL, HOME INSTRUCTION, CURRICULUM AND TEXTBOOK COMMITTEE

12.0501 Employees who teach in the Board's District during summer school, and employees who teach in the Board's District as home instructors at any time or perform work on a District curriculum and textbook committee shall receive a base hourly rate twenty-nine ($29.00) per hour of work.

12.06 NATIONAL BOARD CERTIFICATION STIPEND/NEW TECH BADGING

A one-time stipend of $1,500.00 will be paid by the Board to any member attaining certification by the National Board of Teaching Standards.

12.07 EDUCATION OPTIONS PROCEDURE

Bargaining unit member participation in this program shall be on a voluntary basis.

ARTICLE XIII:
FRINGE BENEFITS

13.01 LIFE INSURANCE

13.0101 The Board will provide group term life insurance coverage to eligible employees with full premium costs paid by the Board. Employees who are regularly scheduled to work twenty-two and one-half (22.50) or more hours per work week will be provided with group term life insurance coverage in an amount equal to their annual base salary as set forth in the salary schedules in Appendixes E-1 and E-2, rounded to the nearest one thousand dollars ($1,000.00). Employees who are regularly scheduled to work between fifteen (15) and twenty-two and forty-nine one hundredths (22.49) hours per work week will be provided with group term life insurance coverage in an amount equal to one-half (1/2 their annual base salary as set forth in the salary schedules in Appendixes E-1 and E-2, rounded to the nearest one thousand dollars ($1,000.00). Employees who are regularly scheduled to work less than fifteen (15) hours per week will not be provided with any group term life insurance coverage. New eligible employees will be covered by life insurance coverage on the first (1st) day of the month following commencement of their active employment by the Board.

13.0102 Employees who are between sixty-five (65) years of age and seventy (70) years of age shall receive sixty-five percent (65%) of the insurance coverage provided for in 13.0101 above.

13.0103 The Board shall not be obligated to make any premium payments under this Section 13.01 for employees who are suspended due to a reduction in force. Employees who are suspended due to a reduction in force may continue their group term life insurance coverage under this Section 13.01 during the suspension by employee payment of the entire premium costs for such insurance for the period of the suspension. Employee checks for insurance coverage shall be made payable to the insurance carrier and given to the Board's Treasurer or designee by the first day of each month for which life insurance is elected.

13.0104 The Board shall have the right to change the life insurance carrier providing the life insurance benefits under this Section 13.01 at any time provided such benefits shall not be reduced.

13.0105 The employer will offer a voluntary life insurance plan. The cost of the plan will be borne by the employees who choose to enroll.

13.02 DENTAL, VISION AND MEDICAL PLANS

13.0201 Employees who are regularly scheduled to work twenty-two and one-half (22.50) hours or more per work week shall be provided with the Dental single employee or family group dental coverage, whichever is applicable, for the duration of this Agreement. Employees who are regularly scheduled to work from fifteen (15) to twenty-two and forty-nine one hundredths (22.49) hours per work week shall be provided with only the existing single employee group dental coverage. Employees who are regularly scheduled to work less than fifteen (15) hours per work week will not be provided with any group dental coverage.

All costs for the group dental plan shall be shared. The Board shall pay ninety percent (90%) of the cost during the term of this Agreement and employees shall pay ten percent (10%) of the cost. Employees may enroll in the dental plan at the time of their initial employment or during the annual September open enrollment period.

13.0202 The Board shall offer two group health plans as outlined in Appendix W.

A. Employees shall be required to attend one enrollment meeting outside of the workday.

B. Employees who are regularly scheduled to work less than fifteen (15) hours per work week shall not be eligible to participate in any medical plan. All plan costs not paid by the Board shall be paid by the employee.

13.0203 The Board shall have the right to change the medical plan carrier or carriers providing the medical benefits and specifications shall not be reduced and the carrier or carriers are licensed by the State of Ohio.

13.0204 The specifications of the Board's existing group medical plan options shall be contained in the benefit booklets provided by carrier.

13.0205 A Health Insurance Committee consisting of three (3) WWTA members appointed by the President and three (3) Board appointees will meet if called by either party to explore more cost effective plans.

If changes in plan design, benefits or specifications become necessary due to lack of availability of the current plans, benefits or specifications, the health insurance committee will meet to explore alternative plans in an effort to come as close as possible to the current plan. If the committee is unable to reach consensus the language in 13.0206 will be implemented.

13.0206 The parties agree that should the Board implement any decrease in benefits or specifications regarding medical and/or dental plans, then Sections 12.0201, 12.03, 12.05, 13.02, and 13.09 will be reopened. The dispute resolution procedure in Section 17.05 shall be used if necessary.

13.0207 Notwithstanding Sections 13.0202, 13.0205 and 13.0206, if the premium is projected to increase more than 10%, the insurance committee will meet and propose plan design changes to bring the increase under ten percent (10%) or employees shall bear the cost of any increase over ten percent (10%).

13.03 VISION CARE

The Board will offer a voluntary vision care plan through Eye-Med to members. The cost of the plan will be borne by employees who choose to enroll.

13.04 SEVERANCE PAY

Effective January 1, 2023, An employee may elect, at the time of retirement, to be paid in cash for one-fourth (1/4) of the value of his/her accumulated, but unused, sick leave reserve, not to exceed a total of sixty-five (65) days at the employee's regular daily rate of pay. If the employee has capped at sixty-five (65) days when calculating severance pay, the employee shall receive additional severance based on the following criteria:

If the employee has a minimum of fifteen years of service with the Winton Woods City School District, the employee shall receive one-fourth (1/4) of the value of his/her accumulated, but unused, sick leave reserve excess of two hundred forty (240) days, not to exceed a total of twenty (20) days at the employee's regular rate of pay.

If the employee has a minimum of twenty-five years of service with the Winton Woods City School District, the employee shall receive one-fourth (1/4) of the value of his/her accumulated, but unused, sick leave reserve excess 200 forty (240)days, not to exceed a total of thirty (30) days at the employee's regular rate of pay.

The regular daily rate of pay shall be calculated by dividing the employee's base salary during the employee's last individual employment contract year with the board by the number of workdays the employee was required to work under the employee's last individual employment contract with the board.

Payment for sick leave on this basis shall eliminate all unused sick leave reserve accrued by the employee up to the time of payment. Such payment
shall be made only once to any employee, and the payment shall be made as early in the year following retirement as possible without forcing the Board to borrow funds to meet the payment but in no case will the payment be later than March 31 of the year following retirement. Verification of the effective date of retirement from the appropriate retirement system must precede any payment to the employee.

Severance pay will be paid as follows:

A. Employees aged 55 or older in the calendar year of separation of service forfeit cash rights to this payment in return for a payment of the equivalent value to a 403b Accumulated Leave Plan.

B. Employees younger than 55 in the calendar year of separation will receive cash payment of this money.

13.05 MILEAGE REIMBURSEMENT

Employees whose assignments require them to use their own personal vehicles to travel from building to building or to other assigned locations will have their mileage reimbursed by the Board at the IRS rate in effect on August 1 of each school year. To secure reimbursement, an employee must fill out the Board's mileage reimbursement form and submit it to the Board's Business Office.

13.06 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STATE TEACHERS' RETIREMENT SYSTEM

13.0601 For tax sheltering purposes only, the Board shall continue to designate and consider (i.e., "pickup"), each employee's mandatory contribution to the State Teachers Retirement System (STRS), as deferred salary paid by the Board. The amount of an 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 amount of the employee's mandatory contribution to the STRS. No employee's total earnings paid by the Board shall be increased by application of this Section 13.06, nor shall the Board's contributions to the STRS or any other costs be increased thereby. The Association agrees that the Board assumes no other or further liability to any person or entity under this Section 13.06, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio Taxing Authorities. The Board shall have the right to immediately and unilaterally discontinue all its obligations under this Section 13.06, if so ordered by STRS and/or the Internal Revenue Service or Ohio Taxing Authorities, notwithstanding any provision contained in this Agreement to the contrary. Rules 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and the Rules of STRS, and such rules as the aforementioned agencies, including Ohio Taxing Authorities, may subsequently issue are applicable to the Board notwithstanding any provisions set forth in this Agreement.

13.0602 The "pickup" amount shall be included in the employee's annual base salary for the purposes of computing base salary, weekly rates of pay, and daily rates of pay, hourly rates of pay and for determining pay or salary due to absence or for any other purpose under this Agreement.

13.07 LIABILITY OF BOARD

Nothing in this Article shall make the Board a self-insurer of insurance benefits or make the Board liable to pay any employee's insurance claim in the event any insurance carrier denies an employee's claim.

13.08 TUITION REIMBURSEMENT

13.0801 It is agreed that for the term of this Agreement a cap of fifty thousand dollars ($50,000.00) will be established on the annual amount appropriated by the Board for educational growth payments to employees.

13.0802 Beginning August 1, 2023, In order to qualify for this educational growth payment, an employee must teach in the Winton Woods Schools two years following completion of the work. To clarify, if an employee completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year, no later than October 1, if he/she is still teaching in the Winton Woods Schools.

13.0803 Course of study selected is subject to prior approval of the Superintendent or designee. The employee shall submit the form attached hereto as Appendix M and a copy of the registration form to the Superintendent or designee prior to beginning the coursework to obtain approval. The payment shall apply only towards graduate work beyond the B.A. level acquired by the employee to meet certification or licensure requirements established by the State of Ohio for maintaining or upgrading their current certificate or license. Satisfactory evidence of successful completion of the course (certified transcripts) will be presented to the Superintendent or designee upon the completion of the course, and no later than September 1.

13.0804 For approved college credit the amount payable to any employee shall be for up to a total of nine (9) hours per school year. In no event shall payment exceed the actual cost per semester hour. Quarter hours will be converted to semester hours for the purpose of reimbursement. The amount of the reimbursement per semester hour shall be determined by dividing the appropriated annual amount of forty thousand dollars ($40,000) by the total number of semester hours completed and submitted. The resulting amount per semester hour shall be applied to the semester hours submitted and completed, up to nine (9) hours per school year.

13.0805 The year for disbursement purposes is defined as July 1 through June 30. The classes for any coursework must have started on or before June 30 in order for the employee to receive reimbursement by October 1. All qualified employees who take approved credit hours within this time period

and submit their documentation in a timely manner will receive some reimbursement.

13.0806 For approved C.E.U. /P.D.U. work, reimbursement will be for up to fifty percent (50%) of the workshop registration fee.

13.09 TAX SHELTER – 125 PLAN

13.0901 A Premium Only Plan will be offered to employees in a tax shelter 125 plan with no cost to the Board and no cost to the employees.

13.0902 An Expanded Option Plan with health care premium, eligible medical expenses and day care will be offered to employees at a cost to the board not to exceed ten thousand dollars ($10,000.00) per year and at no cost to the employees.

13.0903 Money left in the Expanded Option Plan at the end of the calendar year and not expended for eligible medical expenses and day care will be forfeited. If the forfeiture amount exceeds the costs of administering the plan for that year, the remaining amount shall be placed in the “Stevie Lawler Memorial Award Fund.”

ARTICLE XIV:
PAY PERIODS

~~14.07~~ 14.01 PAYROLL DEDUCTIONS

14.~~07~~0101 The Board will make voluntary payroll deductions on behalf of employees who elect such deductions, in writing, for life insurance premium payments, health and dental insurance premium payments, United Way contributions, OEA Fund For Children And Public Education contributions, supplemental disability insurance premium payments, cancer care program premium payments, tax sheltered annuity payments, credit union contributions or payments and such other deductions as may be approved by the Board or its designee. Deduction(s) may be authorized or canceled at any time upon written notification to the Board Treasurer's office by the employee except in the case of a tax-sheltered annuity payment. Requests for enrollment in and/or changes to a tax-sheltered annuity and cancellations may be submitted at any time.

Enrollments and changes may occur at any time that the employee experiences a "change in life" status as that term is defined in the Internal Revenue Code, Section 125. Before deductions will be made for a tax-sheltered annuity, the annuity must have at least five (5) employees enrolled in it who have authorized a deduction. However, tax sheltered annuities receiving payments from employees of the Board as of July 31, 1994 will continue to be recognized so long as one (1) employee is making a payment. If a tax-sheltered annuity's enrollment drops to zero (0) then the annuity must demonstrate it has five (5) Board employees who have authorized payroll deductions before deductions will be made.

14.~~07~~0102 The Board and the Association agree that the Board and the Association assume no other or further liability to any person or entity under this provision. Any penalties or assessments caused by an employee's actions under this provision shall be the responsibility of and assumed by the employee.

14.~~07~~0103 Deductions shall be forwarded to the appropriate agency within five (5) workdays of the deduction assuming a bill is received.

ELECTRONIC TRANSFERS

14.0801 An employee's salary shall be paid by electronic transfer to a financial institution of the employee's choosing each pay date.

14.0802 Bargaining unit members will be paid two (2) times a month in twenty-four (24) installments Via direct deposit.

Direct Deposits will be distributed on the fifteenth (15th) and the last day of the month except: When one of these days falls on a weekend or a legal holiday the direct deposits will be distributed on the preceding Banking day. (Banking days do not occur on weekends or legal holidays).

ARTICLE XV:

EMPLOYEE MEDICAL EXAMINATIONS

15.01 Each newly hired employee, at the employee's expense, shall give satisfactory evidence of his/her physical and mental health to the Board prior to commencing employment. The Board may require each new employee to successfully complete a medical examination by a nurse employed by the Board and/or by a physician selected by the Board or its designee and all such examinations shall be at the Board's expense.

15.02 All new employees, at the employee's expense, will be required to submit satisfactory evidence of a negative tuberculin test and/or negative chest x-ray prior to commencing employment.

15.03 The Board or its designee reserves the right to require an employee to submit to a medical examination by a licensed physician of his/her choice and, if determined necessary by the Board, by a licensed physician chosen by the employee from a list of five (5) Board designated licensed physicians, both examinations paid for by the Board, to determine the employee's ability to perform the duties of the employee's job prior to approving or placing any employee on any unpaid leave of absence under Section 11.10 of this Agreement or any paid sick leave under Section 11.03 of this Agreement. The Board shall have the right to require any employee to submit to a medical examination, by a licensed physician of his/her choice prior to the employee's return to work from any unpaid medical leave of absence under Section 11.10 of this Agreement or any paid sick leave under Section 11.03 of this Agreement. The physician(s) conducting the examination(s) will only supply their recommendations and not the specific reasons concerning the ability to perform the duties of the job to the Superintendent, the Board and the employee. Should a dispute occur concerning the Board's decision to approve or place an employee on an unpaid medical leave of absence or paid sick leave, the recommendations of the physician(s) can be disclosed to the Board's and Association's representatives and the referee and courts who are involved in resolving the dispute as provided by and in accordance with Ohio Revised Code Sections 3319.13 and 3319.16.

15.04 Nothing in this Agreement shall be construed to waive the physician-patient privilege provided by the Ohio Revised Code.

ARTICLE XVI:

ALTERNATIVE EDUCATION PROGRAM (AEP)

16.01 Due to the unique needs of the students they serve, members working in the AEP may have the variations listed in this Section from the terms and conditions of employment for other members covered by this Agreement. All other terms and conditions of employment for teachers assigned to the AEP and not listed below, will be consistent with those of other members and as detailed throughout this Agreement.

A. The student year may begin one week earlier than the regular school calendar and the staff year begins three (3) days earlier than the regular staff work year.

B. The AEP teachers will attend the district and building level meetings on the first teacher work days.

C. Because of the early start, the Project Success programs may not meet during the week of Thanksgiving and teachers in the AEP will not be in attendance at that time.

D. Teachers in the AEP will attend four (4) evening parent conferences (one per quarter, lasting 2 ½ hours each) and evening training sessions. The amount of time attending the evening training sessions shall not be more than the total amount of after-school time provided in the Collective Bargaining Agreement (Section 10.0202 A, C and D). The AEP teachers will also attend six (6) evening parent-training sessions that will be two (2) hours in length for each session.

E. Two additional hours will be held in reserve in the event it is necessary to lengthen the day as provided in Section 10.0202, provided there is at least a seventy-two (72) hours notice to the AEP staff.

F. Each AEP teacher shall have a forty-five (45) minute lunch and forty five (45) to fifty (50) minutes per day for preparation. This preparation time shall be provided in an equitable manner to each AEP teacher.

G. The workday for an AEP teacher will not exceed four hundred and forty (440) minutes per day except as otherwise provided in this agreement.

16.02 The representatives for the board and the Association shall review the AEP operation and determine if there is any need to modify its operation and the requirements of the AEP teachers for subsequent years.

ARTICLE XVII:
SEVERABILITY

If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation, or order issued by any governmental authority, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended, and be of no effect thereafter, so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions of this Agreement which shall continue in full force and effect. In the event of suspension or invalidation of any provision of this Agreement, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XVIII:
NEGOTIATIONS PROCEDURE

18.01 PROCEDURE

18.0101 Either the Association or the Board may initiate negotiations by a “Notice to Negotiate” forwarded to the other party no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the Agreement, or sixty (60) days prior to the date of a currently negotiated re-opener. Within fifteen (15) working days of transmittal of said notice, the parties shall hold their first negotiations session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

18.0102 Each bargaining team shall consist of no more than eight (8) persons of which one shall be designated the spokesperson. Each team may be allowed to have two (2) additional persons at any one time attend as consultant(s). Such person(s) shall not be considered as a part of the bargaining team. All bargaining shall be conducted by said teams.

18.0103 Neither party in any negotiations shall have any control over the selection of the negotiating team or bargaining representatives of the other parties.

18.02 GOOD FAITH, EXCHANGE OF FACTS AND VIEWS

Both parties shall bargain in good faith. Facts, opinions, proposals, and counter proposals may be exchanged freely between the parties in an effort to reach understanding and agreement. The teams will be cloaked with the authority to bargain and reach tentative agreement. Neither party shall be forced to make a concession.

18.03 SCOPE OF BARGAINING

Negotiable matters shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

18.04 AGREEMENT

When final agreement is reached through negotiations, it shall be reduced to writing and submitted for ratification to the Association. The Association shall vote on ratification of the tentative agreement at a general membership meeting. Upon ratification, the Association President shall notify the Superintendent in writing who shall then submit the ratified agreement to the Board for adoption within seven (7) days of notification. Upon official adoption by the Board, the agreement shall be signed by both parties.

18.05 DISPUTE SETTLEMENT PROCEDURE

18.0501 In the event that negotiations for a new Master Contract do not result in an agreement, the parties agree to utilize the resolution procedure as provided in 4417.14 of the Ohio Revised Code.

18.0502 All costs of the fact-finder not paid by the State of Ohio will be shared equally by the parties.

18.06 IN-TERM CONTRACT BARGAINING

18.0601 If, during the term of the contract, bargaining is necessary due to severability or a scheduled re-opener provision in the contract, the parties shall meet and bargain in accordance with the provisions of Sections 18.01 through 18.04 above, and/or Article XVII, if applicable. The dispute settlement procedure shall be the same process as outlined in Section 18.05 except that the call for the mediator shall be made twenty (20) days from the first bargaining session, the call for fact-finding shall be made any time after the twentieth (20^{th}) day after the first mediation session, and the fact-finder shall issue his or her report within fifteen (15) days after the fact-finding hearing.

18.0602 If in-term contract bargaining occurs for any other reason, the parties shall negotiate for no more than twenty (20) days, after which the parties shall request the assistance of a mediator through the Federal Mediation and Conciliation Service (FMCS). If no resolution is achieved within an additional twenty (20) days after the first mediation session, the process shall be considered concluded and impasse shall exist between the parties, unless the time period is extended by mutual agreement. The participation of the Board and/or the Association in in-term bargaining shall not prejudice or prevent any grievance by the Association or Unfair Labor Practice (ULP) charge by either party nor be construed as an admission by either party that any such grievance or ULP charge has merit. Following the conclusion of in-term bargaining without resolution of the issue or issues, either party shall have an additional period of time equal to the original filing period in which to file such grievance or, subject to the requirements of the State Employment Relations Board, a ULP charge.

ARTICLE XIX:
CONCLUSION

19.01 DURATION

This Agreement shall be in effect from July 1, 2024 through June 30,2026.

19.02 COMPLETE AGREEMENT

Both the Board and the Association agree that this instrument represents the entire complete Agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the Board and the Association. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this Agreement are superseded by this Agreement. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are not contrary to or inconsistent with the terms of this Agreement, but which are not expressly incorporated into this Agreement, shall continue in effect until changed or discontinued by the Board after fulfilling any bargaining obligation it may have to the Association under Ohio law.

IN WITNESS WHEREOF,the parties hereto, by their duly authorized representatives, after adoption and approval of this entire Agreement by the Board by resolution, pursuant to 4117.10(B) of the Ohio Revised Code, have set their hands and seals this ss day of , 2023.

FOR THE BOARD:
By_____
Debra Bryant, Board President

By_____
Anthony Smith, Superintendent

By_____
Randy Seymour, Treasurer

FOR THE ASSOCIATION:
By_____
Taisha James, President

By_____
Brian Schultz, President

By_____
Dr, Christopher Tape, Bargaining Chair

Grievance No._____ *APPENDIX A*

GRIEVANCE FORM
Winton Woods City Schools

Name of Grievant:_____

Date:_____

Job Classification:_____

Job Location:_____

Name of Administrator/Supervisor:_____

Date Event Occurred Giving Rise to Grievance_____

Has the employee attempted to resolve grievance with supervisor? _____Yes_ ____No

Statement of Cause of Grievance (including date, time, place and all factual circumstances):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Provisions of Agreement Subject to Interpretation, Application or Alleged Violation:

_____

_____

_____

Remedy Requested:_____

_____

_____

_____

_____

_____
Signature of Grievant

APPENDIX B

APPLICATION FOR UNPAID CHILD CARE LEAVE
Winton Woods City Schools

DIRECTIONS: Please carefully read Section 11.08 of the Collective Bargaining Agreement which governs Unpaid Child Care Leave.

Name_____ Date_____
month/day/year

School & Assignment_____

Date Received by Superintendent or Designee:_____

1. Expected date of birth or adoption:_____
month/day/year

2. Requested date of leave to begin:_____
month/day/year

3. Requested date of return to work from leave:_____
month/day/year

I have read Section 11.08 of the Collective Bargaining Agreement which governs Unpaid Child Care Leave.

_____
Signature

TO BE COMPLETED BY SUPERINTENDENT OR DESIGNEE:

Recommendation to Board of Education: _____Approved _____Disapproved
Reason for disapproval:_____

_____

_____

_____ _____
Board Date Superintendent or Designee

cc: Superintendent
Treasurer
File

APPENDIX C
Side 1

APPLICATION FOR PAID PERSONAL BUSINESS LEAVE DAYS
Winton Woods City Schools

[To be submitted to the employee's immediate supervisor
Three (3) days in advance of leave day.]

Date: _____

I, hereby serve notice that I shall be absent from duty for ¼, ½, ¾, 1, 2, 3 (circle one) day(s) on _____ _____.

I further certify that such leave is necessary for the observance of religious holidays that require my total abstinence from work, for business of a personal nature that is not under my control and cannot be conducted at a time other than on my workday and during my work time, or for substitution for unpaid FMLA leave.

I have read the Personal Business Leave Section (Section 11.02) of the Collective Bargaining Agreement (reproduced on the reverse side of this form) and affirm that the use of the above-stated time is within the limits of that provision.

_____
Signature of Applicant

_____
Signature of Supervisor

Approved _____

Disapproved _____

pc to employee

APPENDIX C
Side 2

11.02 PAID AND UNPAID PERSONAL BUSINESS LEAVE

11.0201 All employees shall earn a minimum of three (3) personal business leave days for each school year of employment with the Board. These days shall be granted as paid days of absence for the observance of religious holidays that require total abstinence from work or for personal business that is not under the control of the employee and that cannot be conducted at a time other than on an employee's workday and during an employee's work time, or for substitution for unpaid FMLA leave. Fractional days must be used when the absence does not require a full day's absence, except when paid personal business leave is substituted for unpaid FMLA leave. No paid or unpaid personal business leave shall be deducted from an employee's accumulated sick leave reserve.

11.0202 An application for paid personal business leave shall be made to the employee's immediate supervisor at least three (3) days in advance of the leave day on the form attached hereto and made a part hereof as Appendix C. The requirement of advance notice shall be waived by the immediate supervisor because of emergency conditions that prevent the giving of advance notice.

11.0203 For good and sufficient reason(s) approved by the Superintendent or designee, personal business leave with pay or without pay may be approved beyond the limitations set forth in Section 11.0201 above. A letter from the employee outlining the extreme extenuating circumstances must be presented to the Superintendent or designee for advance written approval of personal business leave with pay or without pay which is beyond the limitations set forth in Section 11.0201 above, except the requirement of advance notice shall be waived by the Superintendent or designee because of emergency conditions that prevent the giving of advance notice.

11.0204 An employee's failure to follow the procedures of this Article or an employee's use of personal business leave for reasons other than those specified in Section 11.0201 or Section 11.0203 above, shall constitute a willful violation of this Agreement by the employee and shall constitute just cause for disciplinary action.

11.0205 Employees will be credited with paid or unpaid personal business leave time for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal leave, and paid sick leave accumulation. The Board shall not be obligated to pay any insurance premium costs on behalf of employees on unpaid personal business leave, except that when such leave is counted toward the employee's FMLA leave entitlement, the Board shall pay its share of health insurance premiums, but only to the extent that the FMLA requires the Board to do so; and except that the Board shall pay its share of insurance premium costs for the insurance benefits, as specified in this Agreement, for an employee on unpaid personal business leave for the remainder of the month during which the employee commences the leave. An employee granted unpaid personal business leave may elect to continue the insurance benefits as specified in this Agreement, during the period of the leave, by employee payment of the entire premium costs for such insurance. Employee checks for insurance coverage shall be made payable to the respective carriers and given to the Board's Treasurer or designee by the first (1st) day of each month for which the employee elects insurance coverage.

11.0206 If a member has one or more paid personal business leave days remaining unused at the end of the school year, two (2) days will be added to the member's sick leave balance and reflected in the first pay check in July.

APPENDIX D

APPLICATION FOR PAID SICK LEAVE

Winton Woods City Schools

Employee's Name:_____ Date Submitted:_____

School Assigned:_____ Approved:_____ Disapproved_____

Date:_____
By:_____

The undersigned says that he/she is hereby making application for the use of sick leave days and that the use of such sick leave days is justified for the following reason:

1. Reason for use of leave:

   A._____ Personal illness or pregnancy
   B._____ Personal injury
   C._____ Personal exposure to contagious disease
   D._____ Illness, injury or death in immediate family

2. If A, B, or C is checked above, was medical attention required? _____Yes _____No

3. If "yes" please state the name and address of the physician and the dates consulted.

   Name:_____
   Address:_____
   Dates consulted:_____

4. If "D" is checked above, please give the name, address and relationship of such members of your immediate family.

   Name:_____
   Address:_____
   Relationship:_____

5. I hereby request _____day(s) of sick leave beginning at __AM/PM on _____,
   20_____, and ending _____ AM/PM on _____, 20_____.

_____
Signature of Employee

If disapproved state reasons:

Winton Woods City School District

Salary Schedule

Teachers

Effective August 1, 2024

Base $45,571

Step	Bachelor's	Five-Year	Master's	MA+10	MA+20	MA+30	PhD
0	45,571	47,622	49,764	50,169	50,574	50,980	51,385
1	47,622	49,764	52,006	52,411	52,816	53,222	53,627
2	49,764	52,006	54,343	54,749	55,154	55,560	55,965
3	52,006	54,343	56,791	57,196	57,602	58,007	58,412
4	54,343	56,791	59,347	59,753	60,158	60,563	60,969
5	56,791	59,347	62,018	62,423	62,828	63,234	63,639
6	59,347	62,018	64,807	65,212	65,617	66,023	66,428
7	62,018	64,807	67,723	68,129	68,534	68,939	69,345
8	64,807	67,723	70,772	71,177	71,583	71,988	72,394
9	67,723	70,772	73,957	74,363	74,768	75,173	75,579
10	70,772	73,957	77,284	77,689	78,095	78,500	78,906
11	73,957	77,284	80,761	81,167	81,572	81,977	82,383
12	77,284	80,761	84,393	84,799	85,204	85,609	86,015
13		84,393	88,189	88,595	89,000	89,405	89,811
14			91,142	91,548	91,953	92,358	92,764
16	79,176	86,285	93,034	93,440	93,845	94,250	94,656
20	81,744	88,853	95,602	96,007	96,413	96,818	97,224
25	84,987	92,096	98,845	99,251	99,656	100,062	100,467
27	86,126	93,236	99,985	100,390	100,796	101,201	101,606
29	87,266	94,375	101,124	101,529	101,935	102,341	102,746

Winton Woods City School District
Salary Schedule
Teachers
Effective August 1, 2025

Base $46,938

Step	Bachelor's	Five-Year	Master's	MA+10	MA+20	MA+30	PhD
0	46,938	49,050	51,256	51,674	52,091	52,509	52,927
1	49,050	51,256	53,566	53,983	54,401	54,818	55,236
2	51,256	53,566	55,974	56,391	56,809	57,226	57,644
3	53,566	55,974	58,494	58,912	59,330	59,747	60,165
4	55,974	58,494	61,127	61,545	61,962	62,380	62,798
5	58,494	61,127	63,878	64,296	64,713	65,131	65,548
6	61,127	63,878	66,751	67,168	67,586	68,003	68,421
7	63,878	66,751	69,755	70,172	70,590	71,007	71,425
8	66,751	69,755	72,895	73,312	73,730	74,147	74,565
9	69,755	72,895	76,176	76,593	77,011	77,428	77,846
10	72,895	76,176	79,602	80,020	80,437	80,855	81,273
11	76,176	79,602	83,184	83,601	84,019	84,436	84,854
12	79,602	83,184	86,924	87,342	87,760	88,177	88,595
13		86,924	90,834	91,252	91,669	92,087	92,505
14			93,876	94,294	94,711	95,129	95,547
16	81,551	88,873	95,825	96,243	96,660	97,078	97,495
20	84,196	91,518	98,470	98,887	99,305	99,723	100,140
25	87,537	94,859	101,810	102,228	102,646	103,064	103,481
27	88,710	96,032	102,984	103,402	103,819	104,237	104,654
29	89,883	97,206	104,157	104,575	104,993	105,411	105,828

WINTON WOODS CITY SCHOOL DISTRICT
Salary Schedule Index

Step	Bachelor's	Five-Year	Master's	MA+10	MA+20	MA+30	PhD
0	1.00000	1.04500	1.09200	1.10090	1.10979	1.11869	1.12759
1	1.04500	1.09200	1.14120	1.15010	1.15899	1.16789	1.17679
2	1.09200	1.14120	1.19250	1.20140	1.21029	1.21919	1.22809
3	1.14120	1.19250	1.24620	1.25510	1.26400	1.27289	1.28179
4	1.19250	1.24620	1.30230	1.31120	1.32009	1.32899	1.33789
5	1.24620	1.30230	1.36090	1.36980	1.37869	1.38759	1.39649
6	1.30230	1.36090	1.42210	1.43100	1.43989	1.44879	1.45769
7	1.36090	1.42210	1.48610	1.49500	1.50389	1.51279	1.52169
8	1.42210	1.48610	1.55300	1.56190	1.57080	1.57969	1.58859
9	1.48610	1.55300	1.62290	1.63180	1.64070	1.64959	1.65849
10	1.55300	1.62290	1.69590	1.70480	1.71369	1.72259	1.73149
11	1.62290	1.69590	1.77220	1.78110	1.78999	1.79889	1.80779
12	1.69590	1.77220	1.85190	1.86080	1.86969	1.87859	1.88749
13		1.85190	1.93520	1.94410	1.95299	1.96189	1.97079
14			2.00000	2.00890	2.01779	2.02669	2.03559
16	1.73742	1.89342	2.04152	2.05042	2.05931	2.06821	2.07711
20	1.79377	1.94977	2.09787	2.10676	2.11566	2.12456	2.13346
25	1.86494	2.02094	2.16904	2.17794	2.18684	2.19574	2.20463
27	1.88994	2.04594	2.19404	2.20294	2.21184	2.22074	2.22963
29	1.91494	2.07094	2.21904	2.22794	2.23684	2.24574	2.25463

APPENDIX F-1

Supplemental Salary Schedule
Effective August 1, 2023

Group 1
HS Head Football Coach
HS Band Director
HS Boys Basketball Head Coach
HS Girls Basketball Head Coach
HS Girls Crew Rowing Coach
Assistant Athletic Director

Group 2
HS Strength Training Coach
HS Choir Director

Group 3
HS Assistant Varsity Football Coach (4)
HS Boys Basketball Varsity Assistant (2)
HS Girls Basketball Varsity Assistant (2)
HS Lacrosse Head Coach
HS Volleyball Head Coach
HS Color Guard Director/Choreographer
HS Assistant Band Director
HS Orchestra Director
HS Spring Musical Director

Group 4
HS Junior Varsity Football Coach (4)
HS Boys Basketball Junior Varsity Coach
HS Girls Basketball Junior Varsity Coach
HS Boys Soccer Head Coach
HS Girls Soccer Head Coach
HS Wrestling Head Coach
HS Lacrosse Varsity Assistant Coach
HS Volleyball Varsity Assistant Coach
HS Boys Track Head Coach
HS Girls Track Head Coach
HS Band Associate Band Director
HS Choir Assistant Director
HS Fall Play Director
HS Yearbook
HS Auditorium Supervisor

Group 5
HS Freshman Football Head
HS Freshman Assistant Football (2)
HS Girls Basketball Freshman Coach
HS Boys Basketball Freshman Coach
HS Varsity Cheer Coach Basketball
HS Boys Soccer Assistant Varsity Coach
HS Girls Soccer Assistant Varsity Coach
HS Wrestling Varsity Assistant Coach
HS Wrestling Junior Varsity Coach
HS Baseball Head Coach
HS Softball Head Coach
HS Lacrosse Junior Varsity Coach
HS Volleyball Junior Varsity Coach
HS Boys Track Varsity Assistant Coach (2)
HS Girls Track Varsity Assistant Coach (2)
HS Boys and Girls Track Pole Vault Coach
HS Stage Director Spring

Group 6
HS Varsity Head Cheer Coach Football
HS JV Cheer Coach Basketball
HS Volleyball Freshman Coach

Group 6 -(cont.)
HS Boys Soccer Junior Varsity Coach
HS Girls Soccer Junior Varsity Coach
HS Boys Bowling Head Coach
HS Girls Bowling Head Coach
HS Baseball Varsity Assistant Coach
HS Softball Varsity Assistant Coach
HS Boys Golf Coach
HS Girls Golf Coach
HS Boys Tennis Coach
HS Girls Tennis Coach
HS Cross Country Head Coach
HS Boys Track Junior Varsity Coach
HS Girls Track Junior Varsity Coach
HIgh School Head Swimming Coach (MS)
MS Head Football Coach (7th)
MS Head Football Coach (8th)
MS Boys 7th Grade Basketball Coach
MS Boys 8th Grade Basketball Coach
MS Girls 7th Grade Basketball coach
MS Girls 8th Grade Basketball Coach
MS Cross Country COach Boys & Girls
MS Boys Head Track Coach
MS Girls Head Track Coach
MS Boys Soccer Coach
MS Girls Soccer Coach
MS Head Wrestling Coach
MS Volleyball Coach(3)
HS Stage Crew Director Fall
MS Choir Director
MS Orchestra Director
HS Student Council Co-Chair (2)

Group 7
HS Junior Varsity Cheer Football
HS Freshman Cheer Coach Basketball
HS Baseball Junior Varsity Coach
HS SOftball Junior Varsity Coach
HS Assistant Swim Coach (MS)
HS Assistant Cross Country Coach
MS Assistant Football Coach 7th
MS Assistant Football Coach 8th
MS Boys Assistant Track Coach
MS Girls Assistant Track Coach
MS Assistant Wrestling Coach
MS Baseball Team
MS Softball Team
MS Cheer Coach 7th Grade Basketball
MS Cheer Coach 8th Grade Basketball
District Jazz Band
Percussion Specialist
HS A-Capella Director (2)
MS Production Director

Group 8
HS Freshman Cheer Coach Football
MS Cheer Coach 7th Grade Football
MS Cheer Coach 8th Grade Football
MS Assistant Baseball Coach
MS Asst. Softball Coach
MS Band Director
MS Musical Choreographer
Visual Art Co-Director (2)
Academic Quiz Team

APPENDIX F-2

Supplemental Salary Schedule
Academic (Teaching and Learning Department)

Category 1: Special Content Areas – Ten percent (10%) of contracted salary
Must complete five (5) extended days of service

K-12 ESL Coordinator
K-12 Fine Arts Coordinator
K-12 Gifted Coordinator
Academy of Global Studies Coordinator

Category 2: Department Head (7-12) – Seven percent (7%) of contracted salary
Must complete five (5) extended days of service

MS English/Language Arts
HS English/Language Arts
MS Mathematics
HS Mathematics
MS Science
HS Science
MS Social Studies
HS Social Studies
MS Special Education
HS Special Education
Secondary Global Language
Secondary Guidance

Category 3: Grade Level or Content Area (K-6) – Three percent 3% of contracted salary
Must complete two (2) extended service days.

Kindergarten Math
Grade 1 Math
Grade 2 Math
Kindergarten Reading
Grade 1 Reading
Grade 2 Reading
Grade 3 English Language Arts
Grade 4 English Language Arts
Grade 3 Mathematics
Grade 4 Mathematics
Grade 5 English Language Arts
Grade 6 English Language Arts
Grade 5 Mathematics
Grade 6 Mathematics
ES Special Education
IS Special Education

APPENDIX G
(This form is available online*)*

WINTON WOODS CITY SCHOOLS
REQUEST FOR PROFESSIONAL LEAVE

Name:_____
Date:_____School:_____
Event/Activity:_____
Location:_____Dates: From_____Through_____
Date(s) of Absence from school:_____Sub. Required? Yes_____No_____

How does this relate to building/district goals?_____
_____
_____

YOU MUST ATTACH DOCUMENTATION OF CONFERENCE DATES, LOCATION, AND REGISTRATION COSTS. A PHOTOCOPY OF THE REGISTRATION FORM WILL USUALLY SUFFICE.

ESTIMATE OF EXPENSES: Accurate estimate of all probable expenses is required.

REGISTRATION FEE:

(Please check.) This includes: $_____
Some Meals_____ Lodging _____ Materials_____Fee Only_____

PREPAYMENT REQUESTED? PLEASE READ CAREFULLY:

YES_____ Only if you wish C.O. to prepay.

NO _____ You will pay registration fee and claim reimbursement *after you have attended* the conference.

PREPAYMENT WILL ONLY BE MADE FOR REGISTRATION FEES OF $35.00 OR MORE.

LODGING: Single_____ Double_____ Per Night_____ $_____

TRAVEL: (Please check.) Car_ (_____miles at the August 1, I.R.S. Rate)
Air _____Bus _____Train _____(fare) $_____

MEALS: (Estimate three meals per day @ $20.00 daily.
We will pay actual costs only. Must submit receipts.) $_____

MISCELLANEOUS: (Airport parking, ground transportation while at
Meeting, etc.) Specify:_____
_____ $_____

TOTAL ESTIMATED EXPENSES: $_____

SUPERVISOR'S APPROVAL APPROVED:

_____ _____
Supervisor Date Superintendent or Designee Date

Denied for the following reason: _____

FOR OFFICE USE ONLY. THIS COPY TO APPLICANT __ BUSINESS OFFICE __

APPENDIX H
(This form is available online)

WINTON WOODS CITY SCHOOLS

REQUEST FOR REIMBURSEMENT OF EXPENSES FOR PROFESSIONAL LEAVE

Date Submitted:_____

Name:_____

Event:_____

Location:_____

Dates of Attendance: From_____ To:_____

REIMBURSEMENT REQUESTED FOR: (Include, but label, all prepaid expenses.)

TRAVEL: _____ MILES AT THE August 1, I.R.S. Rate_____ $_____
OR other travel _____ $_____

LODGING: _____ nights at _____ per night $_____
single_____ double_____ $_____

MEALS: $_____

MISCELLANEOUS:
(specify)_____
_____
_____
_____ $_____

TOTAL OF ALL EXPENSES: $_____

SUBTRACT TOT OF PREPAID ITEMS: $_____

TOTAL AMOUNT NOW DUE PAYEE: $_____

APPROVED FOR PAYMENT:

_____

SIGNATURES:

_____
Employee

_____
Principal

_____
Superintendent or Designee

Form B-12R

APPENDIX I
(This form is available online)

WINTON WOODS CITY SCHOOLS

PROCEDURE FOR REIMBURSEMENT FOR PROFESSIONAL LEAVE

Reimbursement Request

1.0 Carefully and thoroughly complete the Request for Reimbursement of Expenses for Professional Leave (Form B-12R). Reflect your expenses fairly and accurately.

2.0 Attach to Form B-12R itemized bills, statements, or receipts for expenses. Every attempt should be made to obtain a receipt for any expense when a reimbursement is expected. The state auditor requires that expenses for the items below must have documentation for reimbursement.

2.1 Travel by airlines, train, and bus.

2.2 Ground travel, excluding taxi.

2.3 Lodging.

2.4 Food.

2.5 Registration fees.

2.6 Parking.

2.7 Tolls (highway and bridges).

3.0 Submit the form and receipts to your principal/supervisor within ten (10) days of your return from the approved meeting.

4.0 The principal/supervisor will submit them to the Superintendent or designee for approval.

5.0 Reimbursement for all properly expended and documented costs will be made to you by check from the Treasurer's Office.

6.0 Reimbursement will only be made for those expenditures given approval on the Request for Professional Leave form. Example: Application for Professional Leave form does not show your request for mileage; however, when completing the request for Reimbursement of Expenses form request for payment of mileage is included. That request and ones similar to this example will not be honored (paid for).

Arrangements and Reimbursement Guidelines

1.0 Meals. Twenty Dollars ($20.00) per day is a planning estimate for meals. This amount is neither an automatic allowance nor an exact limit, and since actual expenses will vary, appropriate allowances will be made. Expenditures for alcoholic beverages and entertainment are not reimbursable. Meals taken in a hotel or motel where you are staying may be charged to your room and included in the room statement.

2.0 Travel. When traveling by car exact mileage is reimbursable up to the number of miles where the cost is equal to the cost of public transportation. When the reimbursement would exceed the cost of public transportation, only the public transportation costs are allowable. If you travel with a person(s) from another school district(s), the expenses should be shared by the districts. If you travel by plane, it is preferred that you obtain your ticket on your own, perhaps using a deferred billing plan, and include the cost in your claim for reimbursement. If you cannot follow this procedure, your principal/supervisor will determine if the Superintendent will approve other arrangements. Travel by bus or train when appropriate is permitted.

3.0 Lodging. If you share a room with another person(s), your hotel or motel statement must accurately reflect your share of the cost.

4.0 Other Expenses. Other necessary and reasonable expenses will be reimbursed with proper documentation, if required. Itemized gratuities are not reimbursable as they are not considered to be proper expenditure of public funds.

5.0 Registration fees. Reimbursement for the registration fee will be limited to the member registration costs when the meeting is sponsored by the group or organization of the person’s major job responsibility. (i.e., An employee who attends a convention will be reimbursed at the rate charged to members of the organization. If the employee is not a member, the employee will be expected to pay the difference between the member and nonmember registration fee.)

APPENDIX J

WINTON WOODS CITY SCHOOLS

APPLICATION FOR ASSAULT LEAVE

Employee's Name_____ Date_____

School Assigned_____ Submitted_____

Approved_____ Disapproved_____

Date_____

By_____

The undersigned says that he/she is hereby making application for the use of assault leave days and that the use of such assault leave days is justified for the following reasons:

1. Reason for use of leave:

2. Was medical attention required? Yes_____ No_____

3. If "yes", please state the name and address of the physician and the dates consulted.

   Name _____

   Address_____

   Dates Consulted*_____

   *Please see 11.1102(B) on back of form.

4. Have criminal charges been filed? Yes_____ No_____

5. I hereby request _____ day(s) of assault leave beginning

   _____ A.M./P.M.,_____, 20_____, and ending

   _____A.M./P.M.,_____, 20_____.

_____
Signature of employee

If disapproved, state reasons:

11.11 ASSAULT LEAVE

11.1102 Assault leave may not be granted under this policy unless the employee in question:

B. Provides a letter from a licensed physician stating the nature and duration of the disability related to the assault and the necessity of absence from regular employment.

APPENDIX K

WINTON WOODS CITY SCHOOLS

REQUEST FOR PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE

Employee's Name_____ Date Submitted_____

School Assigned_____ Approved_____

Disapproved_____

Date_____

By_____

The undersigned says that he/she is hereby making application for the use of jury duty and subpoenaed witness duty leave days as per 11.05 of the Collective Bargaining Agreement.

1. Reason for use of leave (please indicate type of leave):

2. I hereby request _day(s) of jury duty and subpoenaed witness duty leave beginning

_____ A.M./P.M., _____, 20_____, and ending

_____ A.M./P.M., _____, 20_____.

Please note that an employee must return to work while on jury duty or witness duty if the employee is released for any day or days of jury duty or witness duty by the court of administrative agency (see Section 11.05 on back of form).

3. Comments:

_____

_____

_____

_____
Signature of Employee

If disapproved, state reasons:

_____

_____

11.05 PAID JURY DUTY AND SUBPOENAED WITNESS DUTY LEAVE

11.0501 When an employee must serve on jury duty or is subpoenaed to appear as a witness at a court or public administrative hearing in which the employee is not a party or the subject of the hearing, the employee shall give the Superintendent or designee as much advance written notice of the jury or witness duty as possible, and the employee will be released from duty for each day of required jury duty or witness duty service. An employee must return to work while on jury duty or witness duty if the employee is released from any day or days of jury duty or witness duty by the court or administrative agency.

11.0502 The Board will pay an employee absent from work due to jury or subpoenaed witness duty under Section 11.0501 above. Any compensation or fee provided to the employee by the court, administrative agency or party to the dispute may be retained by the employee to cover incidental expenses of jury or witness service.

11.0503 Employees will be credited with time spent on paid jury duty and subpoenaed witness duty leave for purposes of salary step increases on the salary schedule, seniority or length of service, paid personal business leave, paid sick leave accumulation and Board-paid insurance premium costs.

APPENDIX L
Side 1

WINTON WOODS CITY SCHOOLS

LOG OF MEETING TIME OUTSIDE THE WORKDAY (UNCOMPENSATED)

Name_____
Academic Year_____
School Building_____

Use this sheet to maintain a log of all applicable meetings. (A list of qualifying meetings can be found on the back of the form.) Submit the original of this log to your principal or immediate supervisor by March 15th. Submit a second log containing meetings after March 15th by the last teacher workday.

Date	Student and/or Purpose	Starting Time	Ending Time	Time Spent	Cumulative Time

I certify that the above is an accurate reflection of the time spent.

Signature:_____ Date_____

Approved:_____
(Principal or Immediate Supervisor)

APPENDIX L
Side 2

Qualifying meetings:

1. ETM – Evaluation Team Meeting
2. 504 – Section 504 of the Rehabilitation Act
3. IEP – Individual Education Program
4. Program Review
5. RTI-Response to Intervention Team
6. CIP – Continuous Improvement Plan, including High Schools That Work (limited to 2 hours/month)
7. Parent – initiated conferences arranged through the school office
8. Manifestation Meeting
9. Financial Aid Night (Payable only to Counselors)
10. Post-Secondary Options Night (Payable only to Counselors)
11. College Fair (Payable only to Counselors)
12. Fall College Meeting for Seniors (Payable only to Counselors)
13. Freshman Orientation (Payable only to Counselors)
14. Extra Scheduling Night (Payable only to Counselors)
15. Senior Honors Night (Payable only to Counselors)
16. Eighth Grade Parent Night (Payable only to Counselors)

APPENDIX M

WINTON WOODS CITY SCHOOLS
TUITION REIMBURSEMENT APPLICATION
& COMPLETED COURSEWORK CONFIRMATION

NAME DATE

I wish to apply for reimbursement for the following credits:

University or College:

Name and Number of Course

Number of hours: Quarter hrs: Semester hrs:

Cost per Credit Hour: _____

Date of First Class: _____

(Tuition Reimbursement Application must be submitted prior to the first date of the class)

College Registration Form Attached – including actual cost of tuition

To be completed after coursework:

College Transcript Attached – must be received by September 1st confirming successful completion of coursework

For Office Use Only

Received – Date Initial

APPENDIX N

WINTON WOODS CITY SCHOOLS

SALARY SCHEDULE CREDIT VERIFICATION FORM

This form must be accompanied by an official transcript for placement on the salary schedule.

Name_____ Date_____

Salary schedule change requested:

_____ Five (150 Semester Hours)

_____ MASTERS

_____ MA + 10

_____ MA + 20

_____ MA + 30

The attached documentation indicates an increase of (indicate number)

_____ undergraduate semester* hours

_____ graduate semester* hours

To date, I have accumulated (indicate total number)

_____ undergraduate semester* hours

_____ graduate semester* hours

_____
(Signature of Employee)

*To convert quarter Hours to semester hours, divide quarter hours by 1.5.

For Office Use Only

_____ _____ _____
(Date Received) (Date Returned) (Signature)

APPENDIX O

WINTON WOODS CITY SCHOOLS

REQUEST FOR CLASSROOM OBSERVATIONS BY NON-EDUCATIONAL PERSONNEL

Student's Name:_____ Grade:_____

School:_____ Teacher:_____

Person Requesting the Observation:_____

Relationship to Student:_____ Phone:_____

Date of Observation:_____ Time:_____

Purpose of Observation:_____

Person completing this form:_____

Date:_____

Approval of observation:_____

When a person is in a building owned and/or operated by the Board of Education for any purpose, they will be expected to act and conduct themselves in a courteous fashion. Verbal or physical intimidation will not be permitted. Visitors shall not be allowed to videotape or audiotape students in the classroom as it violates the privacy rights of students unrelated to the visitor.

To maintain the healthy learning environment, which is vital to all students, visitors to the classroom are expected to observe classroom and school rules. The teacher may end the observation if these rules are violated.

Visitors are to be silent observers and should refrain from interacting with the teacher or students during the observation. If the observer wishes to confer with the teacher a conference can be scheduled for a later time, when students are not present. Prior to the scheduling of additional observations a conference will be held with the classroom teacher, the building administrator and the observer to discuss purpose and anticipated outcomes.

Original to building principal.
Copy to classroom teacher.
Copy to parent prior to observation along with school district guidelines regarding conduct of visitors to school property.

APPENDIX P

WINTON WOODS CITY SCHOOL DISTRICT

FACILITY REPORT FORM

This form is not to be used in place of a routine Work Order request. It is intended to provide employees with an avenue for communicating a facility concern in their building, something that could not necessarily be handled through a Work Order, to the Business Office. Complete the form and have your principal or department head/immediate supervisor review and sign before sending directly to the Central Office.

Name:_____ Building:_____

Date Submitted:_____

Facility Concern:_____

Principal or Department Head Signature:_____ Date:_____

APPENDIX Q
Side 1

CONTINUING CONTRACT APPLICATION

Name_____ Building Assignment_____

Years in District_____ Total Years of Experience_____

Type of Certificate/License currently held_____

Please circle appropriate level of education:

Masters MA+10 MA+20 MA+30

Did you have continuing contract status in your previous employment?_____

ELIGIBILITY REQUIREMENTS

Winton Woods City Schools requires that four formal observations be conducted in any year the employee will be considered for a continuing contract.

The requirements of the Ohio Revised code are printed on the back of this form.

APPENDIX Q
Side 2

OHIO REVISED CODE

§ 3319.08 Teacher employment and re-employment contracts.

(D) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

(1) Any teacher holding a professional, permanent, or life teacher's certificate;

(2) Any teacher who meets the following conditions:

(b) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

(c) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

(d) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education as shall adopt.

(3) Any teacher who meets the following conditions:

(a) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

(b) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has held an educator license for at least seven years.

(d) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board of education shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

(E) Division (D) of this section applies only to continuing contracts entered into on or after the effective date of this amendment. Nothing in that division shall be construed to void or otherwise affect a continuing contract entered into prior to that date.

Notwithstanding any provision to the contrary in Chapter 4117 of the Revised Code, the requirements of division (D)(3) of this section prevail over any conflicting provisions of a collective bargaining agreement entered into on or after the effective date of this amendment.

(F) Wherever the term "educator license" is used in this section without reference to a specific type of educator license, the term does not include an educator license for substitute teaching issued under section 3310.226 of the Revised Code.

APPENDIX R

WINTON WOODS CITY SCHOOL DISTRICT

BUILDING ADVISORY COMMITTEE CONCERN FORM

Contract Language: Article VI, Section 6.0203

> "The building advisory committees are intended to be advisory only and are intended to assist the administrators and the school staff, through the process of open discussion, to address needs and concerns. The committee should not be used to take the place of proactive communication between employees and administration. The committees shall assume the responsibility for being knowledgeable about matters which relate to their function. The building advisory committees shall not deal with issues that either Association members or administrators believe are grievance matters, nor shall the committees have the authority to alter the Collective Bargaining Agreement. Committee meetings are not intended to replace informal communication between employees or Association representatives and their building administrators. WWTA may, after investigation and review of a particular matter, present summarized information for discussion without identifying the individuals(s) who brought the issue forward. In the event the administrator finds that he or she cannot effectively address the concern(s) without additional information, including the source of the concerns(s), WWTA will provide such information upon request or withdraw the issue. WWTA may thereafter submit the matter to the Superintendent for review and consideration.

Employees: Please complete the following form so that we can more accurately address your concern. The form is to be seen by the Association committee members only and will not be individually shared with the building principal.

1. What is your building concern?

2. How do you feel it affects the staff or students?

3. What have you done, if anything, to address this concern on your own, prior to bringing it to the attention of the committee?

_____ _____
Signature Date

Committee disposition checklist:

_____ building issue — placed on the agenda
_____ building issue — returned to the individual for clarification
_____ non-building issue — returned to the individual with personal explanation

APPENDIX S

WINTON WOODS CITY SCHOOL DISTRICT

SUPPLEMENTAL POSITION RE-EVALUATION REQUEST FORM

I. To be Completed by Applicant:

I hereby request re-evaluation of the following supplemental position:

Position _____

Present Salary Group _____ Requested Salary Group _____

Reason for Request (request should be accompanied by data such as: salary comparisons, including comparable job description for Fort Ancient Valley Conference and Hamilton County Schools of comparable size, number of students being supervised, number of coaches currently employed, additions to job description and by whom added, unique circumstances specific to the request)

_____
_____
_____
_____
_____

_____ _____
Date Signature of Employee

II. To be Completed by Athletic Director, Fine Arts Facilitator, or Immediate Supervisor:

Comments on the Request:

_____
_____
_____
_____
_____

_____ _____
Date Signature of Athletic Director, Fine Arts Facilitator
Or Immediate Supervisor

III. To be Completed by the Supplemental Review Team:

IV. Recommend Approval _____ Disapproval _____

_____ _____

Date Signature of Chairperson

APPENDIX T

WINTON WOODS CITY SCHOOL DISTRICT

Contract Year

ANNUAL EMPLOYEE INTERVIEW RECORD

CERTIFICATED STAFF MEMBER'S NAME: *NAME*

Present School – *SCHOOL* Present Assignment – *ASSIGNMENT*

PREFERENCES FOR NEXT SCHOOL YEAR: (check)
_____ wish to return to same school/assignment
_____ desire building change (will complete Professional Interest Survey form)
_____ will request assignment change (i.e. grade level, course subject, etc.)
_____ will request job change (i.e. teacher to counselor, counselor to administrator, etc.) (will complete Professional Interest Survey form)
_____ leaving (if retiring, letter of intent must be submitted prior to April 1st)
_____ will request leave of absence (child care, sabbatical, unpaid medical, etc.)

PLACEMENT ON SALARY SCHEDULE (BASE SALARY ONLY) FOR 200_-200_:
Training – Winton Woods Experience – Sem. Hours –
Salary Step – Salary –

Note: Official transcripts validating additional training — where change in salary is anticipated — must be submitted with a note indicating the desire for salary adjustment to the personnel office no later than September 1st.

CONTRACT STATUS:
Is on a contract expiring
(NOTE: If you are on a continuing contract, no expiration date will be listed.)

CERTIFICATION STATUS: (*Please review carefully)*
Grade: expiring
(NOTE: If you have a permanent certificate, no expiration date will be listed.)

STAFF EVALUATION & DEVELOPMENT PLACEMENT FOR 200_-200_:

I have read the section dealing with assignments (Section 10.12) of the Collective Bargaining Agreement between the Winton Woods City School District Board of Education and the Winton Woods Teachers' Association affiliated with the SWOEA, the OEA, and the NEA and realize that this conference fulfills the requirement that my building principal/designee, supervisor will hold an annual interview to discuss the above items with me.

To the best of my knowledge, the information recorded above is correct on this date.

_____ _____
Staff Member's Signature Interviewer's Signature

DATE OF INTERVIEW: _____ TIME: _____

SPECIAL NOTES, IF ANY:

_____
_____
_____

Principals/Supervisors: This form must be returned to the office of the Executive Director of Human Resources by _____
DATE

APPENDIX U

WINTON WOODS CITY SCHOOL DISTRICT

CLASSROOM PREPARATION HOURS LOG

NAME _____ Date _____
Position _____
Building _____

Social Security # _____

*Fill in the date and hours for any extra time worked PRIOR TO AND IN PREPARATION FOR THE START OF THE SCHOOL YEAR along with the reason for the time.

CP – Classroom Preparation

	Date	Hours	Reason	Date	Hours	Reason	Date	Hours	Reason
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									

Total hours submitted _____

_____
Employee Signature

Due to the Principal by September 1.

_____
Supervisor Signature



SIX BELL COMPLAINT FORM GRADES 7-12

APPENDIX V

Section 10.0317

Teacher's Name: _____
School: _____
Grade Level and Class_____
Number of Teaching Bells _____
Number of Preps_____
Total Class Load_____
Class size per bell _____ _____ _____ _____ _____ _____ _____ _____
1 2 3 4 5 6 7 8
Type of Class (e.g., Regular Ed, Inclusion, Substantially Separate Special Ed, ESL, etc.) :_____
Is there a paraprofessional? Yes: _____ **No:** _____
Date Presented to Principal: _____
Meeting Date(s): _____
Summary of Administrative Response:
_____
_____
_____
Proposed Remedy:
_____
_____

Signature _____ **Date:** _____

APPENDIX W

	PPO Plan Single/Family Non-Embedded	HDHP with HSA Plan Single/Family Embedded
NETWORK NAME	Blue Access PPO	Lumenos HSA
Embedded or Non-embedded	Embedded	Embedded
Deductible	$1,500/$3,000	$3,250/$6,500
Co-insurance	80/20	100/0
Maximum Out-of-Pocket	$4,000/$8,000	$3,250/$6,500
Office Visit Copays Primary or Specialist	$20/$30	Deductible, then 100%
Emergency Room	$200 copay	Deductible, then 100%
Urgent Care	$100 copay	Deductible, then 100%
Preventive	Covered in full	Covered in full
Retail Drug	$10/$25/$40	Deductible, then 100%
Mail Order Drug	$10/$65/$120	Deductible, then 100%