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M A S T E R
A G R E E M E N T

Between

The Worthington Education Association

and

The Worthington Board of Education

July 1, 2026 through June 30, 2029

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PREAMBLE

This Contract, entered into at Worthington, Ohio, this 9th day of March, 2026, is between the Board of Education of the Worthington School District (hereinafter referred to as the "Board") and the Worthington Education Association (hereinafter referred to as the "Association").

ARTICLE 1
RECOGNITION OF THE ASSOCIATION

1.1 The Board recognizes the Association as the exclusive representative for the members of the bargaining unit (hereinafter referred to as "member"), which shall consist of full-time and regular part-time members employed by the Board under a regular teaching contract and those members who are employed by the Board to fill a vacancy caused by another member who is to be on a leave of absence for one hundred-twenty (120) or more contractual days in a given school year. Regular part-time members are those who are contracted to work on a regularly scheduled basis. Intern School Psychologists also shall be included in the bargaining unit.

1.2 Employees excluded from the bargaining unit include: Superintendent; Director of Academic Achievement and Professional Development; Coordinator of Academic Achievement and Professional Development; Director of Elementary Education; Director of Secondary Education; Assistant Superintendent; Director of Business Services; Treasurer/CFO; Assistant Treasurer; Compensation Supervisor; Director of Special Education; Coordinator of Special Education; Director of Human Resources; Director of Certified Personnel; Director of Communication Services; Coordinator of Gifted Programs; Director of Information Technology Services; Director of Diversity, Equity, and Inclusion; Coordinator of Language Arts; Director of Facility Management Services; Athletic Director(s); Supervisor of Transportation; Supervisor of Food Services; Principals; Assistant Principals; Teacher-Directors who have evaluation responsibilities and any other confidential, supervisory, or management level/administrative employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit.

1.3 Recognition of the Association as the exclusive representative of members of the above defined bargaining unit shall be for the term of this written Contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code and will continue thereafter until a challenge is legally successful as provided for, and in strict compliance with, provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
MANAGEMENT RIGHTS (BOARD OF EDUCATION RIGHTS)

2.1 The Board hereby retains and reserves unto itself, except as limited by the specific and expressed terms of this Agreement and law, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities.

(b) To hire all employees, and, subject to the provisions of law, to determine the qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote, and transfer all such employees.

(c) To establish grades and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

(d) To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board policy, the selection of textbooks and other teaching materials, and the utilization of teaching aides of all kinds.

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of staff members and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.

2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes, including but not limited to, Chapter 4117 of the Ohio Revised Code; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 3
EQUAL OPPORTUNITY

3.1 Except as may be allowed by applicable law, state or federal regulation, or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any member as a result of, or because of such member's race, color, disability, sex, age, national origin, religion, sexual orientation, gender identity, gender expression, military status, ancestry, genetic information, membership in the Association or any other legally-protected category.

3.2 No member shall be required to become a member of the Association or any other employee organization as a condition for securing or retaining employment with the Board.

ARTICLE 4
ASSOCIATION ATTENDANCE AT PUBLIC BOARD MEETINGS

4.1 The Association shall designate one of its members to be in attendance at all public Board of Education meetings for the purpose of representing the views and positions of the Association and not those of individual members. This person shall be provided a copy of all notices of meetings, enclosures, addendums, agendas, and all other documents provided to board members for such public meetings. The only exclusion to this provision is any document which cannot be provided without violating applicable law or is only for executive session.

4.2 The Association's designee may state the Association position in all Board discussions in keeping with that meeting's agenda items.

4.3 If said designee is not the Association President or Vice-President, the designee's name shall be sent to the Board President or the Superintendent's office prior to any regularly scheduled Board meeting.

ARTICLE 5
REQUESTS FOR INFORMATION

5.1 The following information shall be available to the President and Vice President of the Association in a designated mail slot in the administrative offices, on the district website, and/or by e-mail:

(a) A complete copy of the agenda for each Board meeting in advance of regular meetings.

(b) A complete copy of the approved Board minutes and all addenda for each Board meeting.

(c) A complete copy of the Annual Appropriations Resolution when adopted by the Board.

(d) A copy of the official certificate of estimated resources and any amendments thereto.

(e) A copy of the proposed budget prior to public hearing.

(f) A copy of the adopted budget.

(g) A copy of the training and experience grid for the certified employees.

(h) A copy of all general communications from the central administration offices to all certified employees.

(i) A copy of the contract status (full-time, what portion of full-time, continuing contract, limited contract of each member) and their date of hire (continuous employment without break of contract); such data to be provided each November and May.

(j) A copy of class size and teacher load information when available once at the beginning of the first semester and once at the beginning of the second semester.

5.2 In the event of a special Board meeting, every effort shall be made to notify the President and Vice-President of the Association at least twenty-four (24) hours in advance of the meeting.

5.3 When this Agreement requires the sending or giving of a written notice or the providing, giving or making of a copy of a document or information in written form, electronic transmission is sufficient.

ARTICLE 6
ASSOCIATION PARTICIPATION AT PROFESSIONAL MEETINGS

6.1 The Board recognizes that there may be times when the President of the Association or their representative(s) needs to participate in professional activities of the Association during the regular school day.

6.2 The Superintendent shall grant Worthington Education Association representatives up to a total of twenty (20) days per school year. The absence will be granted without loss of pay and shall not be charged to sick or personal leave.

6.3 The Superintendent shall be notified in writing prior to the requested date for leave for such activities. When possible, this notification will be made at least five (5) calendar days in advance.

6.4 The Association may place its meetings on the Professional Development Calendar maintained in the central office on the same basis as any other group or committee.

ARTICLE 7
PROFESSIONAL CONCERNS

A member or group of members who have a professional concern have the right to seek resolution by first bringing it to the attention of the building principal on an informal basis.

If resolution is not reached at the building level then the member(s) has the right to place this professional concern in writing to the appropriate central office administrator. The Administrator shall respond to the member(s) in writing of their decision within ten (10) days. If resolution is not reached at this level, the member(s) has the right to place this professional concern in writing to the Superintendent within ten (10) days of receipt of the administrator's response. The Superintendent shall respond in writing to the member(s) professional concern within ten (10) days. If resolution is not reached at this level, the member(s) has the right to place this professional concern in writing to the Board of Education not less than ten (10) days before the next regularly scheduled board meeting. To the extent that the Board may lawfully do so, it will hear the concern in executive session and respond to the member(s) within twenty (20) days.

If no written response is received by the member(s) in the specified ten (10) day period or in the event of an unsatisfactory response, the member(s) has the right to proceed to the next level. If the concern is not advanced within the time levels provided it will be deemed withdrawn. The Association President or their designee will be notified of any professional concern not resolved at the building principals' level when the member(s) proceed past this level.

There shall be no appeal after the Board level and concerns presented under this provision are not subject to the grievance procedure.

ARTICLE 8
SHARED SOLUTIONS COMMITTEE

The Shared Solutions Committee consists of two members of the Board of Education, the superintendent and up to four District Administrators designated by the Superintendent, the Worthington Education Association (WEA) president and up to four WEA representatives as designated by the WEA president, Worthington Educational Support Association (WESP) president and other WESP staff members designated by the WESP president in accordance with the terms of their agreement with the Board. The designated Committee Members shall be identified before the first scheduled Shared Solutions Committee meeting each year. The Shared Solutions Committee will meet not less than once per month (unless otherwise mutually agreed to by the presidents of both associations and the Superintendent) to consider issues of mutual concern regarding school operations and such other matters as are committed to the consideration of the Shared Solutions Committee by this Agreement.

ARTICLE 9
NEGOTIATIONS PROCEDURE

9.1 Pursuant to section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. Nothing herein shall be construed as to limit the rights of the Association set forth in Ohio Revised Code Section 4117.14(D) (2) after utilizing provisions of this article. This procedure shall remain in effect until amended or terminated by the parties and shall govern the negotiation of a successor agreement. Either party may propose changes to this procedure as part of their initial bargaining proposals pursuant to 9.5(a) below.

9.2 The scope of bargaining by and between the Board and the Association shall be related to matters of wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

9.3 (a) To "Bargain Collectively" means to perform the mutual obligation of the Board, by its representative, and the representatives of the Association to negotiate in Good Faith at reasonable times and places with respect to matters set forth in 9.2 above. This includes executing a written contract incorporating the terms of any agreement reached.

(b) "Good Faith" shall mean that the Association and the Board be willing to honestly, freely, and openly discuss each other's proposals. Good Faith requires both parties to recognize collective bargaining as a process of sharing and reacting to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason(s) and/or offer counterproposals. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession. By the same token, collective bargaining is a process to help promote stability in the relationship and a method of achieving some resolution of those patterns of concern.

9.4 The collective bargaining representatives of each party shall consist of no more than seven (7) individuals.

9.5 <u>Negotiations Procedure</u>

(a) Pursuant to Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve notice not less than ninety (90) calendar days prior to the expiration of the existing Agreement.

(b) The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board

(SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.

(c) Upon receipt of the notice specified in 9.5(a), the parties shall enter into collective bargaining.

(d) Meetings shall be held at the reasonable request of either party, however, the initial meeting shall be held not later than seventy-five (75) calendar days prior to the expiration of the existing Agreement.

(e) The parties shall continue in full force and effect all the terms and conditions of the existing collective bargaining Agreement, without resort to strike or lock-out until the expiration date of the collective bargaining Agreement or any mutually agreed extension thereof.

(f) All proposals for negotiations shall be complete and in writing and exchanged at the first collective bargaining meeting between the parties, unless mutually agreed to otherwise.

(g) Those Articles in the existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of the next collective bargaining agreement.

9.6 Negotiations Responsibility

(a) Either party may call upon a professional or lay representative to make presentations of reasonable duration to the other party during negotiating meetings concerning matters then under discussion.

(b) All negotiating meetings shall be private and closed to all parties except the negotiating teams and any consultants and observers admitted pursuant to 9.6(a) and 9.7(f). There shall be no releases to the media or releases by public electronic media concerning any aspect of negotiations unless by mutual agreement.

(c) In a timely fashion the Board shall furnish to the Association, upon reasonable request, information in such form as it exists, which would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The Association shall furnish to the Board's negotiating representatives, upon reasonable request, information in such form as it exists, that would assist the Board in analyzing Association proposals.

9.7 Negotiations Process

(a) Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party an opportunity to caucus. The caucus shall be limited to a reasonable length of time.

(b) Requests for information from either team during negotiations shall be made through the respective negotiation representatives.

(c) As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the chair of each party. Each party may determine the number of matters included in an "item."

(d) When an agreement is reached on all issues proposed, each party's negotiation representatives shall respectively urge and recommend the adoption of such Agreement which shall be reduced to writing and submitted to the Association membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall become a binding collective bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation that may conflict with any term or condition of the Agreement.

(e) Approval by either the Board or the Association occurs when a majority (50%+1) of the members of each of the parties votes in favor of the Agreement. Otherwise the tentative Agreement is rejected.

(f) The Board and the Association may admit observers to negotiation meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiation meetings. The Board observers are restricted to present/elect Board members and supervisors as defined in Article 1 of this Agreement. The Association observers are restricted to members of its bargaining unit as defined in Article 1 of this Agreement.

9.8 Inability to Reach Agreement

(a) If agreement is not reached within forty-five (45) calendar days of the first collective bargaining meeting in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2), the parties agree to submit a joint written request to the Federal Mediation & Conciliation Service (FMCS) for a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an alternate mediation service. Nothing herein shall prevent the parties from mutually agreeing to continue negotiations without mediation assistance.

(b) The mediator shall have the authority to hold bargaining sessions and to confer with any persons deemed necessary to resolve the impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.

(c) If agreement is not reached on unresolved issue(s) by the tenth (10th) calendar day prior to the expiration of the existing agreement or any mutually agreed extension thereof, the Association may give a written ten (10) day notice of an

intent to strike to the Board and to the State Employment Relations Board (SERB) in keeping with Section 4117.14(D)(2) of the Ohio Revised Code.

(d) Nothing herein shall be construed to prohibit the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.

ARTICLE 10
CONFLICT WITH LAW/STATE MINIMUM STANDARDS

10.1 Except as specifically provided otherwise in this agreement, if any provision or application of this Agreement between the Board and the Association is found to be in conflict with law or state minimum standards adopted by the State Board of Education, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.2 If a court or regulatory/administrative agency with proper jurisdiction determines that any provision or application of this Agreement is in conflict with law or state minimum standards, either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless mutually agreed otherwise.

ARTICLE 11
PUBLISHING OF THE MASTER AGREEMENT

At the conclusion of negotiations, the Board shall publish the Agreement on the District website. The typing, compilation, and preparation of the Master Agreement shall be the responsibility of the Board.

ARTICLE 12
GRIEVANCE PROCEDURE AND STEPS

12.1 Definitions

(a) A "grievance" is an alleged violation, misinterpretation, or misapplication of the Master Agreement between the Board and the Association.

(b) A "grievant" may be a member, a group of staff members, or the Association.

(c) The "immediate supervisor" shall mean that non-bargaining unit member who has immediate administrative line authority over the affected grievant.

(d) "Days" shall mean contract days during the adopted school year. During the summer vacation, such "days" shall mean weekdays (Monday through Friday), excluding legal holidays.

12.2 Rights of the Grievant and the Association

(a) A grievant at their request may be represented by the Association at all formal and informal steps. The Association shall have the opportunity to be present at all grievance meetings including those during which grievance adjustments are discussed.

(b) The purpose of this procedure is to secure, through the lowest level administrator having authority to resolve the grievance, an acceptable solution to the grievance. The parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

(c) The Board through its administrative staff will provide the Association all available pertinent data and material requested by the Association to permit the processing of a grievance in a timely fashion.

(d) A grievant may withdraw a grievance at any step without record. Once withdrawn, the grievant is barred from re-filing that grievance.

(e) Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the use of this procedure. No reprisal shall be made against any party involved in the use of this procedure.

12.3 The Procedure

(a) Informal Procedure

A grievance shall be verbally presented to the grievant's immediate supervisor in an attempt to resolve it. Prior to the presentation of a grievance, the grievant shall inform the immediate supervisor that they are presenting a grievance at the informal step to provide adequate time for the grievant or the immediate supervisor to notify the Association so that appropriate Association personnel are afforded the opportunity to attend such meeting.

(b) Formal Procedure

STEP I

If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance within thirty (30) days after the grievant knew or should have known of the act or the condition upon which the grievance is based by submitting a formal written Grievance Form,

Step I (see Appendix A) to the Superintendent's designee and to the Association's Grievance Committee Chairperson. Within five (5) days after receipt of the Step I form, the Superintendent's designee shall meet with the grievant. The Superintendent's designee shall write a disposition of the grievance by completing the Step I form and returning a copy to the grievant, the Association's Grievance Committee Chairperson, and the Superintendent within five (5) days after such meeting.

STEP II

If the grievant is not satisfied with the written disposition at Step I, the grievant may appeal the grievance to the Superintendent within five (5) days after receipt of the Step I written disposition by submitting a Step II form (see Appendix A) to the Superintendent and the Association's Grievance Committee Chairperson. Within five (5) days after receipt of the Step II form, the Superintendent shall meet with the grievant. The Superintendent shall write a disposition of the grievance by completing the Step II form and returning a copy to the grievant, the Association's Grievance Committee Chairperson, the Superintendent's designee, and the immediate supervisor within five (5) days after such meeting.

STEP III

If the grievant is not satisfied with the written disposition at Step II, the grievant, with the concurrence of the Association, may propose that the grievance be submitted to mediation. Such request must be submitted to the Superintendent or designee within five (5) days after receipt of the Step II written disposition, by submitting a Step III form (see Appendix A). The Superintendent or designee may propose that the grievance be submitted to mediation by written request to the Association not later than ten (10) days after delivery of the Step II written disposition. The Association President or designee will meet with the Superintendent or designee within five days of a request for mediation to establish mutual consent to mediation. If there is no mutual consent to mediation, the grievance may be advanced to Step IV. If there is agreement to mediation the parties will request the Federal Mediation and Conciliation Service to appoint a mediator. If reasonable mediation does not produce a mutually acceptable agreement, the grievance may be advanced to Step IV by submitting a demand for arbitration within five (5) days of the final day of mediation, as provided in Step IV.

STEP IV

With the concurrence of the Association, a grievant may appeal a Step III grievance disposition by having the Association submit a demand for arbitration form to the American Arbitration Association (AAA) within five (5) days after the later of: (1) the Step II grievance decision, (2) refusal of either party to participate in requested mediation at Step III, or (3) completion of mediation without settlement of the grievance. A copy of said demand form will be sent to

the Superintendent at the same time as the original is sent to AAA. The arbitrator will be selected in keeping with AAA's voluntary rules and regulations, except that either party may request a second list of arbitrators. Once the arbitrator has been selected, they shall proceed with the arbitration on the grievance in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the award within such time as may be agreed upon. The award shall be in writing and a copy sent to all parties present at the hearing. The award of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, which alters or amends this Agreement, or which is contrary to law.

The costs and expenses of the arbitrator and the fees of the American Arbitration Association shall be split evenly between the two parties.

12.4 Time Limits

(a) The number of days specified at each step in this procedure shall be the maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.

(b) If the grievant does not file a grievance in writing within thirty (30) contract days after the grievant knew or should have known of the act or condition upon which the grievance is based, the grievance shall be considered waived.

(c) If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.

(d) Failure at any step of these procedures to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level unless the time limits are extended in keeping with subsection (a) above.

(e) If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, if it affects a group or class of members, or if it affects the Association, it may be initiated at Step II.

(f) Except at the arbitration step, each meeting held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting will be held at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

(g) All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and emailed or hand delivered to the appropriate party or designee.

12.5 Application of this Procedure

Nothing contained in this procedure shall be construed as limiting the individual rights of a member or the Association having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, to seek legal redress under any applicable law, or to seek other redress in keeping with any applicable rule or regulation established by the pursuant to Chapter 4117 of the Ohio Revised Code. However, this procedure shall be the sole and exclusive method of resolving complaints within the definition of "grievance." In the event that proceedings are initiated before any court or administrative agency involving an issue which is also the subject of a pending grievance and which involves the same persons as those affected by the grievance, the grievance shall be stayed pending resolution of the legal proceedings.

ARTICLE 13
REDUCTION IN FORCE (RIF)

13.1 When the Board of Education determines it necessary to reduce the number of certified positions for reasons set forth in the Ohio Revised Code, lack of funds[1], or for necessary programmatic reasons, the following procedures shall apply:

(a) To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are non-renewed for reasons other than reduction in force.

The Association will make every effort to encourage members to notify the office of the Superintendent/designee in writing of their intent to request leave, retire, return from leave or resign.

(b) To assist in minimizing the number of suspended contracts the posting of vacancies shall occur after assignments and transfer changes have been completed.

(c) Reductions needed beyond those available by attrition will be made by suspending contracts. Full-time and regular part-time members whose contracts are being considered for suspension shall be notified at least ten (10) calendar days prior to formal action by the Board. Those contracts to be suspended will be chosen as follows:

[1]Lack of funds and/or the necessary programmatic reasons will be verified and is also subject to challenge in accordance with Article 12.

(1) Those members subject to this Article, pursuant to the provisions in Article 1, will be placed on a seniority[2] list for each teaching field for which they are properly certified.[3] Members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Members serving under limited contracts will be placed on the list under continuing contract members, also in descending order of seniority. If a member under a limited contract at the time of the Board action to suspend their contract subsequently is granted a continuing contract prior to the actual effective date of the suspension, the RIF list shall be revised and the member will be included among those with continuing contracts. The Board shall revise its action on the RIF, if necessary, to reflect the member's obtaining continuing service status.

(a) All certified members employed in non-public schools before January 1, 1992, will be protected by this Article. Non-public certified employees employed after January 1, 1992, will be exempted from the provisions of this article if it becomes necessary to reduce the number of positions in non-public schools.

(2) Factors other than seniority, i.e., affirmative action and applicable Federal and State regulations, may be used to determine those affected by a reduction in force if it is clearly demonstrated by the Board that the use of such a factor is necessary and could not be met by strict adherence to seniority.

(3) If two (2) or more members are equal in seniority, the following criteria will be applied in lettered sequence until the tie is broken. The more senior member is:

(a) The one who has the greater number of years (including approved leaves of absence and time spent on a RIF status) under that continuing contract.

(b) The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or chartered schools.

(c) The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.

After the above methods have been exhausted and a tie still exists, a draw will be utilized to break the tie.

[2]As defined in Section 37.1(c).

[3] Wherever in this Agreement the term "certification" is used to reflect teacher qualification standards established by the Ohio Department of Education, such term shall mean and include teacher licensure standards as well.

13.2 Selection of Displaced Members for Reduction in Force

(a) Elementary and High School:

Recommended reductions in a teaching field will be made by selecting the lowest person for that area of certification/licensure, first among members who are on limited contracts, and then next among members who are on continuing contracts, using seniority within each such group where evaluations are comparable. The contract of the lowest person on the seniority list ("Displaced Member") shall be suspended, provided that, if the Displaced Member has valid teaching certification in another teaching field and there is a current vacancy in that teaching field, the member will be assigned the vacant position.

(b) Middle School:

Recommended reductions in Middle School positions will be made based on a Middle School seniority list which shall list all middle school teachers in order of seniority where evaluations are comparable, first among members on limited contracts and then next among members who are on continuing contract, within each instructional content area. The least senior member within the content area affected by the Reduction in Force shall be the Displaced Member. If the Displaced Member has valid teaching certification in another teaching field and there is a current vacancy in that teaching field for which the Displaced Member is fully qualified, the member will be assigned the vacant position. In the event a middle school teacher who is currently teaching under a grade 4-9 license in a particular subject area is suspended, the teacher may displace the least senior teacher currently assigned to teach that subject in the high school only at the ninth grade level, if the teacher to be displaced has less seniority. Likewise, a middle school teacher who is currently teaching a subject area in which they hold a 7-12 certificate may displace the least senior teacher at the high school level who is assigned primarily to teach that same subject matter, if a teacher to be displaced has less seniority. A middle school teacher teaching under a 1-8 or K-8 certificate may displace the least senior teacher at the elementary level if the teacher to be displaced has less seniority than the middle school teacher and comparable or lower evaluation rating.

A member who bumps or is assigned into an instructional area for which they are certified/licensed, but has not taught in that area of certification/licensure within the last four (4) years or has not taken six (6) quarter hours or four (4) semester hours in related coursework in that area of certification within the past four (4) years, must complete six (6) quarter hours or four (4) semester hours of continuing education in related coursework or six (6) quarter hours or four (4) semester hours of graduate study in related coursework within one (1) year of accepting this new position. Failure to complete the six (6) quarter hours or four (4) semester hours of coursework will result in the automatic suspension of the member's teaching contract for the R.I.F. purposes of this article and the member will have no further recall rights under this article.

Members needing to take the six (6) quarter hours or four (4) semester hours described in the preceding paragraph shall receive top priority in the issuance of fee scrip according to Section 15.2 of this contract.

A Displaced Member has a right to bump the least senior teacher currently assigned to teach an assignment requiring a certificate or license that the Displaced Member has and under which the Displaced Member has taught successfully in Worthington sometime during the previous ten (10) years, with the Displaced Member to have seniority in such previous assignment equal to the number of years they were in such assignment minus one (1) year of seniority for each school year since they were in that previous assignment.

13.3 A Displaced Member for whom there is no vacant position and who has no right to bump another member will have the following option:

Permanent Guest Teachers

Members who are displaced from full-time service with the District may elect to serve as Permanent Guest Teachers for a period of 186 days following the effective date of contract suspension, pursuant to regulations of the Board, provided that the member will receive, in addition to the Permanent Guest Teacher daily rate and any other Permanent Guest Teacher benefits, the entire premium cost of Board-paid benefits including healthcare, dental and life insurance as provided prior to contract suspension. Such election must be made, in writing to the Director of Human Resources not later than August 15. Except as specifically provided herein, Displaced Members serving as Permanent Guest Teachers shall have no benefits or other rights provided by this Agreement. Sick leave and personal leave for Permanent Guest Teachers is limited to those days provided by Board Policy and accrued sick leave or unrestricted sick leave.

13.4 Recall.

The names of members whose contracts are suspended in a reduction in force will be placed on a recall list as follows:

(a) Members who serve as Permanent Guest Teachers for the full 186 day period or who are recalled to a Non-permanent teaching position during the 186 day period will be placed on a recall list for up to thirty-six months from the effective date of the reduction.

(b) Members who do not participate as Permanent Guest Teachers will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Additionally, Members who resign from service as Permanent Guest Teachers to accept employment outside the District will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. A vacancy shall be applied to the recall procedure first, and if there is still a vacancy after the recall procedure has been applied, the vacancy shall be posted. Members on the recall list will have the following rights:

(1) No new members will be employed by the Board while there are members on the recall list who are certified/licensed for the vacancy and who held such certification/licensure on the date the Board took formal action to suspend the member's contract.

(2) Members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed, if they held such certification/licensure on the date the Board took formal action to suspend the member's contract. Members who have obtained certification/licensure in additional or other teaching fields since the Board took such formal action shall be given first consideration for other vacancies.

(3) If a vacancy occurs which creates a full-time or part-time position in any one area of certification/licensure, the Board shall attempt to reach each member on the recall list in order of seniority who is certified/licensed, by phone and email, according to these provisions. It is the member's responsibility to keep the Board informed of their current telephone number and email address and changes in certification status. Each member is required to respond electronically or otherwise in writing to the district office within five (5) business days. The most senior of those responding with a comparable or higher evaluation rating will be given the vacant position. Any member who fails to respond within five (5) business days or who declines the position will forfeit all recall rights.

(4) A member on the recall list, upon acceptance of a position, shall return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement, in keeping with Articles 44 and 45, as they enjoyed at the time of the notification of the suspended contract. If the member who had been contracted to a full-time position accepts a part-time position (or if they had been contracted to a part-time position and accepts a position of fewer hours), the member shall retain all recall rights guaranteed by the original suspended contract. Where group insurance policies permit, a member whose contract has been suspended may continue to participate in those benefits which are provided to members in active employment provided that the teacher pays the group rates.

13.5 Recall To Non-Permanent Teaching Positions

(a) "Non-permanent Teaching Position" means a teaching position that is funded by a one-time source that is not expected to be ongoing and a position vacated by a teacher on leave of absence or special assignment as such positions are defined in Section 14.5 of the Agreement.

(b) Qualified bargaining unit members whose teaching contracts have been suspended and who have been placed on a recall list may be recalled to service in a Non-permanent Teaching Position. If placed in such positions, those members

will be subject to return to the recall list for the same reasons as are provided for the non-renewal of teaching contracts of bargaining unit members in those positions as provided in Section 14.5 of the Agreement. Such members, if returned will remain on the recall list for the remainder of their recall period, including both the time spent on the recall list prior to the recall to the Non-permanent Teaching Position and the time spent serving in the Non-Permanent Teaching Position. During the remainder of the recall period, the member shall have the same recall rights as any other bargaining unit member on the recall list.

ARTICLE 14
NON-RENEWAL OF LIMITED TEACHING CONTRACT

14.1 All members initially employed or re-employed after a break in service by the Board will be subject to provisions set forth in 14.2 and 14.3 below. During such periods of time, these members shall be considered probationary employees for purposes of this Article.

14.2 A probationary employee being considered for non-renewal of their limited teaching contract during the first or second school year of bargaining unit employment by the Board will be given the written reasons for such non-renewal prior to official Board action. No employee shall have their limited contract non-renewed for a reason set forth in Article 13 (RIF) or in Article 3 (Equal Opportunity). Such reasons, except as provided herein as to RIF and Equal Opportunity, may not be challenged under Article 12 of this Agreement and may not be challenged in a court of law on the basis of this Article. Nothing herein shall be construed to limit a member's right to challenge a non-renewal based on an alleged violation of their civil rights.

14.3 At the discretion of the Superintendent and based upon two (2) written evaluations in accordance with the policies and procedures of the Board, an employee who has completed two (2) years of employment may be assigned an additional probationary period not to exceed twelve (12) months. The employee shall be given written reasons for this additional probationary period. During this additional twelve (12) month period, the employee shall receive at least one (1) written evaluation based on three (3) formal observations in accordance with the policies and procedures of the Board of Education. Time spent on a paid or unpaid leave of absence shall not be counted toward completion of the additional twelve (12) month period or the initial two (2) year period. If after the additional twelve (12) month period a probationary employee is being considered for non-renewal of their limited teaching contract, the written reasons for such non-renewal shall be given the employee before official Board action. If an employee is placed on the additional twelve (12) month probationary period, procedural non-compliance with this Article can be challenged under Article 12 of this Agreement. However, the substance of evaluation(s), reasons for an additional probationary period or reasons for non-renewal may not be contested under Article 12 except as set forth in 14.2 above.

14.4 Non-probationary employees shall not have their limited teaching contracts non-renewed except for just cause and shall be notified in writing of such recommendation prior to official Board action.

14.5 The provisions of this Article shall not apply to the non-renewal of supplemental, extended service, summer school or psychologist intern contracts. Such contracts will expire automatically at the conclusion of their term.

Members will not be subject to the non-renewal provisions of this Article or Revised Code Section 3319.11 in the event of the release of such member precipitated by the return of a another member from leave, a special assignment or grant-funded position. The identification of the released member will be determined by the seniority provisions appearing in Article 13. Notwithstanding any other provisions of law or of this Agreement, the released member's contract will expire automatically at the expiration date stated in the contract or upon the returning member's return from leave or special assignment, whichever occurs earlier. Members who are subject to non-renewal of contract based on the return of a member from leave, special assignment or grant-funded position will be notified, in writing, at the time of initial employment with the District. Released members who have demonstrated acceptable performance and who declare their interest in a posted position, in writing, prior to the end of the posting period will be given first consideration before any outside candidates. In the event that a released member is reemployed without a break in service, the member will retain his or her original date of hire for seniority purposes. The Association president shall be given a list of all certified members on leave and their areas of certification by September 15 of each year. This list will be updated any time a new leave is granted.

14.6 The Association president or their designee shall be notified of any non-renewal and probationary recommendation at least 10 days prior to Board action. A non-renewal shall not occur prior to April 1st.

14.7 The provisions of Section 3319.11(G) of the Ohio Revised Code shall not apply to members of the bargaining unit. Notwithstanding Section 3319.11 of the Ohio Revised Code the contract of any teacher hired after September 1 of that year shall automatically expire that school year and notice of non-renewal and the provisions of this Article shall not apply.

ARTICLE 15
PROFESSIONAL DEVELOPMENT OPPORTUNITIES

15.1 Professional Advancement Credit

(a) Purpose

Professional Advancement Credit (PAC) is to encourage and recognize professional growth through activities beyond those normally accepted as instructional duties. The PAC program embraces the principle that financial reward for members should be based upon academic preparation and professional growth of bargaining unit members in areas aligned with District academic needs. It is the responsibility of the Superintendent/designee, with input from the LPDC and PDAC, to evaluate the potential activities and to determine which activities

advance District academic goals and that are approved for advancement on the salary schedule.

(b) Definitions

(1) Professional Advancement Credit (PAC)

One PAC is a unit of measure of professional growth, which is accepted as equivalent to one semester hour of accredited college or university work.

Up to fifteen (15) PACs may be used to meet the requirements for change in classification when moving from Classes I to II; IV to V; V to VI; and VI to VII.

(c) Procedures

(1) Pre-Approved Activities

By September 1st of each year, the Superintendent/designee will consult with the LPDC and PDAC to review possible PACs. The Superintendent/designee will electronically post a list of preapproved activities for PACs. These activities will automatically be approved as PACs provided they are verified by the provider/supervisor and submitted within one year of completion of the activity; however, under unique circumstances the Superintendent/designee may consider an activity that is not on the list and/or beyond September 1st provided the member provides a detailed resume of the activity and the activity aligns with the goals and/or needs of the District.

Other PAC activities for the upcoming school year may be submitted in writing by May 1st of each year for consideration for placement on the approved list. A decision will be made no later than September 1st.

(d) Professional Activities

Workshops or Conventions

Workshops or conventions offered by Worthington or other central Ohio public school districts or pre-approved workshops or conventions for specialty areas (e.g., global language, school counselors, psychologists, etc.) all of which must be held at times other than the regular contract day, provided the member does not receive monetary compensation other than reimbursement of expenses will be accepted for PACs upon submission of required paperwork.

15.2 Fee Authorization for Coursework

The purpose of fee authorization is to encourage the professional growth of personnel (members and administrators) and to improve the district's instructional capabilities by providing assistance in the form of a waiver of fees.

Fee authorization, based on the number of students participating in field experiences, is provided to the district through agreements with The Ohio State University (OSU), Capital University, Ohio Dominican College, Ashland University, and Otterbein College. Agreements with other colleges and universities may be approved as appropriate.

(a) Application for Fee Authorization

Each member[4] desiring to use fee authorization must complete a written application form (Form B-5). This form must be received by the Human Resources Department no later than July 31 or the next business day for Autumn term, November 30 or the next business day for Spring term, and March 31 or the next business day for Summer term. The Human Resources Department will inform members of deadline dates for fee authorization applications. Personnel requesting fee authorization and who are in their first year of employment with the district need the written approval of their immediate supervisor to have the application considered.

For OSU, no more than three hours will be approved during autumn, and spring terms for any personnel. No more than six hours will be approved for summer term for any personnel. After all timely requests have been satisfied, the Association President and Superintendent/designee, upon mutual agreement, may waive these limits when a surplus of fee waivers exists. Personnel on sabbatical leave will be eligible for six hours of fee authorization during each term they are on such leave. Personnel on RIF status will be eligible for six hours of fee authorization during each term they are on RIF status.

For Capital, Ohio Dominican, Ashland, and Otterbein no more than one fee authorization certificate will be approved during autumn, and spring terms for any personnel. No more than two certificates will be approved for summer term for any personnel.

Personnel eligible for participation in the OSU "Employee/Dependent Fee Authorization Program" are responsible for informing the Human Resources Department of eligibility. Such personnel will still be eligible for the same amount of OSU fee authorizations as enumerated above.

[4]Generally speaking, personnel eligible to receive fee authorization will be those with positions requiring teaching/ administrative certificates/licenses, and others, whose positions, as determined by the WEA and the District, generate fee authorizations unless an agreement with an individual university/college specifies who may use/not use fee authorizations.

(b) Distribution Procedure

The Association President and the Superintendent/designee will resolve problems, which may arise in the implementation of the fee authorization system.

The fee authorization hours available from OSU will be divided such that one third of the available hours will be set aside for summer term use with the remaining available hours being divided equally among the remaining terms. For purposes of distribution, any term between the end of Spring term and the beginning of the next Autumn term will be considered as Summer term for available fee authorization hours. Hours not used will be carried over to the next term. No more than the allocated number of hours will be issued during any one school year.

Fee authorization hours available from Capital, Ohio Dominican, Ashland, and Otterbein will be issued if they are available using the priorities listed below.

Before any fee authorization application is considered, it will be determined that the requesting individual has indicated a willingness to supervise a student teacher/intern or other field experience student (includes participation in an approved research project) by completing the appropriate form for the current school year. Failure to have completed the form will result in the application not being considered. An individual who refuses a request to serve as a supervisor without just cause (just cause to be determined by the Association President and the Superintendent/designee) will not be eligible to receive fee authorization for one term following the term during which the refusal occurred.

If the requests for fee authorization are greater than the amount allocated for a particular term, then requests will be considered utilizing the priorities listed below. Within any priority, years of service within the district will be used to determine eligibility. In the event that years of service create a tie, hire date will be used to break the tie. If a tie cannot be broken, a lottery will be utilized, which will be supervised by the Association President and the Superintendent/designee.

(c) Priority for Issuance of Fee Authorization

All of the above criteria must be met before an individual is eligible for the following priority distribution in the following order:

(1) Members who are required to complete coursework to fulfill the requirements of section 13.2(b)(RIF) of the Agreement.

(2) All other full time personnel who have a need to renew a certificate/license to maintain their employment with the district. Personnel qualifying in this priority are those who are completing recertification/licensure requirements during the three (3) terms preceding the July 1 date that their certificate/license will be renewed.

(3) Personnel who are officially enrolled in an approved master's or doctoral program and who have earned academic credit within the last 12 months.

(4) Personnel who wish to use fee authorization to take courses associated with their unit or with district goals. Such individuals will conduct development programs in their unit or in the district. This priority must be approved by the Chair(s) of the Professional Development Advisory Council.

(5) Members who are completing requirements for change in classification during the three (3) terms preceding the September of the year the change will be granted.

(6) All other personnel who have not qualified under one of the above priorities and if the contractual agreement with the participating university/college so provides.

(7) Other employees who have not qualified under one of the above priorities and who are not members of the bargaining unit (all other employees of the Board) if the contractual agreement with the participating university/college so provides.

(d) Failure to Use Fee Authorizations

Personnel who receive fee authorization and do not use it must notify the Human Resources Department before the deadline for the next filing of applications for fee authorization. Personnel who receive fee authorization but withdraw from courses covered by its use before completion must notify the Human Resources Department by the end of that term. Failure to do either or both of the above will result in the individual's being ineligible to receive fee authorization for the next four application periods.

15.3 Tuition Reimbursement for Graduate Coursework

The Board shall provide $160,000 per year for the purpose of reimbursing members for graduate coursework tuition.[5] For the purpose of this provision, each year will begin on September 1 and conclude on August 31. Unused funds will be carried forward.

The tuition reimbursement program shall be jointly administered by the district and the Association per a mutually agreed upon procedure.

Members who do not receive fee authorization through the provisions of Article 15.2 will receive first priority in the distribution of tuition reimbursement funds.

[5] An exception may be made in those instances where necessary professional growth requires activities other than graduate coursework. Guidelines for these exceptions will be jointly developed.

Members who have less than five years of work experience in the Worthington City School District and who voluntarily resign their position shall be required to reimburse the district for any tuition reimbursement funds they received during their last year of employment. When applicable, reimbursement shall be made by deduction from the member's final paycheck. The Board shall return all repayments to the tuition reimbursement fund.

15.4 National Board Certification

The Board and Association agree that National Board Certification, as established by the National Board for Professional Teaching Standards, provides members with a valuable opportunity for professional growth and recognizes educators who meet standards of excellence in the profession. The district will support members who seek and achieve National Board Certification in the following ways:

(a) Qualified members who apply for National Board Certification shall receive one-time reimbursement for application fees up to a maximum of $300.

(b) Members who pursue National Board Certification shall be granted access to video and audio equipment, curriculum materials, and other resources, subject to availability, for completing portfolio requirements.

(c) Members who receive National Board Certification shall receive a one-time honorarium of $1,000.

15.5 Master Teacher Committee

The Master Teacher Committee shall consist of five (5) members, two (2) of which shall be administrators appointed by the Superintendent and three (3) of which shall be appointed by the Association President. Committee members shall serve for terms of one year each and may be reappointed to subsequent terms. Vacancies will be filled in the manner of original appointment. The Master Teacher Committee shall:

- Be responsible for the review, grading and certification of bargaining unit member applications for Master Teacher designation, consistent with the regulations of the Ohio Department of Education.
- Establish documentation requirements and procedures for submitting Master Teacher applications.
- Communicate the process for the benefits of becoming certified as a Master Teacher to bargaining unit members.

The committee shall designate a chairperson who will be responsible for establishing committee meeting agendas and overseeing committee operations.

The committee meeting schedule shall be established by mutual agreement of members of the committee. Committee meetings shall occur outside the contract day.

The committee shall be responsible for receiving, reviewing and scoring Master Teacher applications. The Committee may delegate review and scoring of Master Teacher applications to appropriate bargaining unit members. Final approval of all applications is the responsibility of the Committee.

Members of the committee and designated reviewers shall be provided with appropriate training.

Bargaining unit members who serve on the committee shall be compensated $200 per applicant but no more than $1,200 annually.

ARTICLE 16
COMMITTEE ASSIGNMENTS

16.1 The Association President and the Superintendent/Designee shall meet by the end of September of each school year district to review district committee assignments and make appointments as necessary.

ARTICLE 17
CONTINUOUS IMPROVEMENT

17.1 The Board and the Association agree that giving staff members and community increased responsibility for sharing decisions fosters the collegial exchange of ideas necessary for effective professional practice and enhancement of learning.

In support of continuous improvement planning, management of the district will develop procedures for planning and decision making which engage administrators, teachers, support staff, parents, community members and students when appropriate in planning, gathering and analyzing data, proposing, implementing, evaluating solutions and making decisions in the best interest of the individual school. This procedure will be replicated at the building level to develop continuous improvement plans and ensure teachers share in the making of decisions which directly affect them. Development of Continuous Improvement Plans as required by the state is intended to facilitate the school-based planning process and support student achievement and success.

Each school will submit to the superintendent an annual Continuous Improvement Plan no later than thirty (30) days before any state-imposed deadline. This plan must be the result of a collaborative planning process with staff and community endorsed by a majority of all staff from the school before being submitted to the superintendent, provided that if a plan is not agreed upon and within the time frame set forth in the preceding sentence, and the state requires a plan, the superintendent may then establish the plan. If a majority of members of the staff are not supportive of the School Development Plan, they are encouraged to resolve their differences at the building level. If resolution of the concerns is not possible at the building level, the staff member(s) may file a request for review by the Shared Solutions Committee before the Continuous Improvement Plan is implemented.

In support of the Continuous Improvement Plan process, the Board and the Association agree to review all school development plans which contain provisions which require a change in Board policy or in the Master Agreement by the Shared Solutions Committee.

If a waiver from the Board's policies and rules is recommended by the Shared Solutions committee, the waiver request must be submitted to the superintendent and the Board of education for denial or approval. If a waiver of an article or provision in the Master Agreement is recommended by the committee, the Association and the Board must officially approve or disapprove the waiver request.

Waivers of Board policies and the Master Agreement expire annually and must be renewed according to the described procedure. School-based decisions which vary from the Master Agreement shall not be considered past practice for purposes of determining the intent or meaning of the Master Agreement.

ARTICLE 18
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

18.1 Purpose

A Local Professional Development Committee (LPDC) shall be established to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute. In general, the LPDC will oversee and review professional development plans for coursework, continuing education units and other equivalent activities that are to be used for license/certificate renewal as specified in the law.

18.2 Committee Composition and Selection

(a) The committee shall be comprised of nine (9) members as follows:

(i) one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher, one (1) special education teacher and one (1) teacher at-large.

(ii) one (1) elementary principal, one (1) middle school principal, one (1) high school principal and one (1) district administrator.

(b) The five (5) teachers shall be appointed by the Association. The four (4) representatives of the administration shall be appointed by the superintendent.

18.3 Term of Office

The term of office for members serving on the committee shall be three (3) years.

(a) Two teachers shall be appointed for a two (2) year term and three teacher members shall be appointed for a three (3) year term. Two (2) administrators

shall be appointed for a two (2) year term and two administrative members shall be appointed for a three (3) year term. Each appointment, if renewed, shall be for three (3) years.

(b) Replacements shall be appointed no later than May 15 of each school year.

(c) Terms shall run from July 1 to June 30.

(d) Committee members unable to complete their term may withdraw by notifying the LPDC chairperson in writing. A replacement shall be appointed by the Association or the Superintendent, respectively, and the replacement shall serve out the term of the resigning member.

18.4 Committee Officers

At its initial August meeting the LPDC shall elect a teacher and an administrator to serve as co-chairs to serve a one-year term. A secretary will be elected to serve a one-year term.

(a) The responsibilities of the co-chairs are to conduct LPDC meetings, communicate information to the members of the LPDC, represent the LPDC at meetings of other stakeholder organizations and ensure vacancies on the LPDC are filled in accord with the selection guidelines.

(b) It is the responsibility of the secretary to maintain and distribute minutes of action taken during LPDC meetings, make public a notice of the LPDC meeting schedule and notify applicants of acceptance/resubmission/denial status of individual professional development plans and/or proposals for credit.

18.5 Committee Responsibility

The committee's responsibility shall include, but not be limited to, approval of individual professional development plans to be used for license/certificate renewal. The committee shall also have the responsibility for preapproval of all activities, CEU and coursework that is to be used for license/certificate renewal.

The LPDC shall have no authority to make any decision contrary to any provision of the Negotiated Master Agreement. The LPDC shall have no authority to make any decision requiring the expenditure of funds without the prior approval of the Superintendent.

18.6 Meetings

The LPDC shall meet once within the first 30 days of school and at other times as it may determine, adopt such policies as are required by law for providing notice of meetings of committees of public bodies and comply with the laws governing the operation of such committees.

(a) A quorum shall consist of no less than 4 members appointed by the association and 3 members appointed by the superintendent.

(b) Additional meetings may be convened by a quorum of the committee members.

18.7 Decision Making

(a) Decisions shall be made by a majority vote of the committee members present.

(b) In the event of a tie vote, the issue will be considered at the next meeting.

(c) Voting records shall be recorded as accepted, returned for clarification, or denied.

18.8 Training

Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functions and legal requirements of the LPDC. Such training will be on release time, if possible, and shall be subject to professional leave.

18.9 Compensation

LPDC members shall be paid $1,500 per year for committee work.

18.10 Appeals Process

The LPDC shall, by majority vote of its membership, establish an appeals process in its Plan of Operation. The appeals process shall comply with all laws and regulations governing the operation of the LPDC. Appeals shall be submitted in writing to the LPDC within ten (10) contract days after receipt of the denial.

18.11 Plan of Operation

The LPDC shall develop all necessary forms, guidelines, operating procedures and publications necessary to implement the functions required by Section 3319.22 of the Ohio Revised Code and this Master Agreement. Individual Professional Development Plans (IPDP) submitted by administrators to the LPDC shall be reviewed by majority of administrators on the LPDC. The Plan of Operation and any future amendments to the Plan must be approved by both the superintendent and the WEA president.

18.12 Professional Advancement Credit Program

The Superintendent/designee shall perform the duties related to the Professional Advancement Credit Program as provided in Article 15.1.

ARTICLE 19
INDIVIDUAL PROFESSIONAL DEVELOPMENT PLANS

19.1 Members will develop an Individual Professional Development Plan (IPDP) to illustrate their intentions to improve their practice through growth and learning activities/opportunities. Members may amend an existing IPDP through the process defined in this section at any time.

19.2 License Renewal IPDP: This plan must be approved by the LPDC for licensure renewal as outlined in Article 18 of this agreement. If the IPDP is rejected, the LPDC shall give the member written reasons for rejection and the member shall have the opportunity to amend or alter the IPDP for resubmission. This plan will remain in effect until the license is renewed.

19.3 Maintenance of Licensure

Beginning July 1, 2023, newly hired members are required to maintain all licensure(s)/certification(s) that they have upon employment with the District regardless of assignment. Failure to maintain such licensure will constitute a lack of qualification for the member's position and may result in disciplinary action up to and including termination of employment.

ARTICLE 20
PROFESSIONAL DEVELOPMENT ADVISORY COUNCIL

20.1 Purpose

A Professional Development Advisory Council (PDAC) shall be established to advise the district on professional development opportunities. The purpose of the PDAC is to ensure that appropriate professional development opportunities exist and all members are apprised of and encouraged to participate in continuing growth activities.

20.2 Council Responsibilities

The PDAC shall act as an advisory group to identify professional development needs, to develop timelines for implementation, to identify procedures for communicating professional development opportunities to staff, and to review, evaluate, and recommend modifications to professional development practices in the district. In doing so, the PDAC shall provide support for:

(a) Coordination of professional development activities of all district programs

(1) The district's Continuous Improvement Plans

(2) Teaching and Learning professional development

(3) The district's professional staff member evaluation plan

(4) Individual Professional Development needs

(b) Collaboration with the Worthington Professional Development Committee to assure programs meet professional staff member needs and the requirements for licensure, CEUs and PACs.

(c) Collaboration with outside agencies to provide professional development programs that meet district, school and individual needs.

(d) Assessment and review of all professional development programs offered to assure quality.

(e) Quality assurance of facilitators presenting professional development programs to assure the utilization of effective teaching models and adult learning research.

(f) Collaboration at school sites for professional development

(g) Preparing classroom teachers with the knowledge and skills to address the needs of students with disabilities

20.3 Council Composition and Selection

The PDAC shall be comprised of 10 members, 5 bargaining unit members who shall be selected by the Association and 5 administrative members who shall be selected by the Superintendent. Committee members shall serve for terms of one year each and may be reappointed to subsequent terms. Vacancies will be filled in the manner of original appointment.

20.4 Release Time

Each bargaining unit member serving on the PDAC shall be provided release time to a maximum of six half-days each school year.

ARTICLE 21
MENTORING PROGRAM

21.1 Entry Year and New Teacher Orientation Program

The Board and the Association agree to the formation of the Resident Educator Program. The Resident Educator Program shall include the following:

21.2 Purpose

The purpose of the Resident Educator Program is to provide a program of positive formal support to foster professional growth to members who are new to the district, in the Ohio Resident Educator Program, and members assigned to teaching positions they have not requested. The Resident Educator Program does not replace the employment evaluation.

21.3 Resident Educator Program Committee Structure

The Resident Educator Program Committee ("the Committee") shall consist of five (5) members appointed by the Association President and four (4) administrators appointed by the Superintendent. The Committee chairperson shall be a bargaining unit member.

A quorum of the Committee shall consist of no less than four (4) members appointed by the Association President and three (3) administrators appointed by the Superintendent.

The Committee shall determine when and where it shall meet and the number of meetings necessary to fulfill its purpose. The Committee shall meet (1) to organize the Mentoring Program for each school year, (2) to assess progress of the Mentoring Program, and (3) to assess performance of the Mentoring Program at the conclusion of each school year. At the beginning of each school year, the Committee shall meet to review the previous year's work assigned to Resident Educators and to determine the scope of the work to be required of Resident Educators for the upcoming school year.

The Committee shall operate in accordance with the Teacher Education and Licensure Standards of the state, Ohio Department of Education Guidelines, the Ohio Resident Educator Program and all other applicable laws and rules.

21.4 Resident Educator Coordinator

The Board shall select and appoint a Resident Educator Coordinator. The Superintendent shall meet and confer with the Association President about and prior to his recommendation to the Board of the Coordinator. The Resident Educator Program shall be aligned with the goals of the district.

21.5 Compensation

Resident Educator committee members shall be compensated $500 for work performed.

Mentors for staff members included in the Entry Year Program per state licensure guidelines shall be given a contract for the amount of $1,000.

Mentors who are offered to and accepted by staff members who are on intensive intervention or who have been transferred to positions they have not sought and for other staff members who are new to the Worthington Schools shall be given a contract for the amount of $375.

Mentors who participate in year 2 and/or year 3 of the District's mentoring programs as required by Ohio's Resident Educator Program shall be compensated as follows:

(a) If a Mentor is assigned 1 to 3 Mentees s/he shall receive $1,000 per year.

(b) If a Mentor is assigned 4 to 6 Mentees s/he shall receive $1,500 per year.

(c) If a Mentor is assigned 7 or more Mentees s/he shall receive $2,000 per year.

21.6 Mentors

The Committee shall recommend the criteria for selection of a member as a mentor, provided that it is agreed that included in such criteria when implemented shall be a requirement that a member has been employed in the district for a minimum of three (3) years. The committee shall consider the recommendations of the principal or supervising administrator.

21.7 Selection Process for Assignment of Mentors to Mentees

The Committee shall select the mentors each year and determine the most appropriate assignment of mentors to mentees. Each mentor shall be selected and assigned by a minimum vote of six committee members. The Committee shall determine the process by which the mentor or mentee may request a change in assignment.

21.8 Training and Release Time – Mentors and Mentees

The Committee shall determine the training (a) for Committee members necessary to establish and maintain an effective Resident Educator Program and (b) for all mentors, and, contingent upon the approval of the Superintendent, the Board shall provide necessary release time for such training during the contractual year and pay for any cost involved in such training.

A mentee shall be provided coordinated release with their assigned mentor. This release time for the mentor and mentee shall not be less than three (3) days per year, and the days may be used in either half days or full days.

21.9 Accountability and Review

The Committee shall determine an accountability plan for the Resident Educator Program that includes reporting of mentoring activity at least quarterly, demonstrating to the Committee and the Mentor Coordinator compliance with state and district requirements.

The Committee shall further develop an evaluation process for the Resident Educator Program that occurs annually to assure compliance with state and district requirements.

21.10 Confidentiality

Mentors shall communicate directly with the mentee and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the mentee shall be confidential information. However, confidentiality shall not apply where disclosure is required by law. Neither the Mentor nor the Mentor Coordinator shall participate in any informal or formal contractual evaluation of a mentee.

Neither the Mentor nor the Mentor Coordinator shall be directed, required, or requested to make any recommendation regarding the employment of a mentee in the Resident Educator Program.

21.11 Mentoring Program Content

The Committee shall develop the Resident Educator Program content for summer orientation and throughout the school year.

21.12 Contractual Evaluation

The Resident Educator Program shall not replace the employment evaluation. Evaluation of mentees shall be conducted in accordance with district evaluation procedures.

No adverse employment action shall occur solely as a result of the beginning teacher failing to successfully complete the Resident Educator Program except where the member, without justification, fails to substantially comply with the Resident Educator Program.

21.13 Implementation

The Resident Educator Program developed by the committee shall be subject to budget constraints as determined by the Board.

21.14 Members in the Resident Educator Program for the first time each shall receive two (2) release days in Year Three of the Program to work on their submission of work. Separate and apart from 21.15 below, this Section shall become null and void upon the effective date of any legislation that repeals or substantially modifies the resident educator program.

21.15 Termination of Ohio Resident Educator Program

In the event that there is new legislation that repeals or substantially modifies the resident educator program/license, the parties shall bargain any necessary changes to the contract provisions.

ARTICLE 22
LENGTH OF CONTRACTUAL YEAR

22.1 Length of Contractual Year

The work year shall consist of no more than one hundred eighty-six (186) days, of which students will not be in attendance at least nine (9) days, one of which days will be Election Day in November. New member orientation meetings that are held prior to the first teacher work day are exempt from this provision. Each new member attending these orientation meetings will be paid a stipend of $200 for each day of attendance.

(a) Two (2) days shall be used on the first and second days of the school year and shall include at least eight (8) hours of teacher directive time.

(b) Two (2) days to compensate members for conducting parent-teachers conferences after the workday.

(c) Four (4) of the remaining workdays in which students are not in attendance, shall consist of the following:

(1) 20 hours of grading time to be distributed among the yearly grading periods to be used for data collection, analysis, as well as updating and monitoring student records, grades, and lessons. This time shall be teacher directed.

(2) At least 14 hours of teacher directive professional collaboration time (currently Teacher Based Teams).

Any exceptions to individual members' schedules shall be made in writing by mutual agreement of the Superintendent/designee and Association.

The Superintendent or designee will develop three (3) proposed school calendars in consultation with the Association. The school calendar adopted by the Board shall include a Spring and Winter break of at least one (1) week in length (Monday through Friday and national holidays). The Association shall vote or select which of the three proposed school calendars it prefers. Thereafter, the Association shall notify the Board of education of its selected or preferred calendar for approval and adoption. However, the Board of Education shall set the school calendar.

22.2 Extended Day for Professional Development

The Board may require each member to work one extended day beyond the 186-day school year. The purpose of this workday shall be for professional development. If the Board intends to add this extended day, the Board shall notify the WEA president at least one year in advance of when the extended day is scheduled to occur. This extended day shall be contiguous to or within the contract year. The compensation for this day shall be the per diem rate for each member based on a 186-day school year.

22.3 Teacher Based Teams

As used in this provision, "Teacher Based Teams" (TBTs) share responsibility with district and building-level teams for improving student achievement as part of a system-wide improvement focus (Ohio Improvement Process). The Association and Board recognize that collaborative teams are essential for shared leadership and effective communication and that improvements in student educational opportunities can result from this work.

TBTs shall be created, directed, and conducted at the building level. Team composition and focus should reflect a commitment to continuous improvement, collective responsibility, and equity. The Association recognizes that the focus of each team needs to be aligned with district and building goals and shall have input and oversight from administration.

All parties recognize that this time is in recognition of Article 22.1 (c)(2).

ARTICLE 23
LENGTH OF TEACHER DAY

23.1 The unit member's day is 7 ¾ continuous hours, including an uninterrupted one-half (1/2) hour duty free lunch. The Board will not increase the length of the present teacher workday without providing proportionate compensation to those affected members. However, the parties recognize and acknowledge that members have traditionally been required to perform some duties beyond the established workday and work year and that members will continue to perform such duties and that an individual's schedule will not be adjusted beyond established district practices.

It is an expectation that all members participate in job-related professional development outside of the regular contract day appropriate to the position in the particular year (by way of example Kindergarten Readiness Assessment training in the Summer of 2014 for all kindergarten teachers). All members shall annually receive a stipend amount of $500 no later than the first pay period in June for this expectation.

23.2 The number and length of meetings will be a site decision, reached jointly by staff and administrators. If a mutually agreeable decision cannot be reached, the superintendent will review the situation and make recommendations. Nothing in this article shall preclude an administrator from calling an emergency meeting of building staff.

23.3 Assignment of Duty Periods

The Board and Association acknowledge that certain non-instructional duties are necessary components of each school day, and that those duties, to the extent that they are required to be performed by the instructional staff, should be allocated fairly and in a reasonable fashion. Each building principal shall develop a list of duties and a duty schedule in collaboration with a committee of bargaining unit members in the building. Duties will be assigned within a building by first considering those bargaining unit members willing to volunteer for the duty. Such opportunity will be provided the instructional staff prior to duty assignments. If no one volunteers for a necessary duty, that duty will be assigned.

23.4 High School Class Assignments

Teachers who volunteer and are accepted to teach a high school accredited 6th class during the school day will receive a supplemental stipend of $6,000.00 for each full year in which a six class teaching assignment is maintained. If the need exists and no member volunteers in the licensure area, a teacher may be assigned to teach a 6th high school accredited class during the school day and will receive a supplemental stipend of $6,000.00 for each full year in which this six-class teaching assignment is maintained. If a member has more than three (3) preps, that member will not be involuntarily assigned a sixth (6th) class. Additionally, no member shall be involuntarily assigned to teach a sixth (6th) high school accredited class for three (3) consecutive academic years. If the member

does not teach 6 classes for an entire year (whether volunteer or assigned), the stipend will be pro-rated for that portion of the year in which six (6) classes were taught.

Volunteers for 6th period instruction should express their intent no later than April 15 prior to the school year in which the services will be provided. When potential 6th periods are available, the administration shall contact volunteers to accept or reject the opportunity to teach a 6th period. However, if a high school teacher has fewer than eighty-five (85) students and no more than two (2) preps in their daily class load, the teacher may be assigned a sixth class with no additional compensation in lieu of a duty period by mutual agreement.

ARTICLE 24
EXTRA-CURRICULAR ASSIGNMENTS

All members shall be assigned no more than three extra-curricular assignments per school year. Before assignments are made, each member will be given the opportunity to select the extra-curricular assignments they prefer.

ARTICLE 25
PLANNING TIME

A daily planning period for each teacher (excluding counselors, Deans, psychologists and nurses) will take place within the pupil day. The planning period will be equivalent to a related arts class period at the elementary level and a class period at the middle school and high school level.

Each bargaining unit member will have at least (2) days per week on which no meetings will be scheduled during their planning time. In the event that a bargaining unit member is scheduled to participate in meetings during their planning time on more than three (3) days in any one week, they may meet with their building administrator to rectify the issue.

In place of daily planning time, pre-school teachers are provided with a half-day planning to be used at their discretion each week on the non-instructional day (Monday or Friday) that is scheduled into the preschool program. The remaining half-day of planning is provided to preschool teachers to allow them additional time to meet the unique requirements of the preschool program, including home visits, parent conferences, preschool site visits, IEP responsibilities as related to the needs of parents and families. The Association and administration will continue to investigate alternative ways of providing daily planning time to preschool teachers. Until a new, mutually acceptable schedule is developed, the half-day of teacher-directed planning time each week will continue to be provided to all preschool teachers.

ARTICLE 26
PART-TIME EMPLOYEE EXPECTATIONS

Part-time members shall be given the opportunity to discuss expectations of their assignments. A form will be developed and used for the discussions with the part-time staff member. The

form will be given to and discussed with the job offered at the time of conditional offer of employment. The form will be completed by the building principal and discussed between the building principal and the part-time member the first week of each school year. The form will include the following areas of discussion:

(1) The expected arrival and departure times for the part-time staff member.

(2) The participation of the part-time member in staff meetings. Part-time traveling members will normally attend staff meetings in the building where they end their contract day. If staff meeting attendance poses an unreasonable expectation for the part-time member, arrangements will be defined for the member to obtain staff meeting information through a designated contact person.

(3) The expectation for specific duty assignments. Part-time staff members with a 0.5 or greater contract may be assigned a duty period.

(4) The expectations for participation in parent/IEP conferences.

(5) The expectations for interaction with students beyond the part-time member's contract day.

(6) The part-time member's opportunity to advance on the salary schedule. A part-time member who has a 0.6 contract should refer to Article 45.6(b) for salary schedule advancement opportunity.

(7) Any other unique aspect of the assignment.

A copy of the completed form, along with the signatures of the principal and part-time staff member, will be retained in the member's personnel file.

ARTICLE 27
TRAVELING TEACHER

An effort will be made to schedule members who are required to travel between two or more buildings in a given school day in such a manner that sufficient time will be allotted so that members are not required to leave a class in session to teach a class in another building.

Efforts will be made to provide adequate working space and the resources needed for teaching preparation. Information such as schedule changes, announcements, staff meeting minutes, etc., shall be provided. Members who must use lunch or preparation time to travel will not be assigned duties.

ARTICLE 28
ACCESS TO WORK AREA

28.1 Upon the request of each member, reasonable access to all work areas in the member's assigned building(s) shall be granted for the completion of teaching assignments in accordance with the provision of 28.3.

28.2 Access key(s) to the building(s) and work areas shall be provided for the use of the buildings or work areas in accordance with the provisions of 28.3 below. The intent of this provision is to provide a system in every building for reasonable access to buildings for each member in accordance with 28.1 above. It is not the intent of this provision to alter current access procedures in buildings where an adequate system is already in place.

28.3 Having access to the building carries with it the responsibility for maintaining security at each entrance/exit and area used. In addition, the parties agree that the Board may be required to restrict or prohibit access to particular buildings or work areas for reasons of security, health, safety, emergencies or required work which must be performed. If the member fails to demonstrate responsibility all rights and privileges granted by this Article for that particular member may be revoked.

ARTICLE 29
FACILITIES

29.1 Each member shall have access to a private District phone space with access to a phone for making calls to parents. Staff in each elementary and middle school building shall have access to two (2) private District phones for such use.

29.2 Workspace for the purpose of teacher planning/preparation and grading will be provided.

ARTICLE 30
SCHOOL CLOSING

30.1 When the Superintendent/designee of the Worthington Schools declares system-wide closing of school, members shall be notified as early as possible, and shall not be required to report.

30.2 The administration/building administration shall distribute a notification process for each building annually by September 30.

ARTICLE 31
CLASS SIZE

The process for student placement shall be collaborative between members and their building Administrators. In an effort to encourage equity among members, the number of special needs students that members have had in previous years shall be an important consideration when

placing students. This collaboration shall be on-going and after the start of the school year a review of student placement shall occur by August 31st.

The Board will endeavor to adhere to its class size guidelines; however, these guidelines are not subject to Article 13 nor may a member seek legal recourse to enforce said guidelines. The Board and the administration reserve the right to deviate from the guidelines because of the unavailability of physical facilities or for other good and sufficient reasons.

Any All-Day Kindergarten class with an enrollment of 22 or more will receive a minimum of ten (10) hours per week of assistance to support in the classroom. Any Half-Day Kindergarten class with an enrollment of 22 or more will receive a minimum of five (5) hours per week of assistance to support in the classroom. The District, in collaboration with building administration and members, will endeavor to identify and approve such support to these classrooms prior to the first student day.

Any First Grade class that is, on August 1, scheduled to have 25 or more students in their classroom will be eligible for support to the classroom. The District, in collaboration with building administration and members, will endeavor to identify and approve such support to these classrooms prior to the first student day.

At the secondary level, when inclusion classes are comprised of more than forty percent (40%) of students in the teacher's identified content area are on IEPs, administration will meet with the teacher to strive to make the classroom assignment changes, discuss other options for support and/or develop schedules that are within compliance with the above forty percent (40%) provision.

ARTICLE 32
LEAST RESTRICTIVE ENVIRONMENT

32.1 Definitions

As used in these guidelines, "a student with a disability" is one identified as an individual with disabilities under the Individuals With Disabilities Education Improvement Act (IDEIA) or Section 504 of the Rehabilitation Act of 1973 and for whom an individualized educational program (IEP) or Education Plan has been or is in the process of being developed. "Mainstream" means the process of delivering educational services to a student with a disability in a regular education setting. "Regular education teacher" means, in the case of a student with a disability who has been mainstreamed, the regular education instructor (or instructors) having responsibility for the delivery of the educational program or services to the mainstreamed child.

32.2 IEP Development and Administration

Members directly involved in the delivery of special education programs, whether in the regular education setting or in the special education setting, shall attend IEP conferences consistent with state and federal regulations. Members not otherwise required to attend, but who wish to attend and who have some educational responsibility for the student who

is the subject of the conference, should make that wish known to the appropriate building administrator prior to any scheduled conference date. While the schedules of individual members will be taken into consideration in the scheduling of IEP conferences, such conferences must be scheduled at times convenient to the parents and students involved.

The district recognizes that special mandates related to federal IDEIA and Section 504 of the Rehabilitation Act can have a serious impact on the time of members and further recognizes that often parental availability is limited to after the contract workday.

Members responsible for the implementation of education programs for students with a disability will be provided with copies of the IEPs for those students. Consistent with the requirements of State and Federal regulations governing the education of students with disabilities, any member with primary responsibility for the education of a mainstreamed student with a disability may request an IEP conference to address issues regarding the appropriateness of the program or placement of such student.

Members who are responsible for the writing of IEPs shall be provided a minimum of fifteen and a half (15.5) hours of release from their normal teaching workday. At the member's discretion, the member can elect to forego the IEP writing days and be paid up to fifteen and one-half (15.5) hours at $250/day to complete IEP writing outside of the contractual work day. Additional time may be provided according to district guidelines for such responsibilities.

32.3 Training

The district periodically offers in-service programs dealing with the education of students with disabilities. Members are encouraged to attend and participate in those programs. In federal and state law under "requirement with respect to regular education teachers (Ohio Admin. Code 3301-51-07 (L)(1)(c)(ii)), the rule states that the IEP team is required to identify "supplementary aids and services, program modifications, and support for school personnel consistent…." "Support" as specified in this rule includes training for regular and special education teachers and related services that are needed to meet the needs of the student and to implement the student's IEP. Training needs may be considered by the IEP team. If the IEP team determines that training for any staff implementing the IEP is necessary, the specific training needs are written on the IEP under Step 5: Identify Services.

Members who serve students with unique needs are encouraged to utilize facilitated professional collaboration time (per Article 22.3) to share appropriate instruction and intervention strategies to meet student needs.

Teachers and specialists servicing students in District units (SCLC, BLC, SLC, Daily Living) will be provided yearly training in the management of aggressive student behavior. Compensation will be provided to staff members at the rate of $42/hour if the member is required to attend training outside of the contractual work day.

32.4 Special Health Care Needs

The Board and Association acknowledge that certain students with disabilities may be required to be educated in regular education classrooms. Such students may, as a result of their disabilities, require special care or medication during their attendance in the regular education classroom. It is the intent of the parties that persons who are assigned responsibility for providing necessary care or medication for such students shall be trained in the delivery of such care or medication. Trained non-teaching staff will be assigned to provide such care or medication. In the event that non-teaching staff are not available, voluntarily trained teaching staff may be required to provide such care on an emergency basis. Unless otherwise required by an IEP, medication for students with disabilities shall be administered in accordance with the District's policy governing the administration of medication for students.

32.5 Class Size and Pupil Assignment

(a) The District and Association recognize that several variables impact the workload of special education and related service staff. The District will maintain caseloads of class sizes in accordance with the state guidelines and will attempt to balance workloads in accordance with these provisions. Assignment of students with disabilities to regular education classes will take into account such factors as the needs of the student with disability, the needs other students in the class, the concerns of the regular education teacher, the number of students in the class and the physical location and facilities available to the classroom. This is an ongoing collaborative process. However, the educational needs of the students must remain the primary consideration.

In the event that the District intends to apply for a waiver from the Ohio Department of Education to exceed the state mandated caseload maximums, the Association President will be notified and advised of the reasons for doing so.

(b) Caseload, Workload, and Class Composition Committee

The Superintendent/designee and the Association President shall establish and appoint an equal number of administrators and WEA members to a committee to address concerns related to caseload, workload, Medicaid, and class composition for special education teachers and related services.

(i) The Committee will meet as needed up to three (3) times per year on mutually agreed dates. An agenda will be established when a meeting is scheduled.
(ii) The Committee shall be responsible for addressing concerns regarding caseloads, workloads, Medicaid, and class composition and for making recommendations for best practices in these areas.

32.6 Evaluation

The effect of the placement of a student with a disability will be taken into consideration in the performance evaluation of the member. Student attainment of IEP goals and objectives will not be considered in the performance evaluation of a member, provided that the member has fully implemented the IEP for that student.

32.7 Communications

A flow chart for accessing support regarding the implementation regarding Multi-Tiered System of Support Team (MTSST), a regular education intervention process, and IEP procedures will be made available to all members. The district shall make this flowchart easily and readily accessible to all members.

32.8 Requests for Additional Support

Members who serve students who have not been identified as special education students in accordance with IDEIA will utilize the MTSST process in accordance with district policy to initiate the appropriate student evaluation and intervention strategies. When there are emergency needs, the MTSST process will be expedited to the extent possible. Members who are responsible for serving identified special education students will follow appropriate IEP review process for student intervention. In either case, members who believe they are in need of additional support because of the severity of the learning or behavioral needs of their students are encouraged to communicate their concerns with their building administrator. The administration will respond to such concerns in a timely manner.

If, after attempting to resolve such concerns by working informally through the administration, a member believes his or her needs for support are not being met, the member is encouraged to contact the Association president and, if necessary, initiate the Professional Concern process as stipulated in Article 8. Nothing in this Article shall imply permission to violate the confidentiality of individual student information as guaranteed under applicable federal and state statute.

32.9 Multi-Tiered System of Support Team (MTSST)

Each building (excluding private schools) shall have at least one Multi-Tiered System of Support Team (MTSST) consisting of up to five (5) bargaining unit members at each school. Each bargaining unit member on the MTSST shall be compensated $550 per year.

A building may have more than five (5) bargaining unit members on a MTSST by mutual agreement of the members on the team indicated by written consent. The building principal shall notify the Human Resources Department when this occurs and the members of the MTSST shall have an equal share of the $2,750 total compensation available.

32.10 Special Education Teacher Meeting

Unless mutually agreed otherwise, each building will schedule a quarterly meeting to resolve and discuss assignments and/or caseload of students with disability with the building principal, district administrator or designee, special education teachers and regular education teacher if necessary.

ARTICLE 33
PERFORMING INSTRUCTION

All instruction shall be planned and performed by certified bargaining unit members with the exception of occasional small group instruction performed by instructional aides under the supervision of a teacher.

However, nothing in this Article or Agreement prevents the assignment of Worthington students to classes offered by sources outside of Worthington without instruction planned and performed by a bargaining unit member, online or otherwise, where the class is not offered by the Board with a Worthington bargaining unit member, or there is insufficient enrollment of Worthington students to justify the Board offering the class, or for credit recovery. No teacher's contract shall be suspended as a result of offering such instruction.

ARTICLE 34
NOTIFICATION OF ASSIGNMENT

At the elementary level, members will be notified if a change is made in their building and/or grade level and/or special area assignment[6] for the forthcoming school year. At the secondary level, members will be notified if a change is made in their building and/or subject area and/or special area[7] assignment for the forthcoming school year. Such notification will be made by June 30.

If a change becomes necessary after June 30, members affected by said change will be notified at the earliest date possible.

Members shall give written notification to the Director of Human Resources and the building principal or supervisor of the address and telephone number where they can be contacted during the summer months if that address or telephone number is different from their residence as listed in the directory.

[6] Special area refers to elementary staff members not assigned to a specific grade level.

[7] Special area refers to secondary staff members not assigned to teach a subject area(s).

ARTICLE 35
JOB OPENINGS AND ANNOUNCEMENTS

35.1 As soon as the administration determines that a job opening[8] exists within the bargaining unit, all members shall be notified of such job openings using the following procedure:

(a) Job announcements shall be posted on the District's Job Notice Web site.

(b) Members who are on leave or RIF status who want copies of job announcements mailed to them shall notify the certified personnel office in writing and such notices will be mailed.

35.2 The written description in a job announcement will indicate the following:

Full-time or less than full-time
Date of posting
Certification requirements
The approximate date when the contractual duties of this position begin
The expected building assignment and grade level

35.3 If a job opening is determined to be caused by a member taking a leave of absence or a position on special assignment, the job announcement shall include a notation that the position may be temporary. All subsequent candidates for similar positions in that area of certification will be notified of the potential that they may be affected by the return of that member.

35.4 No action shall be taken to fill a job opening in the bargaining unit until such job opening has been posted for five (5) days, excluding weekends and holidays. Job openings occurring from July 1 to the start of school year will be posted but said timelines for filling the positions do not have to be adhered to during this time. Interest shall be determined by the member's online application through the District's Job Notice Website and electronic notification of all pertinent openings will occur with an active application.

35.5 If a job is posted and the administration determines not to fill the vacancy, the Association President or designee will be informed of such determination.

ARTICLE 36
PERFORMANCE CONTRACTS

Notice of each Performance Contract shall be provided in advance by e-mail to members including specific location and title of each posted performance contract. Contract specifications shall be posted on the Portal. Each posting shall include a description of the project and its anticipated objectives, a statement of minimum qualifications, an initial estimate of the pay for

[8] A job opening determined by the administration may result from a vacancy due to a leave of absence, death, resignation, retirement, termination, or non-renewal; the redesigning of a job; or the creation of a new position.

the Performance Contract, a tentative deadline for project completion, and a time for recipients to reply to indicate interest.

Notification of Performance Contracts for service on District Committees shall be made by the body having appointing authority. The Association shall notify its members of the opportunity to serve as Association appointees on the Worthington Professional Development Committee, Professional Development Advisory Committee, Shared Solutions Committee, Resident Educator Program Committee, and any other contractually-created committees for which the Association and/or Association President is responsible for appointing members. Notification may but is not required to be made by District e-mail.

Nothing herein shall make any failure to comply with the provisions of the foregoing paragraph grievable under Article 12 or otherwise subject to challenge except as and unless it be shown that there has been and continues to be a clear pattern and practice of such failure, which clear pattern and practice has previously been brought to the attention of the administration without good faith effort for prospective correction.

ARTICLE 37
TRANSFER AND REASSIGNMENT PROCEDURES

37.1 Definitions

(a) A "reassignment" is a change in the assignment of the member which does not include a change of location from that of the previously held position (e.g., a change in grade level within an elementary school or a change in teaching area/subject at a secondary building).

(b) A "transfer" is a change in the location to which a member is assigned (e.g., a change from one middle or elementary school to another or a change from one high school to another or Linworth, or the converse).

(c) As used in Articles 37 and 13 "Seniority" means the longest period of continuing employment (including approved leaves of absence and time spent in a RIF status) beginning with the date the Board of Education initially approved the issuance of a contract to a member. Seniority is not interrupted if the member is in the employ of the school district on both the last day of a school year and the first day of the following year.

If two (2) or more members are equal in seniority, the following criteria will be applied in numbered sequence until the tie is broken. The more senior member is:

(1) The one who has a continuing contract.

(2) The one who has the greater number of years (including approved leaves of absence and time spent on a RIF status) under that continuing contract.

(3) The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or chartered schools.

(4) The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.

(5) After the above methods have been exhausted and a tie still exists, a draw will be utilized to break the tie.

37.2 Procedures

(a) The procedures governing reassignment of members will be those set forth in administrative procedures established by the Superintendent.

(b) The procedure governing transfer of personnel in conjunction with the opening of a new building will be those set forth in administrative procedures established by the Superintendent.

(c) All other voluntary and involuntary transfers will be governed by administrative procedure and sections 37.3 and 37.4 below.

37.3 Voluntary Transfers

(a) Members possessing certification for a job opening may make written application for a transfer to such position to the Superintendent or their designee within the posting time limits set forth in Article 35.

(b) The member who has made written application in a timely fashion for a transfer to the position, who possesses certification for the position and who has the greatest seniority will be given first consideration for the transfer. In all cases of making transfers, the Board and the Association agree that transfers are to be made in the best interest of the school district and this will be the overriding consideration as determined by the administration. If the most senior member who applied is denied the transfer they shall be granted a post-transfer conference if requested. At such conference, the member may be given the reasons why they were not granted the transfer. Such reasons will not otherwise be used to the detriment of that member. The reason(s) and the judgment upon which the reason(s) is [are] based shall not be subject to Article 12 or Article 7.

37.4 Involuntary Transfers

If the provisions of Section 37.3 of this Article do not succeed in filling a job opening, the administration will consider each of the following steps before involuntarily transferring or reassigning a certified member:

(a) Employing a new teacher to fill the job opening.

(b) Increasing the contract of a part-time member who is certified and/or qualified.

(c) Principals ask for members who may be interested in volunteering to transfer.

(d) Consider involuntarily transferring or reassigning the least senior member that is certified in the affected certification area. In event the least senior member(s) is not assigned, reasons will be given to the Association President.

If the above considerations are not feasible, an involuntary transfer or reassignment of a member will be made in the best interest of the school district. No member involuntarily transferred shall have to participate in more than one interview session before being placed. A conference will be held between the member and the Superintendent or Superintendent's designee concerning an involuntary transfer or reassignment. A written notification of an involuntary transfer or reassignment shall be delivered to the member following said meeting. The Superintendent will have the final authority to make all involuntary transfers and their decision shall not be grievable. However, compliance with the procedural requirements of this section is subject to the grievance article.

Transition Plan

In the event of an involuntary transfer or reassignment, the member shall be provided the opportunity to meet with the Director of Certified Personnel, Association President, and appropriate building administrators to discuss a transition plan and resources that are needed to help ensure the success of the member in the new assignment. The Director of Certified Personnel or designee and the Association President shall conduct a quarterly follow-up with the member and receiving building administrator, as requested, to monitor the progress of the transition.

The Association President and administration shall develop a reference list of support services that may be offered to transferred or reassigned members.

37.5 Member Initiated Transfer

A member seeking to transfer for the purpose of professional growth and renewal will be considered for a transfer. They will apply in writing to the Human Resources Department. The member will be guaranteed an interview for the open position for which they are certified. The administrator of the receiving school may deny the request for transfer. If the request is denied, the administrator will provide specific written reasons for the denial relative to the applicant's job performance and/or qualifications.

37.6 Assignment of Staff in the Event of Building Closing or Reconfiguration

In the event of a building closing or reconfiguration, the Superintendent shall staff buildings by maximizing opportunities for voluntary transfers and minimizing involuntary transfers.

ARTICLE 38
TEACHER ON SPECIAL ASSIGNMENT

The position of teacher on special assignment has been established for the purpose of addressing specific needs of the district which are of a temporary nature. The position may be expected to exist for a period of from one (1) semester up to two (2) full years.

For the purposes of this contract, all provisions are deemed to apply to the position with the following exception:

Any member returning from special assignment in the district shall be assigned to the same position held, including the same building and subject area, prior to the special assignment unless the member seeks and obtains a new position elsewhere in the district.

The Superintendent/designee will annually notify any member on special assignment and the Association of the status of the assignment, including the member's rights under this article.

ARTICLE 39
PERSONNEL FILES

39.1 The personnel file of each member shall be maintained in the office of the Board.

39.2 A member shall have access to their personnel file upon reasonable request. A representative of a member shall have access to said member's personnel file when said member requests such access in writing. All access requests shall be made to the Superintendent or their designee.

39.3 All materials placed in the personnel file of a member shall include a notation of the date the item was placed in the file and the dated signature of the administrator placing the entry into the file. The member shall be given a copy of and the opportunity to sign items which are to be entered into their personnel file within five (5) working days after notification that such items are to be placed in their personnel file. The member's signature on personnel file items does not necessarily indicate agreement with the content. The signature is added to indicate that a copy of the material has been inspected by the member.

39.4 In the event of a request by a member of the general public to review the personnel file of a member, the Board will notify the member of the name and address of the person requesting the file review if known. Consistent with the right of the requesting person to inspect public records, the member whose file has been requested to be inspected, or his or her designee, shall have a reasonable opportunity to observe the inspection.

39.5 Items in a member's personnel file shall be accurate, relevant, timely and complete. If a member feels that an item is inaccurate, irrelevant, untimely or incomplete, they either may call for an investigation in accordance with Ohio Revised Code Section 1347.09 or may submit it to provisions of Article 12, but not both. If the member elects the investigation and they do not agree with the findings of said investigation, they shall have

the right to attach a written statement of reply to the disputed item in their personnel file. Such right will not be afforded to a member who elects to submit a dispute arising from this Article to the grievance procedure (Article 12). If the member elects to submit a dispute to Article 12, the grievance or aspect of any grievance that concerns an administrator's exercise of their professional judgment in matters such as evaluation and observation may not be taken to Step IV. Moreover, an arbitrator is specifically prohibited from substituting their judgment from that of an administrator in matters of professional judgment.

39.6 All material to be placed in a member's personnel file shall be signed and, if applicable, shall include the name(s) of those who are the source of any material.

39.7 Items in a member's personnel file are limited to the following:

(a) Official transcripts of college or university work

(b) Teaching certificate(s)/licenses or other certificate(s)

(c) Observation/conference reports

(d) Other official evaluation reports

(e) Military records

(f) Salary notices

(g) Letters of merit

(h) Signed letters of reminder or direction, discipline or reprimand from the administration

(i) LPDC information

(j) Records from past experience from other districts

(k) Fingerprint (background) checks

(l) The highly qualified teacher worksheet prescribed by the Ohio Department of Education

(m) Other items required by law or mutually agreed between the parties

39.8 Unless as part of a settlement or arbitrator's award, where non-removal would be contrary to law, no item shall be removed from the employee's personnel file without written consent of the employee.

ARTICLE 40
EVALUATION

40.1 The evaluation policy adopted by Board of Education pursuant to ORC 3319.111 is attached hereto in Appendix H.

ARTICLE 41
PAID LEAVES

41.1 Sabbatical Leave

A member, upon written request to the Board, may be granted professional leave for up to one (1) school year. The request shall be submitted by March 1 of the preceding school year for which the leave is requested unless the Superintendent or their designee waives this requirement. Professional leave is designed to encourage the improvement of instruction, supervision and administration and may be granted in keeping with the following provisions:

(a) To be eligible a member must have completed five (5) years of service in the Worthington School District.

(b) The member shall submit a written plan of professional improvement prior to Board approval. Within sixty (60) days upon return from professional leave, the member shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.

(c) Not more than two percent (2%) of the members shall be granted professional leave at a given time. Members requesting a professional leave will be notified as to the approval or disapproval of the leave no later than March 30th. All members denied or approved will be informed of the decision prior to the distribution of the Board of Education's agenda. At the time of notification, the member will be notified of the amount of salary to which they would be entitled if not on leave. Such payment will be made according to one of the regular payroll plans beginning on or about August 25th.

(d) The compensation received while on leave shall be one of the following options:

(1) The difference between the member's regular salary for the next school year and the salary of a teacher at Class 4 Step 0 at the time the professional leave commences with waiver of fringe benefits.

(2) The difference between the member's regular salary for the next school year and the salary of a teacher at Class 4 Step 3 at the time the professional leave commences and fringe benefits as stipulated in this section. The member who elects to maintain their fringe benefits may pay their portion through payroll deduction.

(e) If the requested leave is not granted, an appeal may be taken to the Board, but such decision is not subject to the grievance procedure.

(f) A year of professional leave shall count as a year on the salary schedule and for purposes of length of service in the district, which will count as employment/service for purposes of Article 13.

(g) An additional professional leave may be applied for in accord with the prior provisions of this Article after an additional five (5) years of service in the district subsequent to the previous professional leave.

(h) As a condition of being granted professional leave, the member must agree to teach in the Worthington System for a period of at least one (1) year upon returning from leave. Failure to do so will require the member to refund to the Board all payments received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said member was to have returned to duty. Such time limit may be extended by agreement of the Board with a request by the member to do so.

(i) Members returning from professional leave will, where possible and in consideration of the best interests of the district, be returned to the same or similar assignment held prior to such leave. The member who is certificated/licensed in more than one area will, to the extent possible, be returned to a position in the same area of certification held prior to the leave.

41.2 Professional Days

(a) Members will be granted professional leave for attendance at conferences and participation in other professional activities in accordance with procedures developed by the Superintendent/designee with input from a joint committee of the Professional Development Advisory Council on an annual basis.

To the extent possible, substitutes will be provided for all members whose request for leave complies with said procedures and those whose participation in an activity is required by the Superintendent/designee.

A copy of these procedures, including timelines, daily limitations, access to substitute availability for a specific date, and any other pertinent information will be supplied to all members with their opening day materials.

(b) All building administrators will annually involve members in determining a plan for dividing professional days allocated to the building. The plan will be put in writing and distributed to members. The administrator's supervisor will review the plan annually.

41.3 Professional Leave

A member in the position of President of the Worthington Education Association, upon written request to the Board, shall be granted professional leave for up to the equivalent of 186 contract days over the period of one (1) school year. The purpose of this leave is to perform work related to the Worthington Education Association.

The request shall be submitted by May 1 of the school year preceding the year for which the leave is requested, unless the Superintendent/designee waives this requirement, and shall include the proposed configuration of the 186 contract days.

For the year in which the leave is taken, the member shall receive the same salary and benefits, under the same conditions, as they would otherwise receive, with the following provisions:

(a) Once a person is employed to replace the WEA President on leave, the Association assumes the obligation to reimburse the Board for the full amount of salary and benefits including the cost of single health insurance coverage accrued for a Class IV, Step 3 certified teacher. The Board and Association will annually review and discuss the level of reimbursement.

(b) Said payment shall be made to the treasurer of the Board in semi-annual installments on March 31 and August 31 of each school year.

(c) Notification shall be made to the Association of the amount due as soon as possible, but no later than August 1.

(d) Every effort shall be made to replace the member on leave with an employee who is qualified and experienced in the area and do so in a manner which will provide consistent quality education for students.

The year during which professional leave is taken shall count as a full year on the salary schedule and for purposes of length of service in the district, which shall count as employment/service for the purposes of Article 13.

Upon completion of the leave, the member will be returned to the same position of full-time status held prior to the leave, including the same building and certification/license area, unless the member seeks, and is selected for, another position in the district.

41.4 Sick Leave

A member shall be granted sick leave with pay in keeping with the following provisions:

(a) Sick leave may be used for any absence of the member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the member's immediate family. And for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on

"covered active duty" under the federal Family and Medical Leave Act, the latter limited to no more than two (2) sick leave days in any school year.

(b) Immediate family is defined as including husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or dependent living in the home of the employee. Sick leave may also be used, in addition to those listed above, for significant others with the pre-approval of the Superintendent/designee.

(c) Unused sick leave shall have an unlimited accumulation, unless the member elects Plan Two under 41.4(i).

(d) Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of sick leave used. Absence beyond one-half (1/2) day but less than a full day shall count as a full day of sick leave used.

(e) Upon returning from sick leave, the member shall complete a Readmission Form to justify use of sick leave. In keeping with Section 3319.141 of the Ohio Revised Code, if medical attention was required while on sick leave, the member's statement shall list the name(s) and address(es) of the attending physician(s) and the date(s) when consulted. Falsification of a Readmission Form when using sick leave may be used for grounds for termination of a member's contract under Ohio Revised Code 3319.16.

(f) If requested by the Board, the member may be required, at a reasonable time and place, to submit to an examination by a Board appointed physician at Board expense.

(g) Sick leave shall be accumulated as follows:

(1) Full-time members with eight (8) or more years of Ohio full-time teaching experience shall be credited with sick leave at the rate of one and one-fourth days (1-1/4) per month under contract to a maximum of fifteen (15) days per year.

(2) Full-time members with fewer than eight (8) years of Ohio full-time teaching experience shall be credited with sick leave at the rate of one and one-half (1-1/2) days per month under contract to a maximum of eighteen (18) days per year. A teacher with out-of-state teaching experience shall provide certification of the fact that they have not been paid for sick leave accrued in that state. Falsification of this statement shall be grounds for termination of employment.

(3) Each new member who has exhausted their accumulated sick leave shall be advanced five (5) days sick leave. After one year of employment, a member shall be advanced up to five (5) days of sick leave with medical documentation. If any of these five (5) days of sick leave are used, they

shall be deducted from the sick leave accumulated during the year of employment. Days advanced under this section may not be used as unrestricted days. Sick leave days will not be advanced in any amount that exceeds the number of days the member can earn by August 30. (Also see Article 42.3(d).) No member may be advanced more than a total of five (5) days of sick leave in any one school year.

(h) Up to five (5) days of sick leave per year are unrestricted and no reason need be given. Sick leave used on an unrestricted basis will be deducted from the member's existing sick leave balance. Unrestricted days are subject to the following limitations:

(1) Unrestricted sick leave days used on the day before or the day after a vacation or holiday period will be charged on a two for one basis from the member's unrestricted leave balance. If a member uses one (1) unrestricted day before and one (1) unrestricted day after a vacation or holiday period, they will use four (4) days of unrestricted leave under this paragraph (1) but will be considered to have only used two (2) days of consecutive leave under paragraph (2)(a) below. A new member requesting an unrestricted sick leave day during their first month of employment must also receive pre-approval by the Superintendent/designee.

(2) (a) <u>Consecutive Unrestricted Leave Days</u>

Members may take more than three (3) consecutive unrestricted leave days (including days without pay) only one time in any five (5) school year period. If a member takes more than three (3) consecutive unrestricted leave days (including days without pay), they will not be permitted to take more than three (3) consecutive unrestricted leave days (including days without pay) at any time in the next four (4) school years. They must wait until the fifth (5th) school year to be permitted to do so again. For example, if a member takes more than three (3) consecutive unrestricted leave days in the 2022-23 school year, they will not be permitted to take more than three (3) consecutive unrestricted leave days again until the 2027-28 school year.

(b) A member may not take more than two (2) consecutive unrestricted leave days adjacent to Thanksgiving, winter break, or spring break.

(3) (a) No more than five percent (5%) of the members may use unrestricted sick leave on a given day.

(b) No more than three and one-half percent (3.5%) of the members may use unrestricted sick leave on any Friday in April, May, or June.

(4) On days designated as District sponsored professional development days, not more than five percent (5%) of the members assigned to each school site or one member, whichever is greater, may use unrestricted sick leave days without pre-approval by the Superintendent/designee.

(5) At least three (3) days prior notification for the use of unrestricted sick leave shall be required, except in an emergency.

(6) Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of unrestricted leave used. Absence beyond one-half (1/2) day but less than a full day, shall count as a full day of unrestricted leave used.

(7) If, at any time in this contract, there is a significant increase in the number of members taking more than three (3) consecutive unrestricted leave days, the Superintendent has the option to convert 41.4(h) to the following in 8 below.

Section 8 Below Applies Only if Superintendent Exercises Option Under 41.4(h)(7)

(8) "Up to five (5) days of sick leave per year are unrestricted and no reason need be given. Sick leave used on an unrestricted basis will be deducted from the member's existing sick leave balance. Unrestricted days are subject to the following limitations.

(a) Unrestricted sick leave days shall not be used on the day before or the day after a vacation or holiday period except with the pre-approval of the Superintendent and the Association President**.** A new member requesting an unrestricted sick leave day during their first month of employment must also receive pre-approval by the Superintendent and the Association President.

(b) No more than three (3) consecutive leave days (including days without pay may be taken without the pre-approval of the Superintendent and the Association President**.**

(c) No more than five percent (5%) of the members may use unrestricted sick leave on a given day.

(d) On days designated as District sponsored professional development days, not more than five percent (5%) of the members assigned to each school site or one member, whichever is

greater, may use unrestricted sick leave days without pre-approval by the Superintendents and the Association President.

(e) At least three (3) days prior to notification for the use of unrestricted sick leave shall be required, except in an emergency.

(f) Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) days of unrestricted leave used. Absence beyond one-half (1/2) day but less than a full day, shall count as a full day of unrestricted leave used."

(i) Members may be compensated for sick leave under either of the two plans below:

(1) Plan One

A member may elect to maintain their current sick leave accumulation, which shall be unlimited as provided under section 41.4(c).

(2) Plan Two

A member may elect to be compensated for accrued and unused sick leave if they have accumulated 90 days or more of unused sick leave by September 1 of the current year as follows:

(i) Each eligible member shall submit a signed voucher (Appendix G) provided by the Treasurer requesting payment for all unused sick leave earned between July 1 and June 30 of that year.

(ii) Unused sick leave days accumulated between July 1 and June 30 of the previous year will be reported in the July 10 paycheck and will be paid on July 25. If a member disagrees with the reported amount, they should contact the Treasurer by July 15.

(iii) No later than July 25, the Treasurer shall remit to each member a sick leave check equal to unused sick days for that year times $25.

(iv) Failure to submit voucher by June 30 of each year will indicate a choice to accumulate the sick days.

(v) All days purchased by the Board shall be removed from the individual's total sick leave accumulation.

(j) *See,* Section 42.3(c) regarding Childcare Leave.

(k) This section shall supersede section 3319.141 of the Ohio Revised Code.

41.5 Jury Duty

The Board shall pay a member called for jury duty their regular rate of pay. The member may also retain all compensation and expenses received for serving as a juror. Each member serving as a juror shall communicate daily with their supervisor concerning the likely termination of the duty.

41.6 Assault Leave

(a) Any member who is required to be absent as a result of a physical assault which occurs in the course of Board employment while on duty on school grounds during school hours, when the member is required to be in attendance at a school sponsored functions, or where the assault results from Board employment or the performance of the member's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed thirty (30) calendar days.

(b) A member requesting assault leave shall submit to the Treasurer a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault if known and the facts surrounding the assault. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its probable duration.

(c) Full payment for assault leave, less workers' compensation and any other Board-provided financial remuneration, shall not exceed the member's per diem rate of pay and will not be approved for payment unless and until the form and, if applicable, the certificate as provided above are supplied to the Treasurer. A member's falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

41.7 Subpoena Leave

A member shall be granted Subpoena Leave with pay if the member has been served with a subpoena to appear in court as a witness and that the court appearance has been requested because of the member's employment in the District.

41.8 Religious Leave

A member will be granted no more than two (2) days each school year for religious reasons, with the following provisions:

(a) Each day requested is identified as a religious holiday.

(b) The member requesting the day(s) has applied in writing for religious leave by September 7 of each school year to the Director of Human Resources.

(c) No more than two percent (2%) of members have requested a religious leave for that day.

(d) The member shall make up such day(s) during the respective school year at a time that is mutually agreed upon with the member's supervisor.

(e) This article does not preclude a member from using an unrestricted leave day for a religious holiday.

41.9 Military Leave

Military leave shall be provided in keeping with, and members and the Board shall have all rights, obligations, and authority provided in, Ohio Revised Code section 5923.05 and other federal and state law applicable to such leave.

ARTICLE 42
UNPAID LEAVES

42.1 Disability Leave

A member who becomes disabled and who has exhausted their sick leave or who elects not to use their sick leave may request and shall be granted a disability leave without pay. The member's application for disability leave shall be accompanied by a physician's statement describing the nature of the disability, its expected duration, and the period of time during which the member should be relieved of their duties. This leave shall not exceed two (2) consecutive school years. A member who has completed five (5) years of service with the Worthington Schools shall receive full fringe benefits for up to one (1) school year if the individual is not eligible for STRS Disability Retirement and the member has exhausted all their sick leave. A member may be required to submit to an examination in accordance with 41.4(f).

42.2 Leave of Absence

A member, upon written notice to the Board of Education, may be granted a leave of absence without pay for up to one (1) school year in keeping with the following provisions:

(a) To be eligible, a member shall have completed five (5) years of employment with the Board.

(b) No more than five percent (5%) of the members shall be granted this leave of absence at one time. If more than five percent (5%) of the members apply for such leave, individuals who have not had such leave shall be given preference.

(c) An additional leave under these provisions may be available to members after completion of five (5) additional years of employment with the Board.

(d) Members shall apply for leave by March 1, unless the Superintendent/designee waives this requirement.

(e) If unpaid leave is taken, employment in a Pre-K-12 institution within sixty (60) miles of Worthington City School District shall result in the resignation of said member who is on leave under this provision.

42.3 Childcare Leave

(a) A member who becomes knowledgeable of the birth or anticipated birth of their child, or who has adopted a child is eligible and shall be granted an unpaid childcare leave.

(b) No later than thirty (30) calendar days before the effective date of the leave, the member must submit written notice of this effective date to the Superintendent/designee. A request for alteration or cancellation of the effective date may be made to the Superintendent/designee.

(c) For the purposes of this Article, a standard amount of paid sick leave, Article 41.4, shall not exceed thirty (30) contract days after the birth or adoption of a minor child: the first twenty-five (25) days shall be from the member's accrued sick leave or unpaid days and the last five (5) days (i.e., contract days 26 through 30) shall be paid by the Board. Additionally, the member who gives birth to a child shall be entitled to use an additional thirty (30) contract days of paid sick leave. Any member who exceeds these amounts under Article 41.4 shall provide the Board with the attending physician(s) statement of why the additional sick leave was needed.

(d) A member who does not take an unpaid childcare leave as described above may apply for and shall be granted sick leave as described in 41.4(g)(3). A member going on a childcare leave shall not be eligible for the advanced sick leave days as described in 41.4(g)(3).

(e) Childcare Leave

(i) An initial childcare leave shall not exceed the balance of the school year in which the leave began.

(ii) If the initial childcare leave occurs in the second semester, the member may request in writing an extension of the childcare leave for the following contractual year. Such request must be submitted in writing to the Superintendent/designee, who shall approve a timely request for an extension of leave. Any request for an extension must be submitted to the Superintendent or their designee by March 1, as referred to in 42.2(d).

(iii) An unpaid childcare leave requested before the school year starts will be for the entire year. Returning at semesters or other natural break is not an option.

(iv) If a member requests an unpaid childcare leave after the start of the school year it will be for the remainder of the school year.

(v) If a member requests an unpaid childcare leave after the start of the school year at the direction of the member's doctor (with documentation) the member may return before the end of the school year. This would be a situation where the health of the mother or child requires additional leave.

(f) A member while on unpaid childcare leave may elect to continue all group insurance benefits provided the member does not become newly employed any time during the leave and provided they pay the appropriate monthly premiums for such benefits to the Board's Treasurer.

42.4 General Provisions for Unpaid Leaves

(a) Except as provided in 42.1 above and 42.5 below, during unpaid leave, a member may elect to continue all group insurance benefits provided the member does not become newly employed elsewhere anytime during the leave and provided they pay the appropriate monthly premiums for such benefits to the Board's Treasurer.

(b) The member returning from an unpaid leave of absence will resume the contract status held prior to the leave and to the extent possible, be assigned to the same or similar position held prior to such leave. The member who is certificated/licensed in more than one area will, to the extent possible, be returned to a position in the same area of certification/licensure held prior to the leave.

(c) All unpaid leaves under this Article, other than disability leaves, shall expire at the end of a semester or a school year. No member may return from a leave prior to its expiration unless the early return is approved by the Superintendent/designee.

(d) Members on an unpaid leave of absence must give the Superintendent written notice of resignation or intention to return to his or her position at the beginning of the next school year. Failure of a teacher to submit written notice to the Superintendent by March 1, shall be deemed to be a resignation by the teacher, which resignation may then be accepted by the Board of Education, effective at the end of the school year in which the deadline for notice occurs.

The Superintendent may waive the above specified deadlines for a member if the Superintendent has received by February 15 of such year a written request stating the reasons to extend the above notification deadline.

42.5 Unpaid Leave of Absence for Job Sharing

A member, upon written notice to the Board of Education, may be granted a part-time leave of absence without pay for up to one year for the purpose of job sharing. The following provisions will apply:

(a) If two full-time members desire a part-time unpaid leave for job sharing, they shall jointly apply for leave by March 1, unless the Superintendent/designee waives this requirement.

(b) Part-time leaves for job sharing shall be granted for one year at a time.

(c) The superintendent, with recommendation from the building principal, shall have the final authority to grant part-time unpaid leaves for job sharing. Granting of such leaves will be made in the best interest of the school district.

42.6 Family and Medical Leave Act

The Board and the Association, on its own behalf and on behalf of the members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.[9]

ARTICLE 43
VOLUNTARY CATASTROPHIC SICK LEAVE BANK PROGRAM

Any member may contribute to the sick leave bank from September 1st through October 1st of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Board's Treasurer. This contribution period will only be opened when the number of days left in the sick leave bank fall below three hundred (300) as of June 1st of the preceding school year. At any time when the sick leave bank falls below two hundred (200) days, the Treasurer shall open the contribution period for thirty (30) calendar days at which time members may donate one (1) day.

The Sick Leave Bank Council (SLBC) shall review and determine the number of days, if any, that will be granted to the member applicant. The SLBC shall consist of five (5) WEA members: the WEA President and four (4) President appointees. The decision of the SLBC is final and binding and is not grievable under Article 13 of this contract.

The procedures of the sick leave bank will be as follows:

(1) All members may apply for the use of additional sick leave days.

(2) Members may apply for additional sick leave days from the sick leave bank after the following conditions have been met:

[9] The FMLA permits qualified employees to receive up to twelve weeks of unpaid leave per year for personal or family medical reasons. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

(a) Their own accumulated sick leave days have been exhausted and their advanced sick leave days (refer to Article 41.4(g)(3)) have been used. Sick leave days advanced to a member will be repaid as sick leave days are earned by the member after receiving the advance. In the event that the member leaves the employment of the school district without having repaid all sick leave days advanced, the value of any days remaining unpaid will be deducted from the member's final paycheck.

(b) The member has been on unpaid leave for five (5) consecutive workdays. Exceptions to the five (5) consecutive days of unpaid leave may be agreed upon by the SLBC.

(c) The member shall submit in writing, to the SLBC the reason(s) for the request of additional sick leave bank days along with any attending physician's statement pertinent to the member's request.

(i) The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.

(ii) The SLBC shall formulate any policies and regulations they deem necessary for the operation of this program.

(3) Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.

(4) The maximum number of days that can be granted any member is thirty (30) working days per application. Upon request of the member the SLBC may grant additional sick days if the request is justified.

(5) The sick leave bank shall be used for the catastrophic, prolonged, or chronic personal illness or injury of the member or for the catastrophic, prolonged, or chronic illness or injury of the member's spouse or child living in the home. An application to the sick leave bank shall be accompanied by a physician's statement describing the nature of the illness/injury, its expected duration and the period of time the staff member needs to be off work.

(6) No recipient shall be required to replace these days.

(7) Any sick leave days given to this program will be forever forfeited by the member.

(8) The Association , on behalf of the member, may also apply for use of the sick leave bank.

(9) The sick leave bank is not intended to be used prior to and its use shall not be construed as a condition for disability leave under the State Teachers Retirement System.

ARTICLE 44
SALARY SCHEDULE AND PAYROLL

44.1 The base salary (Class I, Step 0) for the 2026-27 school year shall be $55,070, the base salary for the 2027-28 school year shall be $56,722 and the base salary for the 2028-29 school year shall be $58,424. Each position on the salary schedule is determined by multiplying the base salary by the corresponding multiplier in the Certified Salary Schedule Index contained in Appendix B. For full salary schedule for each school year refer to Appendix C.

A. Ineffective Rating.

1. If a member's final evaluation rating is determined to be "Ineffective," the member will not receive a step movement on the salary schedule for the following school year as a result of that evaluator's rating. A member so rated may appeal such determination by filing an appeal to the Superintendent within ten (10) calendar days of her/his receipt of their final rating for that particular school year. Thereafter, the Superintendent will promptly convene a review committee comprised of two (2) designees appointed by him/her and two (2) representatives appointed by the Association President. One (1) additional representative will be mutually agreed upon and selected by both the Superintendent and Association President for a total of five (5) committee members.

2. The review committee will meet and promptly review all relevant facts and documents and hear both the member, evaluator and any other necessary witness. The review committee will determine whether the evaluator's rating was arbitrary, capricious or unreasonable. If the review committee determines by majority vote that the evaluator's rating was arbitrary, capricious or unreasonable, the member shall receive their experience credit for the school year in question for steps and movement on the salary schedule for the following year, but the evaluator's rating itself shall not be changed.

3. If the member is not satisfied with the decision of the review committee, the member, with concurrence of the Association, may appeal an adverse decision of the review committee by demanding final and binding arbitration of the dispute pursuant to Step IV of Section 12.3 of this Agreement within ten (10) calendar days of the committee's decision. The arbitrator's jurisdiction will be limited to determining whether the evaluator's rating in question was arbitrary, capricious or unreasonable. If they determine the evaluator's rating was either arbitrary, capricious or unreasonable the award shall give the member experience credit for a step movement on the salary schedule for the following school year, but the evaluator's rating itself shall not be changed by the arbitrator.

44.2 Employee Payroll

(a) Each member shall be paid in twenty-four (24) equal installments on the tenth (10) and twenty-fifth (25**)** of each month, August 25 through August 10.

(b) General Provisions

(1) When a pay date falls on Saturday, Sunday, or legal holiday, the payroll deposit will be issued the last business day preceding the regular payroll date.

(2) Direct deposit of payroll payments is required for all members.

(3) There shall be open enrollment throughout the year for tax sheltered annuities through payroll deductions. A member who wishes to enroll or change their plan may do so by submitting a written authorization to the Board's Treasurer in accordance with the Internal Revenue Service (IRS) regulations. Enrollment and/or changes submitted to the Treasurer on or before the last day of the month will be effective and deducted on the first payroll date of the following month.

(4) A member who severs employment with the Board (meaning "separation of service" for purposes of Internal Revenue Code Section 409A) prior to the end of the school year will be paid all accrued pay within thirty (30) days of Board approval of the member's severance.

ARTICLE 45
SALARY SCHEDULE REGULATIONS

45.1 All members of the Association's bargaining unit will be placed on the adopted salary schedules and paid accordingly to their training and experience.

45.2 An intern psychologist will be paid according to the state minimum salary schedule.

45.3 The following is a description of the classes included on the salary schedule. For attainment of salary Class I through and including Class IV, all degrees and credits must be from an accredited college or university. Thereafter, all degrees and credits to be used for advancement beyond Class IV must be in specific areas and from specific schools/institutions identified on a published list issued by the Superintendent/designee in conjunction with the Association.

All approved multi-year programs that are ongoing, having been initiated by members prior to June 30, 2020, will be applied to all degrees and credits to be used in class change advancement. Additionally, any "traditional" classes in which a member enrolls prior to June 30, 2020, that are offered for/to be completed in the Summer term 2020 will be applied to all degrees and credits to be used in class change advancement. ["Traditional" classes do *not* include online, self-paced courses.]

Class I - B.A.

Members with a Bachelor's Degree from an accredited college or university.

Class II - B.A. + 15

Members with a Bachelor's Degree from an accredited college or university and 15 additional semester hours of credit from an accredited college or university. Applicable Professional Advancement Credit (PAC) may be used.

Class III - B.A. + 30*

Members with a Bachelor's Degree from an accredited college or university and an additional 30 semester hours of credit from an accredited college or university. Applicable PAC may be used. When a person has pursued a recognized formal program leading to two degrees, 45 credit hours or applicable PAC earned beyond the requirements of the first degree fulfills the requirement.

(a) The courses for these hours may be selected by the individual with the pre-approval of the Superintendent/designee. The description of the course or courses must be submitted in writing.

(b) These hours shall be applicable only if the scope and content of the coursework contributes directly to the development of teacher growth and improvement of teaching.

(c) Any member planning a class change from II to III must have a pre-approved plan for class change on file in the personnel office.

* Members who are in the BA+30 column as of June 30, 2020, will remain in that column unless or until they change classes. Members who are in the BA+15 column as of June 30, 2020, will have until December 31, 2020, to attain the level of BA+30 and, if so attained, they will move to and remain at BA+30 unless or until they change classes. Aside from the foregoing, there will be no new placements into Class III (BA+30) on or after July 1, 2020.

Class IV - M.A.

Members with a Master's Degree from an accredited college or university.

Class V - M.A. + 15
Class VI – M.A. +30
Class VII – M.A. +45

Members with a Master's Degree from an accredited college or university and 15, 30, or 45 additional semester hours of approved graduate credit. Applicable PAC may be used. Graduate credit earned before placement in Class IV may be applied to Class V if such credits have not been applied to a Master's Degree or BA plus 15; if the credits were earned from Ohio Public Universities and/or private institutions in Ohio with a campus or a branch in central Ohio; and if, in the judgment of the Superintendent/designee, the credits are consistent with the goals and

objectives of the district. The member shall obtain a statement from the approved accredited college or university indicating that the hours were not used to obtain a Master's Degree. The above list of accredited colleges or universities may be modified when, in the judgment of the Superintendent/designee, such modification is consistent with the goals and objectives of the District.

(a) The courses for these hours may be selected from the pre-approved list and/or specialty area courses (e.g., global language, school counselors, psychologists, etc.) from the list created in conjunction with the Association.

45.4 Increments for education credit earned and filed with the Human Resources Department by September 15 shall be effective at the beginning of the school year. Grade sheets will be accepted as satisfactory evidence of credit earned until transcripts are available from the accredited college or university. Increments will be presented at the first Board meeting in October and shall be effective in the October 25th payroll.

45.5 The Board may grant from zero (0) to twenty (20) years of authorized outside experience as set forth below to be transferred into the system plus or minus fifteen (15) years of experience. This Section replaces and supersedes all provisions of the Ohio Revised Code, including but not limited to those provisions in Chapter 3317, with respect to experience credit for salary purposes.

(a) Public elementary and secondary teaching in other chartered school districts in any state. However, the Board in its sole discretion may determine whether to grant all, some or no years of experience as a substitute teacher, whether such experience was for Worthington or outside the District.

(b) Active military experience not to exceed five (5) years; military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.

(c) Teaching experience in an overseas dependent school operated by one of the U.S. Armed Forces or the U.S. State Department and an elementary or secondary school operated by a State agency, approved by the State Board of Education, may be counted as authorized experience.

(d) Credit may be given for teaching experience in a chartered non-public school in Ohio under a valid teaching certificate/license, in accordance with Revised Code 3319.22 and 3319.14.

(e) Relevant outside experience, which is deemed by the Superintendent, similar to educational experience may be granted to positions which do not require teaching certification. These positions shall be occupational therapists and physical therapists.

(f) Relevant outside experience, which is deemed by the Superintendent, similar to educational experience may be granted to the position of Teacher Leader for Instructional Technology.

(g) Relevant outside nursing experience, which is deemed by the Superintendent, similar to educational experience may be granted to school nurses with prior experience as registered nurses.

(h) The Board may offer a one-time monetary incentive payment to the extent necessary to attract qualified candidates to hard-to-fill positions. Candidates who are awarded a one-time monetary incentive must perform one (1) full year of successful service with the District and sign a contract to continue in the service of the District before being awarded the referenced incentive pay. If the employee separates from service for any reason prior to providing two (2) full years of service, the incentive must be repaid and may be deducted from any wages due.

45.6 Authorized year of experience:

(a) One (1) year must consist of at least the equivalency of one hundred twenty (120) full days within either consecutive or non-consecutive two (2) year period ending June 30 as a regular part-time, regular full-time, or substitute public elementary or secondary teacher.

(b) At the beginning of each school year a member who has a .6 contract will be given the opportunity to contribute additional time to their school equal to forty-two (42) hours. This time, in addition to their .6 contract, would enable the member to gain a full year of experience for the purpose of advancement on the salary schedule.

Upon approval of their immediate supervisor, the member shall submit a written plan for the use of this additional time to the Superintendent/designee by September 1.

(c) The provision for accrediting the equivalency of one hundred twenty (120) full-time days during the consecutive or non-consecutive two (2) year period applies only to employees who are members of the Association's bargaining unit during both years.

45.7 At the time of employment, credit shall be given for all hours and degrees earned after receiving an initial bachelor's degree, without reference to the date of certification/license.

45.8 All current members of the bargaining unit and any bargaining unit member who earns a doctorate degree from an accredited college or university while being an employee of the Worthington School District shall receive a one (1) time honorarium of five hundred dollars ($500).

45.9 Hours earned can only be used once for advancement. Excess PAC and university/college credit, not already applied for advancement on the salary schedule, can be carried over from one salary class to another.

45.10 Members are responsible for verifying the accuracy of their payroll and will be requested to return a copy of their annual salary notice to the Treasurer's office as verification of the accuracy of the salary. Failure to sign and return the verification statement will be deemed agreement with the salary stated. Any dispute regarding the amount of payment or salary schedule credit shall be raised not later than June 30 of the school year in which the teacher becomes aware of the dispute and must be raised through the grievance procedure. Back pay claims are limited to the fiscal year in which the claim is raised.

ARTICLE 46
SALARY NOTICES, CONTRACTS, RETIRE/REHIRE

46.1 Salary Notice

No later than May 30, each member who is employed for the coming school year shall receive with respect to each contract held, either a salary notice, if the contract is continuing, or a limited contract in accordance with Section 3319.12 of the Ohio Revised Code. The salary notice or limited contract shall include at least the following information:

1. Member's name

2. Annual salary

3. Basis for determining salary (the salary notice shall reference "step" for vertical placement on the salary schedule)

A member will receive a continuing contract only after the State Department of Education's requirements are met and the member applies in writing to Human Resources for a continuing contract not later than September 10th. The member will complete all necessary documentation and submit it to Human Resources not later than April 1st. The Board and the Association shall notify members through district and Association publications the requirement of written application for continuing contract.

46.2 Retire/Rehire

A staff member who is considering a resignation for the purpose of STRS retirement to be followed by re-employment with the District ("Retire/Rehire") may submit a request for Retire/Rehire re-employment to the Superintendent. Requests for Retire/Rehire to take effect at the beginning of the first semester of the next school year shall be submitted not later than June 1. Requests for Retire/Rehire to take effect at the beginning of the second semester shall be submitted not later than November 15. A staff member may make such a request once to the Superintendent. The Superintendent reserves the right to grant preliminary approval or deny the request for Retire/Rehire re-employment. The staff member and the Association do not have a right to challenge the Superintendent's decision to grant or deny the request for Retire/Rehire re-employment and no grievance or professional concern may be initiated with respect to such decision. The Superintendent shall respond to the member's request within ten (10) calendar days.

The Board will conduct such hearings as required by law and will act upon the Retire/Rehire request following hearing. Re-hire of the retiring member will take effect upon final Board approval. If the request for Retire/Rehire re-employment is denied, the staff member may choose to continue employment and will maintain all rights and benefits as all other bargaining unit members. If the request for re-employment is denied, the member may also choose to retire and receive any incentive for which the member is eligible.

If the request for Retire/Rehire re-employment is approved, the member will agree to be actively employed for the duration of the school year. There shall be no break in active employment other than a natural break such as that which may occur during the summer months.[10]

All re-employed Retire/Rehire staff members shall be bargaining unit members with the following modifications to their rights and benefits under the Master Agreement:

1. The re-employed staff member is not guaranteed any specific assignment.

2. Any severance benefit associated with accumulated sick leave shall be calculated at the time of initial retirement and paid in accordance with the Master Agreement at the point when the re-employed member either: a) resigns, or b) is no longer under contract and will not be offered a contract to return for the following school year.

3. For severance and health insurance purposes, there shall be no break in service for all re-employed staff members. Severance pay associated with years of service shall be calculated and paid in accordance with the Master Agreement at the time the re-employed member resigns or is no longer under contract to return for the following school year.[11]

4. The re-employed staff member shall not be eligible to receive any retirement incentive pay.

5. The re-employed staff member shall start in a salary range from step four (4) to ten (10) years of experience on the salary schedule, as determined by the Board in its sole discretion, of the column that corresponds with the member's level of education and receive annual step increases. Such a member shall earn an additional year of service based on their reemployment service under the normal rules but not beyond ten (10) years of experience in total.

[10] The State Teachers Retirement System of Ohio requires a 60-day break in public employment after retirement. Members who exercise this retire-rehire option may forego one or two months of pension benefits, depending upon the effective dates of retirement and re-employment.

[11] See Appendix D for details on how severance pay shall be calculated for members who retire and are re-employed under this agreement.

6. The re-employed staff member agrees to waive in writing any Age Discrimination claims.

7. The re-employed staff member shall receive a limited contract that will automatically expire at the end of the school year in which re-employment becomes effective without Board action of non-renewal. At the end of any expired contract the Board may, but shall not be required, to offer the staff member another limited contract.

8. The re-employed staff member shall retain all accumulated sick leave earned during pre-STRS retirement that is not included in the member's severance calculation. All remaining accumulated sick leave shall expire after severance is paid as provided in this Agreement.

9. For purposes of seniority as used in Articles 37 and 13, the date of hire for all Retire/Rehire staff members shall be the date of re-employment, which date shall be used to mark the commencement of seniority.

10. Paragraph 9 above shall apply to any retiree under a public employee retirement system who is employed as a member of the bargaining unit if s/he had been employed previously as a members of the bargaining unit.

ARTICLE 47
SUPPLEMENTAL SALARY SCHEDULE AND EMPLOYEE APPEAL

47.1 Effective July 1, 2026, supplemental salaries for members shall be computed and paid on the following basis:

		2026-2027			2027-2028			2028-2029	
Years Experience	Index	Base*	Range**		Base*	Range**		Base*	Range**
0	1	$ 759.97	$ 759.97		$ 782.76	$ 782.76		$ 806.25	$ 806.25
1	1.05	$ 759.97	$ 797.97		$ 782.76	$ 821.90		$ 806.25	$ 846.56
2	1.1	$ 759.97	$ 835.97		$ 782.76	$ 861.04		$ 806.25	$ 886.88
3	1.15	$ 759.97	$ 873.97		$ 782.76	$ 900.17		$ 806.25	$ 927.19
4	1.2	$ 759.97	$ 911.96		$ 782.76	$ 939.31		$ 806.25	$ 967.50
5	1.25	$ 759.97	$ 949.96		$ 782.76	$ 978.45		$ 806.25	$ 1,007.81
6	1.3	$ 759.97	$ 987.96		$ 782.76	$ 1,017.59		$ 806.25	$ 1,048.13
7	1.35	$ 759.97	$ 1,025.96		$ 782.76	$ 1,056.73		$ 806.25	$ 1,088.44
8	1.4	$ 759.97	$ 1,063.96		$ 782.76	$ 1,095.86		$ 806.25	$ 1,128.75
9	1.45	$ 759.97	$ 1,101.96		$ 782.76	$ 1,135.00		$ 806.25	$ 1,169.06
10	1.5	$ 759.97	$ 1,139.96		$ 782.76	$ 1,174.14		$ 806.25	$ 1,209.38
11	1.55	$ 759.97	$ 1,177.95		$ 782.76	$ 1,213.28		$ 806.25	$ 1,249.69
12	1.6	$ 759.97	$ 1,215.95		$ 782.76	$ 1,252.42		$ 806.25	$ 1,290.00
13	1.65	$ 759.97	$ 1,253.95		$ 782.76	$ 1,291.55		$ 806.25	$ 1,330.31

*Computed by multiplying the base salary (Class I, Step 0) on the certificated salary schedule by .0138.
**Computed by multiplying the range by the base.

47.2 Total compensation for supplemental duties shall be determined by multiplying the appropriate range value by the number of units established by the Superintendent/designee for each supplemental assignment.

47.3 Placement of a member on the supplemental schedule shall be according to their job-related experience from outside and from inside the district up to a total of seven (7) years.

47.4 A member who has been disciplined with respect to the performance of a co-curricular contract has the right to appeal the disciplinary action by first bringing the appeal to the attention of the building principal on an informal basis. If resolution is not reached at the building level, then the member has the right to appeal the disciplinary action in writing to the Superintendent/designee. The Superintendent/designee must meet with the member and/or representative within ten (10) days. A written response will be provided the member within ten (10) days of the meeting.

There shall be no appeal after the Superintendent's level and concerns presented under this provision are not subject to the grievance procedure.

47.5 Supplemental Program Advisory Committee

There shall be created a Supplemental Program Advisory Committee (SPAC) which is charged with the responsibility to review and make recommendations to the Superintendent regarding the supplemental programs available to pupils in the District, as provided herein.

(a) Membership in SPAC

The SPAC shall consist of ten (10) members, five of whom shall be appointed by the Superintendent and five of whom shall be appointed by the Association President. Superintendent appointees shall be District Administrators or Board Members. Association President appointees shall be Association members. Not less than two appointees (one appointee of the Superintendent and one of the Association President) shall be the holder of or responsible for the administration of a non-athletic supplemental contract. Committee members shall serve for terms of one year each and may be reappointed to subsequent terms. Vacancies will be filled in the manner of original appointment.

(b) Duties of SPAC

The SPAC shall conduct such meetings as necessary to review the supplemental programs of the District. The SPAC may review all aspects of extracurricular and co-curricular programming and shall make recommendations. The SPAC shall review and make recommendations with respect to the following:

(1) allocation of compensation units, maintaining the current ratio of athletic to non-athletic units,

(2) removal or addition of programs,

(3) evaluation of program merit,

(4) measures to increase economy and efficiency of programs,

(5) measures to increase program revenues.

(c) Additional Compensation Units

The current number of units shall be maintained.

(d) Report

The SPAC shall issue a written report and recommendations to the Superintendent annually by such time as determined by the Superintendent.

(e) Compensation

Association members of the SPAC shall each be awarded in the amount of $300 per year.

ARTICLE 48
SUMMER SCHOOL

48.1 (a) Summer School Job Openings

Summer school teaching positions shall be posted in accordance with Article 35, Job Openings and Announcements. When two (2) or more qualified members apply for a position, the member with the most continuous summer school teaching experience in the area of certification/licensure shall be awarded the position unless there is a teaching performance reason for not doing so, provided that any determination of the administration concerning the existence of any such reason shall be final and conclusive. A given summer school teaching position shall not be filled with a non-staff member when there is a qualified member who is an applicant for that position unless there is a teaching performance reason as to that member for doing so, provided that any determination of the administration concerning the existence of any such reason shall be final and conclusive.

(b) A bargaining unit member may submit a proposal for a summer school program that is not traditionally offered by the district. If the Superintendent/designee accepts the proposal, then the member(s) making the proposal shall be awarded the summer school position notwithstanding the provisions of subsection (a) above.

As long as the District chooses to continue the program as part of summer school or unless the District determines there is a teaching performance reason for not doing so, the member(s) who made the proposal shall thereafter have preference for the position(s) in question. If a member who proposed the summer school program declines the position in question and the District continues to offer the proposed program, then the provisions of subsection (a) above shall apply.

48.2 Summer School/Summer IEP Writing/Home Instruction Hourly Rate

Summer school and summer/intervention services, such as level literacy initiative, shall be paid at $42 per hour.

Any member asked to complete IEP writing or attend IEP meetings during the summer shall be paid at $42 per hour.

Any member who agrees to implement home instruction that occurs outside of the contract day shall be paid at $42 per hour.

48.3 Summer School Leave Prohibition

Members employed for summer school are not entitled to accrual or use of paid sick leave, personal leave or assault leave. This section supersedes and replaces ORC 3319.141.

ARTICLE 49
EXTENDED CONTRACT PAY

A member employed under a supplemental contract for extended service shall be compensated at the per diem rate of their regular teaching salary. The number of extended days granted by the Board shall be considered a maximum number of extended days permitted and not a requirement that the member work all of the extended days that are granted.

The number of extended days to be granted for psychologists and high school counselors will be authorized no later than the last Board meeting in May. In the event that the Board has not acted on the issue of extended service days, the following number of days will automatically be granted to these listed positions:

Instructional Coaches	3
Psychologists	10
HS Guidance Counselor	10
MS Guidance Counselor	3
HS Deans	4
MS Deans	3
School Nurses at HS	5
Other School Nurses	4
Math Teacher Leader	10
Science Teacher Leader	10
ELL Teacher Leader	10

ARTICLE 50
SEVERANCE PAY/SEPARATION INCENTIVE

50.1 Severance Pay

(a) A member who ends their employment with the Board for one of the following conditions shall be eligible for severance pay so determined herein.

(1) The member who retires and is eligible for retirement under a state or municipal retirement system.

(2) The member who is eligible for and takes disability retirement or disability allowance under a state or municipal retirement system.

(3) The member who dies. In this case, the severance pay would be paid to their beneficiary or estate.

(4) The member who has completed fifteen (15) or more years of service with the Worthington City Schools.

(b) Severance pay shall be calculated based on the member's per diem rate of pay at the time of severance multiplied by one-fourth of the member's accrued and unused sick leave days to a maximum of fifty (50) days.[12]

(c) The member who has completed more than ten (10) consecutive years of employment with the Worthington City Schools, and who qualifies for severance pay under paragraph 50.1(a) above, shall receive one and one-half (1-1/2) days of severance pay for each additional year of service over ten (10) not to exceed twenty-five and one-half (25 1/2) days of severance pay. For purposes of this section, "years of service" means years of continuous service since the most recent date of hire. Continuous service is not interrupted if the member is in the employ of the School District on both the last day of a school year and the first day of the following year.

50.2 General Provisions

(a) All sick leave accrued by the member shall be eliminated with the receipt of their severance pay.

(b) Severance pay shall be made only once to any member.

(c) The member must request their severance pay on the prescribed form and within 60 days of their last day of employment unless they wish to have severance deposited in a tax-deferred account in which case the member must request their severance prior to their last day of employment. The member shall be paid within 45 days of the date of their last date of employment or within 45 days of the date of request should they make the request after the last day of employment.[13]

ARTICLE 51
MILEAGE REIMBURSEMENT

Mileage shall be paid for each member for educational activities authorized and approved by the Superintendent/designee. Mileage will be reimbursed at the established IRS rate.

[12] See Appendix D for details on how severance pay shall be calculated for members who retire and are re-employed under this agreement.

[13] The Internal Revenue Service may consider severance pay as taxable income in the year in which the staff member is eligible to receive payment, regardless of whether or not the payment is actually received in that year.

ARTICLE 52
EXTENDED EDUCATION CLASSES FOR CREDIT

Courses offered to students for high school credit will, for the most part, be offered during the school day. If credit courses are offered in the evening, teachers will be paid at the summer school rate.

ARTICLE 53
COVERAGE OF CLASSES IN ABSENCE OF SUBSTITUTE TEACHERS

If and as time permits, a reasonable effort shall be made to obtain a teacher from the District's substitute list for an absent member before directing another member to cover the absent member's class. If it is reasonably determined that time does not permit or such effort is unsuccessful and an administrator directs a member to cover another member's class, the member so directed shall be paid for such coverage, provided that the administration may implement reasonable documentation requirements to be fulfilled as a condition of receiving such pay. Payment shall be at $42 per hour or fraction thereof. Intervention Specialists who need to miss planning time due to the absence of a Special Education Assistant shall also be paid at the $42/hour rate. In directing members to cover other members' classes hereunder, reasonable efforts shall be made not to select members for such assignments in a manner that is disproportionate when compared to other members who are similarly situated.

ARTICLE 54
TEACHER PROFESSIONAL ORGANIZATION (TPO)
SUPPLEMENTAL CONTRACTS

Upon written request by the Association President accompanied by a check in the correct amount, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Worthington Education Association and/or affiliate of the Association, upon written notification to the District. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed and the amount to be paid for the work. The Association shall pay the Board for the amount of the supplemental and all other expenses that would normally be paid by the Board on behalf of the employee including but not limited to STRS pickup.

To comply with STRS rules the employer and the employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for 250 days.

The supplemental contract shall be paid as indicated within the supplemental contracts, within 30 days of deposit of funds by the District Treasurer.

ARTICLE 55
PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

Payroll deductions for the payment of Association dues (WEA, Central OEA/NEA, OEA, and NEA) and UTP affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

55.1 A member who wishes to authorize payroll deduction shall submit a written authorization for payroll deductions on a form provided by WEA to the Board's Treasurer on or before October 15, of any year the member begins payroll deductions under this agreement. Unless revoked or changed in accordance with procedures contained herein, an authorization will continue from year to year.

55.2 By October 15 of each year, the Association will notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Treasurer.

55.3 Within fourteen (14) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the WEA Treasurer in check form made payable to "The Worthington Education Association."

55.4 Authorized payroll deductions will be made in twenty (20) equal installments beginning with the October 25 pay and continuing each month through the following August 10.

55.5 If a member ends their employment for reasons other than death of the member or takes a leave of absence before all twenty (20) installments have been deducted, the unpaid balance will be deducted from the final payroll check if the amount of the check is sufficient to cover the unpaid balance and remitted to the WEA Treasurer as provided below.

55.6 A member who wishes to add or delete membership dues deduction for any UTP affiliate organization(s) and where a deletion does not amount to revocation of the entire amount being deducted from dues at the time of the deletion, shall do so only during August of any given year. The Association shall inform members of these options and to process any changes on revised authorization cards. The Association shall submit all revised authorization cards to the Board's Treasurer by October 15 of each year.

55.7 A member who wishes to revoke their payroll deduction authorization may do so normally during August of any given year. It shall be the responsibility of the member to notify WEA.

55.8 The Board will continue to honor present dues deduction authorizations executed by the employee in favor of the Association unless timely revoked by the member as stated herein.

55.9 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

ARTICLE 56
BOARD PICK-UP OF EMPLOYEES CONTRIBUTIONS TO STRS

For purposes of this section, total annual salary per pay period for each member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as to a pick-up of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to the applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the pick-up. The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE 57
INSURANCE PROGRAMS

57.1 The Board will provide a High Deductible Health Savings Account (HSA) insurance plan for the members of the bargaining unit (Appendix E). The deductible amount will be $2,200 per year for single coverage and $4,400 per year for family coverage or the minimum required by IRS regulations for HSA plans, whichever is greater.

Coinsurance of 15% will be applicable after the deductible is met up to a maximum out of pocket limit of $2,750 single and $5,500 family for in network coverage and $5,000 single/$11,000 family for out of network coverage.

(a) Premium Cost

The member shall pay fourteen percent (14%) of the monthly premium for single coverage and fifteen percent (15%) of the monthly premium for family coverage.

Provided, however:

If the premium increase for any year of this Agreement (2026-27, 2027-28, 2028-29) is over eight percent (8%) from the prior year, the employee shall pay seventy

percent (70%) of the amount over the 8% cap and the Board shall pay thirty percent (30%) of the amount over the 8% cap.

In any year in which the premium increase exceeds the percentage caps set forth above, the Health Insurance Committee shall consider and may recommend changes in the health insurance plan or the Board's HSA contribution. Any change in plan design would require a joint recommendation of the representatives of both employee Associations (WEA and WESP).

1. The Health Insurance Committee shall make recommendations about how to manage or reduce insurance costs if the cost of the insurance premium exceeds the limits listed in subsection 1 above. The Health Insurance Committee may recommend changes in the health insurance plan or a reduction in the Board's contribution to the HSA in order to deal with the cost of the premium that exceeds those limits. In the absence of the Committee doing so, all the cost exceeding the above stated limits shall be borne as allocated in subsection 1 above. No plan design change may be recommended without the joint recommendation of both unions.

(a) <u>HSA Contributions</u>

The Board will contribute to each participating member's HSA account, the following amounts:

For an employee who is in their first year of employment with the Board, $1000 for single/$2000 for family [this provision is effective for the duration of this 2026-2029 Agreement only].

For each year of this Agreement: $400 for single/$800 for family – one-half (0.5) of the amount is guaranteed and one-half (0.5) of the amount may be earned through wellness incentives;

Members may make additional contributions consistent with IRS regulations, by payroll deduction. Board guaranteed contributions to HSA accounts will be made in January of each year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Employees hired after January 1 shall receive a pro-rated Board contribution based on the number of months enrolled in the medical plan during the initial year.

57.2 Payroll deductions for all insurance plans shall be a pre-tax benefit through an IRS Section 125 plan that meets current IRS guidelines for those members who choose to enroll in said Section 125 plan. A Flexible Spending Account (FSA) shall be available to any member who chooses a medical insurance plan. Any member choosing any medical plan is eligible to contribute pre-tax dollars to a FSA through payroll deduction. Administrative costs for the Section 125 pre-tax payroll deduction and the FSA shall be paid by the Board. FSA funds may not be used for expenses covered by the HSA plan.

57.3 There shall be one (1) period for the selection of the health insurance plans for the succeeding year. This selection period shall be from mid-October for one (1) month. Members shall have the ability to move between any of the plans without proof of insurability or pre-existing condition limitations during the election period. Health insurance coverage will be offered to members effective the first day of the first month following the month of hire and will end on the last day of the month of separation from employment.

57.4 The Board will pay ninety-two and one-half percent (92.5%) of the monthly premium amount for full-time members who elect to enroll in dental insurance coverage.

57.5 For each regular part-time member, the Board shall pay the percentage equal to the amount of time the member is contracted to work (i.e., for a 3/10 employee the Board would pay thirty percent (30%) of the dollar amount to be paid by the Board as calculated in 57.1(a) and 57.4 above for those regular part-time members who elect these coverages.

57.6 The Board shall provide a term life insurance policy to each full-time and regular part-time member and pay the premium. The amount of such coverage shall be seventy thousand dollars ($70,000), but in accordance with the life insurance pay down provisions in the policy. Subject to the provisions of the Board's group health insurance policy and existing vendor, eligible members may purchase additional term life insurance at rates applicable to the purchasing member. Payment will be made by payroll deduction'.

57.7 Insurance Opt-Out Program

The Board may offer, or decline to offer the Health Insurance Opt-Out Plan ("Opt-Out Plan"). Any Opt-Out Plan will be communicated to the Members in sufficient time to permit members to enroll in the Opt-Out Plan and to re-enroll in the health insurance plan if Opt-Out Plan enrollment is insufficient to permit the Opt-Out Plan to be offered for that year. Members who accept the Opt-Out Plan will be bound to continue in the Opt-Out Plan for a minimum of one year, subject to the right to enroll in health insurance coverage in the event of a "qualifying event" entitling them to enroll in health insurance coverage mid-year.

57.8 Health Insurance Committee

A Health Insurance Committee shall be established and maintained with three (3) representatives appointed by each employee association and three (3) representatives appointed by the superintendent.

The purpose of the Committee shall be to make recommendations designed to optimize the quality of health care available to district employees and improve cost effectiveness of the health insurance program. Committee members shall review data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.

The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Associations and approval by the Board. The creation of the Health Insurance Committee does not diminish or in any way reduce the Board's and Association's rights or responsibilities.

57.9 Wellness Initiative Support Fund

The Board shall establish a Wellness Initiative Support Fund. The purpose of this fund is to establish and promote a wellness program for all staff. The Wellness fund shall be under the direction of the Association members on the Insurance Committee and also the majority of the Insurance Committee as a whole, with advisement from the wellness committee subgroup.

57.10 The Board shall provide vision insurance with the design of the (new) Appendix F. The Board shall pay the full premium for this vision plan for the employee who enrolls and her/his spouse and dependents.

ARTICLE 58
ENROLLMENT OF BARGAINING UNIT MEMBER CHILDREN IN THE WORTHINGTON SCHOOLS

The District will adopt and implement a policy permitting the enrollment of bargaining unit member children in the schools of the District. Such policy will comply with R.C. Section 3313.64 provided, however, that the enrollment of bargaining unit member children will be subject to the following conditions:

A. Enrollment will be permitted on a "space available" basis only. Space available means the school to which enrollment is requested ("Enrollment School") having classes which are not at optimum class size after taking into account the enrollment of: a) pupils residing in the Worthington School District and in the designated attendance area for the Enrollment School of attendance, b) pupils residing in the Worthington School District and eligible to enroll in the Enrollment School by reason of the federal Elementary and Secondary Education Act or regulations adopted thereunder, and c) pupils residing in the Worthington School District and eligible to enroll in the Enrollment School under the District's open enrollment policies. The determination of whether or not space is available shall be made by the District administration with appropriate input from building administrator(s) and shall not be subject to challenge through the grievance or professional concerns procedures.

B. Bargaining unit members enrolling pupils under this agreement acknowledge and agree that the following provisions shall govern such enrollment:

1. No transportation shall be provided pupils enrolling under this provision, unless otherwise required by law.

2. All pupils enrolling under this provision shall be subject to the Code of Conduct and other regulations of the Enrollment School.

3. There is no guarantee that siblings seeking to enroll under this provision will be admitted to the same Enrollment School.

4. There is no guarantee that enrollment will be continued beyond any year in which enrollment is approved.

5. Athletic eligibility will be determined by the rules of the Ohio High School Athletic Association.

C. Recognizing that the District will incur additional costs as a result of compliance with this provision, the Association agrees to pay to the District an amount equal to the annual sum of one thousand dollars ($1,000) per school year for each pupil enrolled by a bargaining unit member ("Association Payment"); except that, for employees newly hired on or after July 1, 2023, the Association Payment shall be $2500 for each pupil enrolled.

Association Payments will be made in three equal installments during the school year, upon invoice from the District Treasurer to the Association Treasurer. The District Treasurer will deduct Association Payments, at the written request of any employee, from the employee's payroll in the same manner as other payroll deductions and pay such deducted amounts to the Association. In the event that the District is determined to be ineligible to include the enrollment of bargaining member pupils in District ADM, the District may, at its election: a) waive any provisions of this Section, and/or b) repeal the policy providing for the enrollment of employee pupils for whom state foundation funds are not provided as of the end of the school year.

ARTICLE 59
COMPLETE AGREEMENT

59.1 Entire Agreement

This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.

59.2 Waiver of Negotiations

Except as specifically provided in Article 9 and Article 10, the Board and the Association waive the right to negotiate further with respect to matters specifically covered by this Agreement.

ARTICLE 60
DURATION OF CONTRACT

60.1 This Master Agreement shall become effective at 12:01 a.m. on July 1, 2026 and shall continue in full force and effect until midnight, June 30, 2029.

60.2 Executed as of the 9th day of March 2026.

Board of Education	Worthington Education Association
Negotiating Chairperson	Negotiating Chairperson
President	President

Superintendent

Memorandum of Understanding

The Board and Association will cooperate in the development of district-wide databases and make available, to the extent permitted by law, comprehensive information regarding the following specific aspects of the District educational program. The databases will be implemented over the term of the Agreement, to the extent that funding and other necessary resources are available. The databases will be reasonably accessible and include, but not be limited to the following types of information and other services:

- Standards and Curriculum information
- Assessment Resources
- Student Achievement Data
- Classroom Level IEP Information
- Data Analysis Tools
- Aggregate Demographic Data at the School and District Level

The databases are intended to serve as a District information resource as well as a resource for the improvement of instruction. The Board and Association will cooperate in the development, refinement and use of the databases.

The Board and Association acknowledge that both state and federal law protect the privacy rights of students and parents with respect to personally identifiable pupil information. Specific pupil information will be made available only to those having responsibility.

For the Board

For the Association

Memorandum of Understanding

HIGH SCHOOL CREDIT FLEXIBILITY

The Board and Association agree to continue working in a collaborative manner to plan, implement, monitor, evaluate and adjust to state-mandated Credit Flexibility requirements. A joint committee consisting of administration and faculty shall periodically review the Credit Flexibility policy and oversee its implementation. The committee shall make recommendations that ensure state mandates are followed; necessary time and resources are provided for the creation and grading of required assessments; and student participation in credit flexibility options is equitably factored in to teacher course load assignments. No changes in the negotiated Master Agreement may be made to implement Credit Flexibility requirements without joint approval of the Association and Superintendent/designee. This agreement in no way supersedes the Board's Management Rights as stipulated in Article 2.

For the Board

For the Association

Memorandum of Understanding

EVALUATION

This Memorandum will be attached to but is not part of the Negotiated Agreement between the Board of Education of the Worthington City School District (the "Board") and the Worthington Education Association ("WEA"). The Board and WEA agree to continue the collaborative effort to review and improve the comprehensive evaluation plan for all bargaining unit members.

For the Board

For the Association

MEMORANDUM OF AGREEMENT
CONCERNING FAIR SHARE FEE LANGUAGE

Made as of April 27, 2020, by and between the Worthington Education Association ("Association") and the Worthington City School District Board of Education ("Board").

In light of the U.S. Supreme Court case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466; 585 U.S. __; 138 S. Ct. 2448; 201 L. Ed. 2nd 924 (2018) ("*Janus* case"), which held that the deduction of fair share fees from employees in the bargaining unit who are not members of the Association is unconstitutional, the parties deleted Article 7 that was in the 2017-2020 Agreement.

The parties agree to the following:

> In the event that the *Janus* case is reversed, the parties will re-insert into the Agreement the language from Article 7 of the 2017-2020 Agreement, to the extent that the Article 7 language is consistent with the new Court decision.

Worthington Education Association

Date: 5/28, 2020

Worthington CSD Board of Education

Date: 6/8, 2020

MEMORANDUM OF UNDERSTANDING
SUPPORT IN MAINTENANCE OF STUDENT DISCIPLINEe
This MOU will be continued
for the duration of the current Agreement (2026-2029)

The Board recognizes its responsibility to give reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the performance of their duties in school or in out-of-school functions. Each bargaining unit member hase responsibility for maintaining proper control and discipline of their classroom/environment. In exercising their responsibility, the bargaining unit member shall assure that all disciplinary actions and methods invoked are reasonable, just and in compliance with law.e

In cases of students who do not respond to reasonable efforts of bargaining unit members to correct disruptive behavior or discipline in school or at school functions, or who fail or refuse to obey appropriate directives of bargaining unit members, or respond profanely or abusively to appropriate directives of bargaining unit members, those students will be reported to the principal or designee as soon as practical.-If warranted, the administrators/Dean of the District shall take further disciplinary action that is appropriate to the gravity of the offense and the student's IEP/Plan. Any disciplinary action taken with regard to the student will be shared with the Member who reported the student.e

In the event of a verbal threat of bodily harm to a Member or actual physical injury to a Member, the administrator and/or CPI team/team member will intervene. In such instances, the affected Member(s) shall be afforded the opportunity for input in the District response and shall be notified of any disciplinary decision.e

If, following the report for disciplinary reasons, the building administrator determines not to take disciplinary action, the administrator shall give the Member reasons why, and, if requested, will meet with the bargaining unit member to discuss the decision. If the bargaining unit member does not agree with the administrator's decision, the member may meet with the Superintendent/designee to discuss it. Upon request, the administrator or designee shall meete with the bargaining unit member to discuss and/or plan behavioral modification strategies regarding any student that has been reported for disciplinary reasons.e

In order to establish a preventive and positive procedure for dealing with student discipline within the parameters of the law, each BLT or CPI team shall discuss a plan for student behavior management, review discipline data, and make recommendations to create a positive schoole culture for students, staff, and families.e

Worthington Education Association

Date: 5/28, 2023e

Worthington CSD Board of Educatione

Date: 6/8, 2023 6e

APPENDIX A
GRIEVANCE REPORT FORM
(STEP I)

PART A

Having informally discussed this grievance with my/our immediate supervisor and there being no satisfactory resolution within thirty (30) days after I/we knew or should have known of the act or condition upon which this grievance is based, this grievance is hereby submitted at STEP I of the grievance procedure.

1. Date I/we became aware of the occurrence of the act or conditions on which this grievance is based: _____

2. Date(s) of the informal discussion with my/our immediate supervisor:
_____

3. Written grievance statement, including the specific section(s) of the Master Agreement allegedly violated, misinterpreted or misapplied:

_____
_____
_____
_____
_____
_____
_____
_____

(attach additional sheet(s) if necessary)

4. Relief sought:

_____
_____
_____
_____
_____
_____
_____
_____

(attach additional sheet(s) if necessary)

5. Date this form was submitted to the Association's Grievance Committee Chairperson and the Superintendent's designee:_____
_____
_____

Grievance Report Form (Step I)

6. This grievance is submitted as
- ☐ an Association grievance
- ☐ an Individual grievance
- ☐ a Group or Class grievance

7. Signature(s) of the grievant(s) or Association designee(s) if an Association grievance:

_____

_____

_____

_____

(attach additional sheets if necessary)

This form must be submitted to the Superintendent's designee with a copy to the Association Grievance Committee Chairperson within thirty (30) days of the date the grievant knew or should have known of the act or condition on which this grievance is based.

NOTE: If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor (a non-member who has immediate administrative line authority over the affected grievant), if it affects a group or class of members, or if it affects the Association, it may be initiated at Step II.

GRIEVANCE REPORT FORM

(STEP I - continued)

PART B

1. Date the Step I grievance meeting was held _____

2. Those persons present at the grievance meeting were: _____
(attach additional sheet(s) if necessary)

3. My written disposition of this grievance is as follows: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant: _____
_____
_____

_____
Signature of Superintendent's Designee

The written disposition must be returned to the grievant within five (5) days of the Step I grievance meeting with copies to the Superintendent and the Association Grievance Committee Chairperson.

GRIEVANCE REPORT FORM

(STEP II)

PART A

(check one)

1. ☐ I/We are not satisfied with the written disposition of the grievance received at Step I and hereby submit the grievance to Step II of the grievance procedure.

OR

☐ I/We have not received any written disposition at Step I within five (5) days of the grievance meeting or the Superintendent's designee failed to hold a Step I grievance meeting within five (5) days after I/we submitted said form to him/her. I/We therefore submit this grievance to Step II of the grievance procedure.

OR

☐ This grievance appears to arise from an action or inaction of an authority higher than an immediate supervisor, affects a group or class of members, or affects the Association. I/We therefore submit this grievance to Step II of the grievance procedure.

2. Date this Step II grievance form was submitted to the Superintendent: _____

3. Signature(s) of the grievant(s) or Association designee(s) if an Association grievance:

_____

_____

_____

_____

(attach additional sheets if necessary)

This form must be submitted to the Superintendent with a copy to the Association Grievance Committee Chairperson within any of the following time limits:

1. Five (5) days of the date of receipt of the Step I written disposition; or

2. Five (5) days of the last date the Superintendent's designee was to have held a Step I grievance meeting and they failed to do so; or

3. Five (5) days of the last date the Superintendent's designee was to have returned the Step I written disposition and they failed to do so; or

4. Thirty (30) days of the occurrence of the act or conditions on which this grievance is based AND the grievance appears to arise from an action or inaction of an authority higher than an immediate supervisor, affects a group or class of members, or affects the Association.

GRIEVANCE REPORT FORM
(STEP II - continued)

PART B

1. Date the Step II grievance meeting was held:_____

2. Those persons present at the grievance meeting were:_____

_____
_____
_____
_____
_____
_____

(attach additional sheet(s) if necessary)

3. My written disposition of this grievance is as follows:_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(attach additional sheet(s) if necessary)

4. Date this written disposition was returned to the grievant:_____

_____
Signature of Superintendent

The written disposition must be returned to the grievant within five (5) days of the Step II grievance meeting with copies to the Association Grievance Committee Chairperson and the Superintendent's designee named in Step I.

GRIEVANCE REPORT FORM

(STEP III)

(check one)

1. ☐ I/We are not satisfied with the written disposition of the grievance received at Step II and hereby submit the grievance to Step III of the grievance procedure.

   OR

   ☐ I/We have not received any written disposition at Step II within five (5) days of the date the Step II grievance meeting or the Superintendent failed to hold a Step II grievance meeting within five (5) days after I/we submitted this grievance to him/her. I/We therefore submit this grievance to Step III of the grievance procedure.

2. Date this Step III grievance form was submitted to the Superintendent:_____

_____

3. Signature(s) of the grievant(s) or Association designee(s) if an Association grievance:

_____

_____

_____

_____

(attach additional sheets if necessary)

4. This form must be submitted to the Superintendent with a copy to the Association Grievance Committee Chairperson within five (5) days of either the date of receipt of the Step II written disposition or the last date the Superintendent was to have returned the Step II written disposition and they failed to do so.

GRIEVANCE REPORT FORM

(STEP IV)

THIS APPEAL MUST BE MADE BY THE ASSOCIATION

I/We are not satisfied with the results of the previous step and hereby submit the grievance to Step IV of the grievance procedure.

Date this Step III grievance form was submitted to the Superintendent:

_____

Signature(s) of the Association designee(s)/officials:

_____

_____

(attach additional sheets if necessary)

This form must be submitted to the Superintendent with a copy of an American Arbitration Association demand for arbitration form within five (5) days of the later of:

1. The date of receipt of the Step III written disposition;

2. Refusal of either party to participate in mediation if mediation is requested; or

3. Completion of mediation without settlement of the grievance.

APPENDIX B

Certified Salary Schedule Index

Years	BACH I	BA+15 II	BA+30 III	MA IV	MA+15 V	MA+30 VI	MA+45 VII
0	1.0000	1.0300	1.0600	1.0900	1.1200	1.1500	1.1800
1	1.0420	1.0733	1.1046	1.1347	1.1659	1.1991	1.2284
2	1.0941	1.1269	1.1509	1.1823	1.2137	1.2463	1.2787
3	1.1488	1.1833	1.1992	1.2320	1.2683	1.2973	1.3312
4	1.2063	1.2424	1.2580	1.2837	1.3254	1.3557	1.3858
5	1.2665	1.3046	1.3197	1.3376	1.3851	1.4167	1.4482
6	1.3299	1.3698	1.3843	1.4032	1.4474	1.4804	1.5133
7	1.3964	1.4203	1.4521	1.4720	1.5125	1.5471	1.5814
8	1.4382	1.4731	1.5233	1.5441	1.5859	1.6167	1.6526
9	1.4814	1.5275	1.5796	1.6198	1.6628	1.6951	1.7269
10	1.5258	1.5841	1.6381	1.6991	1.7434	1.7774	1.8133
11	1.5716	1.6427	1.6987	1.7620	1.8280	1.8636	1.9040
12	1.6188	1.7035	1.7616	1.8272	1.9167	1.9539	1.9992
13	1.6673	1.7665	1.8268	1.8947	1.9876	2.0487	2.0991
14	1.6673	1.7665	1.8268	1.9648	2.0611	2.1244	2.2041
15	1.6673	1.7665	1.8268	1.9648	2.0611	2.1244	2.2041
16	1.6840	1.7842	1.8451	1.9845	2.0817	2.1457	2.2261
17	1.6840	1.7842	1.8451	1.9845	2.0817	2.1457	2.2261
18	1.7008	1.8021	1.8636	2.0044	2.1025	2.1671	2.2484
19	1.7008	1.8021	1.8636	2.0044	2.1025	2.1671	2.2484
20	1.7179	1.8201	1.8821	2.0244	2.1235	2.1888	2.2709
21	1.7179	1.8201	1.8821	2.0244	2.1235	2.1888	2.2709
22	1.7351	1.8382	1.9010	2.0446	2.1448	2.2107	2.2935
23	1.7351	1.8382	1.9010	2.0446	2.1448	2.2107	2.2935
24	1.7523	1.8566	1.9200	2.0650	2.1662	2.2328	2.3165
25	1.7523	1.8566	1.9200	2.0650	2.1662	2.2328	2.3165
26	1.7699	1.8752	1.9392	2.0857	2.1879	2.2551	2.3396
27	1.7699	1.8752	1.9392	2.0857	2.1879	2.2551	2.3396
28	1.7876	1.8939	1.9586	2.1066	2.2097	2.2777	2.3631
32	1.8053	1.9126	1.9780	2.1275	2.2315	2.3003	2.3866

APPENDIX C

Worthington City School District
Certificated Salary Grids
2026-2027

August 2026 base $ 55,070

EXPER.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	$ 55,070	$ 56,722	$ 58,374	$ 60,026	$ 61,678	$ 63,331	$ 64,983
1	$ 57,383	$ 59,107	$ 60,830	$ 62,488	$ 64,206	$ 66,034	$ 67,648
2	$ 60,252	$ 62,058	$ 63,380	$ 65,109	$ 66,838	$ 68,634	$ 70,418
3	$ 63,264	$ 65,164	$ 66,040	$ 67,846	$ 69,845	$ 71,442	$ 73,309
4	$ 66,431	$ 68,419	$ 69,278	$ 70,693	$ 72,990	$ 74,658	$ 76,316
5	$ 69,746	$ 71,844	$ 72,676	$ 73,662	$ 76,277	$ 78,018	$ 79,752
6	$ 73,238	$ 75,435	$ 76,233	$ 77,274	$ 79,708	$ 81,526	$ 83,337
7	$ 76,900	$ 78,216	$ 79,967	$ 81,063	$ 83,293	$ 85,199	$ 87,088
8	$ 79,202	$ 81,124	$ 83,888	$ 85,034	$ 87,336	$ 89,032	$ 91,009
9	$ 81,581	$ 84,119	$ 86,989	$ 89,202	$ 91,570	$ 93,349	$ 95,100
10	$ 84,026	$ 87,236	$ 90,210	$ 93,569	$ 96,009	$ 97,881	$ 99,858
11	$ 86,548	$ 90,463	$ 93,547	$ 97,033	$ 100,668	$ 102,628	$ 104,853
12	$ 89,147	$ 93,812	$ 97,011	$ 100,624	$ 105,553	$ 107,601	$ 110,096
13	$ 91,818	$ 97,281	$ 100,602	$ 104,341	$ 109,457	$ 112,822	$ 115,597
14	$ 91,818	$ 97,281	$ 100,602	$ 108,202	$ 113,505	$ 116,991	$ 121,380
15	$ 91,818	$ 97,281	$ 100,602	$ 108,202	$ 113,505	$ 116,991	$ 121,380
16	$ 92,738	$ 98,256	$ 101,610	$ 109,286	$ 114,639	$ 118,164	$ 122,591
17	$ 92,738	$ 98,256	$ 101,610	$ 109,286	$ 114,639	$ 118,164	$ 122,591
18	$ 93,663	$ 99,242	$ 102,628	$ 110,382	$ 115,785	$ 119,342	$ 123,819
19	$ 93,663	$ 99,242	$ 102,628	$ 110,382	$ 115,785	$ 119,342	$ 123,819
20	$ 94,605	$ 100,233	$ 103,647	$ 111,484	$ 116,941	$ 120,537	$ 125,058
21	$ 94,605	$ 100,233	$ 103,647	$ 111,484	$ 116,941	$ 120,537	$ 125,058
22	$ 95,552	$ 101,230	$ 104,688	$ 112,596	$ 118,114	$ 121,743	$ 126,303
23	$ 95,552	$ 101,230	$ 104,688	$ 112,596	$ 118,114	$ 121,743	$ 126,303
24	$ 96,499	$ 102,243	$ 105,734	$ 113,720	$ 119,293	$ 122,960	$ 127,570
25	$ 96,499	$ 102,243	$ 105,734	$ 113,720	$ 119,293	$ 122,960	$ 127,570
26	$ 97,468	$ 103,267	$ 106,792	$ 114,859	$ 120,488	$ 124,188	$ 128,842
27	$ 97,468	$ 103,267	$ 106,792	$ 114,859	$ 120,488	$ 124,188	$ 128,842
28	$ 98,443	$ 104,297	$ 107,860	$ 116,010	$ 121,688	$ 125,433	$ 130,136
29	$ 98,443	$ 104,297	$ 107,860	$ 116,010	$ 121,688	$ 125,433	$ 130,136
30	$ 98,443	$ 104,297	$ 107,860	$ 116,010	$ 121,688	$ 125,433	$ 130,136
31	$ 98,443	$ 104,297	$ 107,860	$ 116,010	$ 121,688	$ 125,433	$ 130,136
32	$ 99,418	$ 105,327	$ 108,928	$ 117,161	$ 122,889	$ 126,678	$ 131,430

Worthington City School District
Certificated Salary Grids
2027-2028
August 2027 base $ 56,722

EXPER.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	$ 56,722	$ 58,424	$ 60,125	$ 61,827	$ 63,529	$ 65,230	$ 66,932
1	$ 59,104	$ 60,880	$ 62,655	$ 64,362	$ 66,132	$ 68,015	$ 69,677
2	$ 62,060	$ 63,920	$ 65,281	$ 67,062	$ 68,843	$ 70,693	$ 72,530
3	$ 65,162	$ 67,119	$ 68,021	$ 69,882	$ 71,941	$ 73,585	$ 75,508
4	$ 68,424	$ 70,471	$ 71,356	$ 72,814	$ 75,179	$ 76,898	$ 78,605
5	$ 71,838	$ 74,000	$ 74,856	$ 75,871	$ 78,566	$ 80,358	$ 82,145
6	$ 75,435	$ 77,698	$ 78,520	$ 79,592	$ 82,099	$ 83,971	$ 85,837
7	$ 79,207	$ 80,562	$ 82,366	$ 83,495	$ 85,792	$ 87,755	$ 89,700
8	$ 81,578	$ 83,557	$ 86,405	$ 87,584	$ 89,955	$ 91,702	$ 93,739
9	$ 84,028	$ 86,643	$ 89,598	$ 91,878	$ 94,317	$ 96,149	$ 97,953
10	$ 86,546	$ 89,853	$ 92,916	$ 96,376	$ 98,889	$ 100,818	$ 102,854
11	$ 89,144	$ 93,177	$ 96,354	$ 99,944	$ 103,688	$ 105,707	$ 107,999
12	$ 91,822	$ 96,626	$ 99,921	$ 103,642	$ 108,719	$ 110,829	$ 113,399
13	$ 94,573	$ 100,199	$ 103,620	$ 107,471	$ 112,741	$ 116,206	$ 119,065
14	$ 94,573	$ 100,199	$ 103,620	$ 111,447	$ 116,910	$ 120,500	$ 125,021
15	$ 94,573	$ 100,199	$ 103,620	$ 111,447	$ 116,910	$ 120,500	$ 125,021
16	$ 95,520	$ 101,203	$ 104,658	$ 112,565	$ 118,078	$ 121,708	$ 126,269
17	$ 95,520	$ 101,203	$ 104,658	$ 112,565	$ 118,078	$ 121,708	$ 126,269
18	$ 96,473	$ 102,219	$ 105,707	$ 113,694	$ 119,258	$ 122,922	$ 127,534
19	$ 96,473	$ 102,219	$ 105,707	$ 113,694	$ 119,258	$ 122,922	$ 127,534
20	$ 97,443	$ 103,240	$ 106,756	$ 114,828	$ 120,449	$ 124,153	$ 128,810
21	$ 97,443	$ 103,240	$ 106,756	$ 114,828	$ 120,449	$ 124,153	$ 128,810
22	$ 98,418	$ 104,266	$ 107,829	$ 115,974	$ 121,657	$ 125,395	$ 130,092
23	$ 98,418	$ 104,266	$ 107,829	$ 115,974	$ 121,657	$ 125,395	$ 130,092
24	$ 99,394	$ 105,310	$ 108,906	$ 117,131	$ 122,871	$ 126,649	$ 131,397
25	$ 99,394	$ 105,310	$ 108,906	$ 117,131	$ 122,871	$ 126,649	$ 131,397
26	$ 100,392	$ 106,365	$ 109,995	$ 118,305	$ 124,102	$ 127,914	$ 132,707
27	$ 100,392	$ 106,365	$ 109,995	$ 118,305	$ 124,102	$ 127,914	$ 132,707
28	$ 101,396	$ 107,426	$ 111,096	$ 119,491	$ 125,339	$ 129,196	$ 134,040
29	$ 101,396	$ 107,426	$ 111,096	$ 119,491	$ 125,339	$ 129,196	$ 134,040
30	$ 101,396	$ 107,426	$ 111,096	$ 119,491	$ 125,339	$ 129,196	$ 134,040
31	$ 101,396	$ 107,426	$ 111,096	$ 119,491	$ 125,339	$ 129,196	$ 134,040
32	$ 102,400	$ 108,486	$ 112,196	$ 120,676	$ 126,575	$ 130,478	$ 135,373

Worthington City School District
Certificated Salary Grids
2028-2029
August 2028 base $ 58,424

EXPER.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	$ 58,424	$ 60,177	$ 61,929	$ 63,682	$ 65,435	$ 67,188	$ 68,940
1	$ 60,878	$ 62,706	$ 64,535	$ 66,294	$ 68,117	$ 70,056	$ 71,768
2	$ 63,922	$ 65,838	$ 67,240	$ 69,075	$ 70,909	$ 72,814	$ 74,707
3	$ 67,117	$ 69,133	$ 70,062	$ 71,978	$ 74,099	$ 75,793	$ 77,774
4	$ 70,477	$ 72,586	$ 73,497	$ 74,999	$ 77,435	$ 79,205	$ 80,964
5	$ 73,994	$ 76,220	$ 77,102	$ 78,148	$ 80,923	$ 82,769	$ 84,610
6	$ 77,698	$ 80,029	$ 80,876	$ 81,981	$ 84,563	$ 86,491	$ 88,413
7	$ 81,583	$ 82,980	$ 84,837	$ 86,000	$ 88,366	$ 90,388	$ 92,392
8	$ 84,025	$ 86,064	$ 88,997	$ 90,212	$ 92,655	$ 94,454	$ 96,552
9	$ 86,549	$ 89,243	$ 92,287	$ 94,635	$ 97,147	$ 99,035	$ 100,892
10	$ 89,143	$ 92,549	$ 95,704	$ 99,268	$ 101,856	$ 103,843	$ 105,940
11	$ 91,819	$ 95,973	$ 99,245	$ 102,943	$ 106,799	$ 108,879	$ 111,239
12	$ 94,577	$ 99,525	$ 102,920	$ 106,752	$ 111,981	$ 114,155	$ 116,801
13	$ 97,410	$ 103,206	$ 106,729	$ 110,696	$ 116,124	$ 119,693	$ 122,638
14	$ 97,410	$ 103,206	$ 106,729	$ 114,791	$ 120,418	$ 124,116	$ 128,772
15	$ 97,410	$ 103,206	$ 106,729	$ 114,791	$ 120,418	$ 124,116	$ 128,772
16	$ 98,386	$ 104,240	$ 107,798	$ 115,942	$ 121,621	$ 125,360	$ 130,058
17	$ 98,386	$ 104,240	$ 107,798	$ 115,942	$ 121,621	$ 125,360	$ 130,058
18	$ 99,368	$ 105,286	$ 108,879	$ 117,105	$ 122,836	$ 126,611	$ 131,361
19	$ 99,368	$ 105,286	$ 108,879	$ 117,105	$ 122,836	$ 126,611	$ 131,361
20	$ 100,367	$ 106,338	$ 109,960	$ 118,274	$ 124,063	$ 127,878	$ 132,675
21	$ 100,367	$ 106,338	$ 109,960	$ 118,274	$ 124,063	$ 127,878	$ 132,675
22	$ 101,371	$ 107,395	$ 111,064	$ 119,454	$ 125,308	$ 129,158	$ 133,995
23	$ 101,371	$ 107,395	$ 111,064	$ 119,454	$ 125,308	$ 129,158	$ 133,995
24	$ 102,376	$ 108,470	$ 112,174	$ 120,646	$ 126,558	$ 130,449	$ 135,339
25	$ 102,376	$ 108,470	$ 112,174	$ 120,646	$ 126,558	$ 130,449	$ 135,339
26	$ 103,405	$ 109,557	$ 113,296	$ 121,855	$ 127,826	$ 131,752	$ 136,689
27	$ 103,405	$ 109,557	$ 113,296	$ 121,855	$ 127,826	$ 131,752	$ 136,689
28	$ 104,439	$ 110,649	$ 114,429	$ 123,076	$ 129,100	$ 133,072	$ 138,062
29	$ 104,439	$ 110,649	$ 114,429	$ 123,076	$ 129,100	$ 133,072	$ 138,062
30	$ 104,439	$ 110,649	$ 114,429	$ 123,076	$ 129,100	$ 133,072	$ 138,062
31	$ 104,439	$ 110,649	$ 114,429	$ 123,076	$ 129,100	$ 133,072	$ 138,062
32	$ 105,473	$ 111,742	$ 115,563	$ 124,297	$ 130,373	$ 134,393	$ 139,435

APPENDIX D

SEVERANCE CALCULATION UNDER RETIRE/REHIRE

In items 2, 3 and 8 regarding modifications to rights and benefits under the Master Agreement, Section 46.2 describes how the severance payment shall be calculated for re-employed retired staff members. Specifically, the Section includes the following provisions:

(a) Any severance benefit associated with accumulated sick leave shall be calculated at the time of initial retirement and paid in accordance with the Master Agreement at the point when the re-employed member either: a) resigns, or b) is no longer under contract and will not be offered a contract to return for the following school year.

(b) For severance purposes, there shall be no break in service for all re-employed staff members. Severance pay associated with years of service shall be calculated and paid in accordance with the Master Agreement at the time the re-employed member resigns or is no longer under contract to return for the following school year.

(c) The re-employed staff member shall retain all accumulated sick leave earned during pre STRS retirement that is not included in the member's severance calculation. All remaining accumulated sick leave shall expire after severance is paid as provided in this Agreement.

Based on the provisions of Article 46.2 and the terms of Article 50 (Severance Pay) of the Master Agreement, severance pay will thus be calculated as follows:

Part I: Severance Pay Associated with Accumulated Sick Leave (50.1(b))

The member's per diem rate of pay at the time of initial retirement will be multiplied by one-fourth of the member's accrued and unused sick leave days to a maximum of fifty (50) days. This amount will be calculated and "banked" until the member resigns or is no longer under contract to return for the following school year.

Part II: Severance Pay Associated with Years of Continuous Service in Worthington (50.1(c))

A. Years of Service at the Time of Initial Retirement:

The member's per diem rate of pay at the time of initial retirement will be multiplied by the number of years of continuous Worthington service, over 10, up to 25-1/2 days. This amount will be calculated and "banked," along with sick leave severance above, until the member resigns or is no longer under contract to return for the following school year.

B. Years of Service at the Time of "Final" Retirement:

If the member had retired initially and had not been credited with 25-1/2 days in their severance calculation under II-A above, then any additional years of service accumulated after re-employment shall be credited to the member in accordance with Section 46.2 up to a total of 25-1/2 days, including those credited to the member at the time of initial retirement. When the member resigns or is no longer under contract to return for the following school year, eligible additional years of service beyond the time of initial retirement will be calculated based on the member's daily rate of pay at that time. This will be added to the severance previously calculated and "banked" above, and then paid to the member in accordance with the Master Agreement.

EXAMPLE:

John Smith retires with 250 days of accumulated sick leave and 20 years of continuous service in the Worthington Schools. His per diem rate of pay at the time of retirement is $404.50. He is re-employed under the terms of the Memorandum for one additional year and then resigns at the conclusion of that year. His per diem rate of pay at the time he resigns (at step 10) is $322.81. Severance pay is calculated as follows:

I. Sick Leave Severance:

200 days x 25% x per diem = 50 x $404.50 = $20,225 (payment deferred)

(Note: Remaining sick leave balance of 50 days not used toward above calculation carries over.)

II-A. Years of Service Severance at Time of Retirement:

10 years x 1.5 days x per diem = 15 x 404.50 = $6,067.50 (payment deferred)

II-B. Years of Service Severance at Time of "Final" Retirement:

1 year x 1.5 days x per diem = 1.5 x 322.81 = $484.22 (added to I and II-A and paid at this time)

(Note: Because he was credited with 15 days at the time of initial retirement, the maximum number of days that could be used in this calculation would be 10.5.)

TOTAL SEVERANCE PAYMENT:	20,225.00
	+ 6,067.50
	+ 484.22
	$26,776.72

APPENDIX E

2026 BENEFITS
MEDICAL AND PRESCRIPTION DRUG BENEFITS

Covered Medical Benefits	Cost if you use an In Network Provider	Cost if you use an Out of Network Provider
Overall Deductible	$2,200 person / $4,400 family	$4,400 person / $8,800 family
Overall Out-of-Pocket Limit	$2,750 person / $5,500 family	$5,500 person / $11,000 family
The family deductible and out-of-pocket limit are non-embedded, meaning the cost shares of all family members apply to one family deductible and one family out-of-pocket limit. The per person deductible and per person out-of-pocket limit apply to individuals enrolled under single-only coverage. All medical and prescription drug deductibles, copayments and coinsurance apply to the out-of-pocket limit (excluding Out-of-Network Human Organ and Tissue Transplant (HOTT), Cellular and Gene Therapy services). In-Network and Out-of-Network deductibles and out-of-pocket limit amounts are separate and do not accumulate toward each other.		
Doctor Visits (virtual and office) *You are encouraged to select a Primary Care Physician (PCP).*		
Primary Care (PCP) and Mental Health and Substance Use Disorder Services *virtual and office*	15% coinsurance after deductible is met	30% coinsurance after deductible is met
Specialist Provider *virtual and office*	15% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits		
Maternity Doctor services (prenatal/postpartum care and delivery)	15% coinsurance after deductible is met	30% coinsurance after deductible is met
Retail Health Clinic *for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.*	15% coinsurance after deductible is met	30% coinsurance after deductible is met
Covered Medical Benefits	**Cost if you use an In Network Provider**	**Cost if you use an Out of Network Provider**
Preventive care / screenings / immunizations	No charge	30% coinsurance after deductible is met

		Cost share is based
Emergency and Urgent Care		
	15% coinsurance after deductible is met 15% coinsurance after deductible is met 15% coinsurance after deductible is met	30% coinsurance after deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
Ambulance	15% coinsurance after deductible is met	

Visits with Virtual Care Only Providers	Cost through our mobile app and website
Primary Care, and medical services for urgent/acute care	No charge after deductible is met
Mental Health & Substance Use Disorder Services	No charge after deductible is met
Specialist care	15% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use an In Network Pharmacy	Cost if you use an Out of Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Out-of-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Out-of-Network medical out-of-pocket limit

APPENDIX F

2026 BENEFITS
VISION BENEFITS

Plan Basics	In-Network	Out-of-Network Reimbursement	Benefit Frequency
VISION EXAMINATION			
Eye Exam Retinal Imaging	$20 Co-payment Up to $39	Reimbursement up to $40 Not Covered	Calendar Year
VISION MATERIALS			
Lenses			12 months
Single Vision	$20 Co-payment	Reimbursement up to $30	
Bifocal	$20 Co-payment	Reimbursement up to $50	
Trifocal	$20 Co-payment	Reimbursement up to $70	
Lenticular	$20 Co-payment	Reimbursement up to $70	
Progressive – Standard	$85 Co-payment	Reimbursement up to $50	
Frames	$150 allowance, then 20% off the balance	Reimbursement up to $105	24 months
Contact Lenses (only one option available per Benefit Frequency)			12 months
Conventional	$150 allowance, 15% off the balance	Reimbursement up to $150	
Disposable	$150 allowance, no discount	Reimbursement up to $150	
Lens Options			12 months
Standard Polycarbonate	$45 Co-payment – children/adult	Not covered	
Transitional Lenses	$75 Co-payment	Not covered	
Factory Scratch Coating	$15 Co-payment	Not covered	
DISCOUNTS/COST CONTROLS ARE IN PLACE FOR ADDITIONAL LENS OPTIONS			
Additional Information	40% off additional pairs of glasses 20% off any item not covered by plan, including non-prescription sunglasses Lasik – 15% off retail or 5% off promotional price 40% off hearing exams 20% off non-covered lens enhancements		

APPENDIX G
WORTHINGTON CITY SCHOOLS
SICK LEAVE VOUCHER

NAME_____ DATE_____

SOCIAL SECURITY #_____

POSITION_____

BUILDING_____

☐ By checking this box, I am indicating that I wish to be paid for

_____
(# of days)

unused Sick Leave days for the school year

_____ - _____*

Please mail my Sick Leave check to:

_____
Address

_____
City State Zip

THIS VOUCHER MUST BE FILED WITH THE PAYROLL OFFICE NO LATER THAN JUNE 30.

Sick Leave days submitted for payment eliminates all sick leave days for that year. Payment for sick leave will be made on or before July 30.

*Failure of employee to submit this Voucher Form by June 30 of each year will indicate that the unused sick leave days are to be accumulated to employee's total.

Employee signature_____ Date_____

FOR TREASURER'S RECORDS

AMOUNT OF CHECK $_____

TOTAL SICK LEAVE ACCUMULATION AS OF JULY 1, _____ _____
Total Days

APPENDIX H

WORTHINGTON BOARD OF EDUCATION POLICY
OHIO TEACHER EVALUATION SYSTEM

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. District Administrators evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. In the Worthington Teacher Evaluation System (WoTES) there are two components: Teacher Performance on Standards and Student Growth Measures. For details on specific areas such as Student Growth Measure, Rating and Evaluation Matrix, please refer to the Worthington Teacher Evaluation System (WoTES) Document.

Notwithstanding Ohio Revised Code Section 3319.09, this policy applies to any person employed under a teacher license issued under RC Chapter 3319, or under a professional or permanent teacher's certificate issued under former Section 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. The Board expects Worthington Administrators to achieve and maintain credentialed evaluator status with the Ohio Department of Education. The Board adopts a list of approved credentialed evaluators chosen from the Ohio Department of Education's list.

Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on teacher performance and student growth measures.

Annually, District Administrators submit to the Ohio Department of Education the number of teachers assigned an effectiveness rating.

Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance.

The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board determined measures.

Students with 45 or more excused or unexcused absences for the school year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

Professional Growth and Improvement Plans

This policy reflects the requirement to implement a state board approved standards based framework for evaluation of teachers pursuant to section 3319.112 of the Ohio Revised Code. Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework which is aligned with the *Standards for the Teaching Profession* adopted under state law.

Evaluation Timeline

District administrators evaluate teachers in accordance with ORC 3319.111 and 3319.112.

Evaluations include two formal observations at least 30 minutes each and periodic classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

District Administrators will evaluate teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy at least every three years.

The Board will evaluate teachers receiving effectiveness ratings of Skilled at least every two years. Evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year.

Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

Retention and Promotion

District Administrators use evaluation results for retention and promotion decisions. The Board adopts procedures for use by District administrators in making retention and promotion decisions based on evaluation results.

The Board and administration shall not base a decision to nonrenew, terminate or deny a continuing contract to a teacher based on value-added data or other student growth measures prior to June 30, 2016. Furthermore, such decisions will not be made on any individual member without a minimum of three years of student growth data for that member.

Poorly Performing Teachers

District Administrators use evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

[Adoption date: June 24, 2013]
[Revised: October 13, 2014]

LEGAL REFS: ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.58
Chapter 4117
OAC 3301-35-05

CROSS REFS: AF, Commitment to Accomplishment
GBL, Personnel Records
GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

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R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Worthington City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Worthington Education Association, effective from July 1, 2026-June 30, 2029.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education and Workforce.

Treasurer 5-11-26 Date

Superintendent 5-11-26 Date

Board President 5-11-26 Date