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MASTER CONTRACT

between the

WAYNEDALE LOCAL EDUCATION ASSOCIATION

and the

WAYNEDALE LOCAL BOARD OF EDUCATION
(WAYNE COUNTY, OHIO)

EFFECTIVE

July 1, 2026
through
June 30, 2029

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ARTICLE I - RECOGNITION

A. The Waynedale Local Board of Education (hereinafter "Board") does hereby recognize the Waynedale Local Education Association (hereinafter "Association"), an OEA/NEA affliate as the sole and exclusive representative for all certificated/licensed personnel for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code and all other employment related matters. Excluded from the bargaining unit includes management level employees, supervisory employees, confidential employees, and employees in any other bargaining unit.

Recognition of the Association shall continue in full force and effect until such time a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Rev. Code § 4117.05 and § 4117.07.

All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work, and shall not be subcontracted or assigned outside of the bargaining unit.

B. DEFINITIONS

1. The term "teacher" as used in this Contract shall refer to those persons included in the bargaining unit, including those in B2 and B3, below.

2. The term "tutor" shall mean LD or Title 1 tutor, where benefits and rights are limited as a result of the position being paid hourly and part-time. Thus, tutors shall be excluded from the rights provided by Articles V, VI, VIII, IX, and X. Further, leaves of absence and insurance shall be prorated on an hourly basis using seven (7) hours daily average as full-time. Tutor contracts shall continue to be one-year limited contracts which are automatically nonrenewed upon their expiration without notice. Tutors may not be granted continuing contract status as a tutor. When applying for a regular teaching position, a tutor will be provided with a preference over outside candidate(s) in those circumstances when, in the determination of the Administration, the qualifications of such outside candidate(s) under consideration and those of the tutor applicant are deemed to be equal.

3. Substitute

   a. The term "substitute" means a certificated/licensed person approved by the Board to monitor a class who is a casual or temporary employee.

   b. If a substitute teacher works in one position for more than sixty (60) workdays, he/she shall be given a regular limited contract and become a part of the bargaining unit compensated at the BA-0 step of the salary schedule (or higher if provided by law) with all rights under Articles III, VII, IX, X, XI, XII, XIIIA, XIIIB, XIIIC, XVI, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI and XXVII of the Master Contract, except:

      1) The Board shall not be required to evaluate the teacher unless the teacher works one hundred twenty (120) days or more in that contract year. [Note: Any evaluation timelines pursuant to Article III shall only be mandatory if they occur one (1) calendar month or more after the date of hire.];

2) The Board shall not be required to follow the requirements of Article VIII and any contract granted automatically expires at the end of the year; and

3) Personal leave will be prorated on the basis of one (1) day for each sixty-one (61) days employed for persons employed under this Section.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. NEGOTIATING TEAMS

1. Each party shall designate a negotiations team of up to five (5) members which may include one (1) consultant at the full cost of the party using such consultant. All negotiations shall be conducted exclusively between said teams.

2. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that the respective bargaining teams shall be clothed with the necessary power and authority to make proposals and counter proposals, to indicate tentative agreement on behalf of the parties, and to negotiate in good faith.

3. In addition to the one professional consultant permitted on the team of each party, the parties may call upon professional and lay consultants to assist in negotiations. The expense of such consultants shall be borne by the party requesting them. Only one such additional consultant may be permitted at any one time in the room where negotiations are taking place.

B. SUBMISSION OF PROPOSALS AND MEETINGS

1. No earlier than one hundred twenty (120) and no later than ninety (90) days prior to the expiration of the existing Contract, either party may notify the other of a desire to commence negotiations for a successor Contract.

2. It is the responsibility of the requesting party to submit appropriate notices to SERB pertaining to initiation of the negotiations procedure.

3. Both parties shall meet and exchange initial proposals at the first negotiations session. Once initial proposals are exchanged, no new items may be introduced unless mutually agreed to by the parties. Initial proposals shall be in writing and suitable for inclusion in the Contract.

4. The second meeting shall be held no later than ninety (90) days prior to the expiration of the Contract unless mutually agreed otherwise.

5. All negotiations shall be in executive session unless otherwise mutually agreed.

6. Either team shall have the right to recess negotiations for independent concerns for a reasonable period of time [i.e. thirty (30) minutes].

7. Meetings shall be limited to a reasonable period of time [i.e. three (3) hours].

C. EXCHANGE OF INFORMATION

The Board and the Association agree to furnish to each other within a reasonable period of time upon reasonable request made in writing, all available public information pertinent to and which will assist the parties in evaluating proposals under negotiations. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

D. RELEASE OF INFORMATION

Both parties agree not to release information concerning negotiations to persons or groups other than the Board or the Association without mutual consent. This includes release of information to the news media.

E. AGREEMENT

1. When tentative agreement has been reached on an item, it shall be reduced to writing and shall be initialed by the chief spokesperson of each respective party. When all items have been tentatively agreed to, they shall comprise the tentative settlement that shall be considered for ratification by the Association and for adoption by the Board using the below listed procedure.

2. The total tentative agreement, once reached, shall include the following provisions in writing:

    a. Provisions of the Contract; and

    b. Date that said provisions are to be implemented.

3. Within five (5) calendar days of the negotiations session where total tentative agreement is reached, the total tentative agreement shall be presented by the Association team to the Association general membership for ratification.

4. Once the contract has been ratified by the Association, the Board shall, at its next regular or special Board meeting, but no later than ten (10) calendar days from the date of ratification by the Association act upon the total tentative agreement.

5. When ratified by both parties, the contract shall be executed by representatives of the Association and the Board and shall constitute a binding Contract between the parties for the period of time as determined in the Contract. The Board shall make the necessary revisions in Board policy if in conflict with this Contract.

6. The signed contract shall be printed in a half-page booklet form in sufficient quantity for all teaching staff, administration and the Board within thirty (30) days, or as otherwise agreed, of signing. The cost of printing will be approved, in advance, and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party. The cover of the contract will be mutually developed.

F. IMPASSE PROCEDURES

1. If, fifty (50) calendar days before the expiration of the existing Contract, the parties are unable to reach an agreement, either party may request the services of a

mediator from the Federal Mediation and Conciliation Service or another mutually agreed upon mediator/mediation service to assist the parties in resolving the remaining issues. Each party shall bear its own costs associated with the chosen dispute resolution method, and the parties shall share equally any common costs, unless otherwise agreed.

2. Mediation, as set forth above, constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.

3. If there has been no settlement by the expiration date of the collective bargaining Agreement, the employees shall have the right to strike as outlined in O.R.C. 4117.14(D)(2).

4. The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in O.R.C. 4117.14, which statutory time limits and procedures are hereby mutually waived, except O.R.C. 4117.14(D)(2).

G. GENERAL PROVISIONS

1. For purposes of the provision, "days" shall mean days when school is in session during the school year; and during the summer, "days" shall mean weekdays (Monday thru Friday) excluding legal holidays.

2. Negotiations shall be conducted in good faith. "Good faith" shall be defined to include adherence to these procedures and a willingness to react to the other party's proposal. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.

H. NO STRIKE CLAUSE

Neither the Association, its agents, nor any bargaining unit member shall strike as defined in Ohio Revised Code 4117.01 (H) during the term of this Contract.

ARTICLE III - EVALUATION

A. The purpose of evaluations is to improve instruction and make the record of employment performance (along with other written administrative reports concerning the teacher). The Board shall evaluate all teachers prior to taking nonrenewal action pursuant to this Article and Article VIII herein.

B. Certificated/Licensed staff with **less than 50% of their time in providing content related student instruction** shall be evaluated as follows:

1. Teachers may be evaluated as often as the building principal desires provided there is a demonstrated need for more formal observations and evaluation in addition to those provided for in this Section. Each teacher shall be assigned to only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrators for said teacher during the school year. In making the evaluation, any said input shall be provided to the teacher as part of the evaluation process.

2. Observations may be made as often as necessary and will continue not to be used malevolently. (This shall not preclude incidental observations.)

   a. The first observation shall take place before December.

   b. There shall be at least four (4) weeks between each observation.

   c. Normally observations will not be conducted after March, since if deficiencies are found there may be insufficient opportunity to satisfactorily correct the deficiency.

3. If there are areas, based on the Professional Standards for Teachers, which are judged to be deficient by the principal, these areas shall be noted on the evaluation form together with specific written suggestions by the principal for correcting such alleged deficiencies. These suggestions may include direct help and assistance by the principal. If there are other concerns/ideas of the principal, but not deficiencies, these may also be shared with the teacher along with suggestions, but only verbally.

4. The evaluator shall indicate whether or not the teacher's overall teaching performance is satisfactory or unsatisfactory and the basis for this conclusion.

5. Formal observations will be preceded by at least one (1), but not more than ten (10) working days' advance notice.

6. Failure to follow this procedure by the Administration must be documented by the administration that a teacher avoided observation.

C. For those bargaining unit members where **50% or more of their time is providing content related student instruction**, evaluations shall be completed pursuant to the **Ohio Teacher Evaluation System**. The District has developed an OTES Handbook which is to be updated when applicable. Any changes to the OTES Handbook will be incorporated in this Agreement when made and shall be applicable to those bargaining unit members with 50% or more student contact time. To the extent any provision of this section is inconsistent with the OTES Handbook, the OTES Handbook shall prevail.

1. Evaluation criteria will be explained to the staff before formal classroom observation. The Board will be responsible for providing training for bargaining unit members to assist them in understanding how the evaluation system will be applied. Evaluations will be done on the forms set forth in the OTES Handbook. Evaluations done on other than the official form shall not be considered valid by the Board.

2. The teacher evaluation procedure contained in this Agreement applies to the following employees of the District:

   a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

   b. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.

   c. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who

spend at least fifty (50) percent of their time providing content-related student instruction.

d. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

3. The evaluator will not be a bargaining unit member.

4. The criteria for a performance assessment will be:

   a. Assessed based on the standards for the teaching profession.

   b. No misleading, inaccurate, or untimely information may become part of a teacher's performance assessment.

   c. No information shall be collected through use of videotaping or audio taping without the teacher's knowledge and consent in lieu of a direct evaluation observation.

   d. The District shall not conduct an evaluation for any teacher who:

      1) Was on leave for fifty percent (50%) or more of the school year;

      2) Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

      3) Is a substitute teacher.

5. There will be at least four (4) weeks between observations when appropriate per OTES handbook. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

6. All formal observations of a teacher to be used in evaluation shall be in writing and shall be recorded on the approved evaluation form. Observations and evaluations have been and will be conducted with the full knowledge of the teacher.

7. Each formal observation shall be at least thirty (30) continuous minutes in the classroom when the teacher is in the performance of his/her regularly contracted duties as a teacher. The public address system and all other electronic recording devices shall not be used to conduct observations. The evaluator may observe a teacher that is not teaching in the confines of the school building but is teaching virtually through a virtual/remote method. The virtual teacher shall be notified in advance when his/her performance will be observed virtually and such observation shall not be recorded. The virtual observation and the time of observation shall be mutually agreed upon in writing by both parties before a virtual teacher can be observed electronically/virtually.

8. Within ten (10) school days following a formal observation, when appropriate per OTES Handbook, a conference to evaluate shall be held between the evaluator who observed the teacher and the teacher who was observed. The teacher shall be given three (3) days' notice prior to the conference. At this conference, the teacher observed shall receive a signed copy of the evaluation instrument.

9. At the end of an evaluation conference, when appropriate per OTES Handbook, both the teacher and the evaluator shall sign and date the evaluation form. The teacher's signature shall indicate only that he/she has read the evaluation. It shall further be the teacher's right to attach a statement of rebuttal to any evaluation form. The rebuttal statement shall be initialed by the principal to signify he/she has read it and shall thereafter be considered a part of the evaluation form. If a rebuttal is not submitted by the teacher, this will be interpreted to mean that the teacher agrees with the principal's evaluation.

10. Both the teacher and the administrator shall have the right to the presence of no more than two (2) individuals of their choice to be present at the evaluation conference. Either party wishing to be accompanied at the conference shall notify the other party, at least the day prior to the conference, of who will be at the conference with them. Failure to notify will be grounds for not allowing the individual to be represented at that particular conference.

11. Evaluations or observations shall not be scheduled the first day back from sick leave or the workday before Thanksgiving, Christmas break or spring break, unless such a delay would interfere with the timelines of this Article. If due to an approved leave of absence or extended sick leave, a teacher's observation or evaluation timelines cannot be met, those timelines will be extended for a period equal to the length of the leave or absence due to illness.

12. The supervising principal and the Superintendent and/or his/her designee will meet with the bargaining unit member and Association representative prior to nonrenewal, suspension, or termination to give the reasons for the recommendation. The reasons given shall be specifically stated in writing if requested by the bargaining unit member.

13. Walkthrough(s)

    a. A walk-through is an informal observation for a limited time period that will normally not exceed fifteen (15) minutes.

    b. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

    c. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared, in writing, with the teacher within two (2) workdays of the walk-through.

14. High Quality Student Data (HQSD) and Personal Growth (PGP) will be embedded during the pre-conference discussion (during off years this will be self-directed).

    a. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

    b. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

    c. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor

assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

d. All new vendor assessments shall be piloted prior to being used as a source of HQSD, subject to the following;

1) Participation in the pilot is voluntary.

2) All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.

3) Teachers participating in the pilot shall be given release time to train, meet, and reflect on the vendor assessment each year of the pilot where necessary.

e. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

1) Knowledge of the students to whom the teacher provides instruction;

2) The teacher's use of differentiated instruction practices;

3) Assessment of student learning;

4) The use of assessment data;

5) Professional responsibility and growth.

f. Recognizing that teachers are the experts in their profession, teachers will have the ability to make decisions in the selection of the source of HQSD unless required by law (Value Added).

1) The teacher must have at least two (2) sources of HQSD meeting the criteria above.

2) Sources of HQSD shall be formally agreed to by the assigned evaluator and teacher.

g. No Evaluation Factor shall be impacted by student performance on a test or tests.

h. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

15. Professional Growth and Improvement Plans

a. Teachers whose evaluation rating is Accomplished/Skilled shall develop a self-directed professional growth goals.

b. Teachers whose evaluation rating is Developing shall develop professional growth goals with their assigned evaluator during the evaluation process beginning during the pre-conference, pursuant to the terms of this agreement.

c. The evaluator together with the teacher whose evaluation rating is Ineffective will formulate the Improvement Plan. The Improvement Plan should include:

1) specific performance expectations, resources and assistance to be provided,

2) the District will provide for the allocation of financial resources to support professional development for staff on improvement plans.

3) timelines for its completion,

4) two professional indicators documented as ineffective through the formal evaluation process,

5) reasonably sufficient time (not less than six (6) weeks for a plan resulting from two (2) "ineffective" summative performance ratings; One (1) year if an Improvement Plan developed due to "approaching average" and/or "least effective" on the value added portion of the evaluation) and duration, as to allow the teacher to improve performance to a satisfactory level

6) If the final evaluation indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

7) In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the teacher may request an administrator of the District to facilitate further discussion between the teacher and the evaluator.

d. The teacher shall be entitled to Association representation to any and all conferences in this evaluation procedure.

16. Completion of Evaluation Process

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be retained by the teacher.

Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

The Superintendent shall annually file a report to the ODE including only the following information:

a. the number of teachers for whom an evaluation was conducted;

b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

18. Any alleged violation of the evaluation procedures shall be subject solely to the grievance procedure set forth in Article XXV.

19. Failure by the District to adhere to any timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher at their current contract status. If timelines are missed by administration due to bargaining unit member failure to adhere to timelines or conditions, the evaluation will proceed as set forth in this document. The timeline may be extended if mutually agreed upon by both the teacher and the evaluator. This agreement must be in writing.

20. Basis for Termination

The contract of a teacher may be terminated by the Board for good and just cause consistent with ORC 3319.16.

D. APPRAISAL REVIEW COMMITTEE (ARC)

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Appraisal Review Committee (ARC) will be formed with four (4) members appointed by the Association and three (3) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and the Association for the adoption of improvements in the evaluation process and/or any corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the Board and approved by the Association. The ARC will meet as determined by the Committee.

ARTICLE IV - REDUCTION IN STAFF

A. REASON(S)

When by reason of decreased enrollment of pupils (in grade levels or in subject areas), return to duty of regular teachers after leaves of absence, changes in course offerings, suspension of schools or territorial changes affecting the District, financial reasons, or loss of a federally-funded position due to loss of Federal funds, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.

Not less than twenty (20) days prior to any Board action to suspend contracts pursuant to a reduction in force, the Superintendent will meet with the Association President to discuss the reasons for the proposed reduction.

B. PROCEDURE

1. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.

2. Bargaining unit members shall notify the Superintendent or his/her designee in writing of his/her intent to request leave, retire, return from leave or resign.

3. To the extent that reductions are not achieved through attrition, and circumstances permit, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:

    a. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:

        1. First, limited contract teachers shall be reduced first utilizing the following order:

            a) Licensure/Certification
            b) Competency as determined by formal evaluation
            c) When evaluations are comparable, seniority in the District shall prevail.
            d) Comparable will be defined as follows:
                1. All teachers defined as “Accomplished”, “Skilled” or “Developing” will be deemed comparable to one another;
                2. All teachers defined as “Ineffective” will be deemed comparable to one another.

        2. Second, continuing contract teachers shall be reduced utilizing the following order:

            a) Licensure/Certification
            b) Competency as determined by formal evaluation
            c) When evaluations are comparable, seniority in the District shall prevail.
            d) Comparable will be defined as follows:
                1. All teachers defined as “Accomplished”, “Skilled” or “Developing” will be deemed comparable to one another;
                2. All teachers defined as “Ineffective” will be deemed comparable to one another.

4. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Part-time service shall be credited on the seniority lists according to the percentage of full-time that the teacher served each year. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the WLEA president by November 15th of each year. The WLEA president will return the list with any corrections by December 15. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently

certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.

5. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

   a. the date of the Board meeting at which the teacher was hired; and then by

   b. the date the teacher signed his/her initial employment contract in the District; and then by

   c. the date of the application, if it can be determined; and then by

   d. any remaining ties will be broken by lot.

6. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

7. Layoff shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force.

8. Using the criteria in this provision, the District will establish the order which members' contracts are suspended and will recall members in reverse order.

C. NOTICE

The Board shall notify every affected teacher and the Association President of those teachers being released, and provide a copy of the Reduction In Staff (RIS) seniority list at least ten (10) calendar days prior to formal Board action to implement the RIS. As each person is reinstated, the Board shall notify the Association President.

D. RECALL

1. The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to twelve (12) months from the date of Board action. Teachers on the recall list will have the following rights.

2. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of each teacher on the recall list who is qualified according to these provisions.

   If a teacher on a recall list accepts full-time employment with another school district in a position requiring a certificate/license, and has determined not to return to the Waynedale Local Schools, the teacher shall so notify the Superintendent immediately and will be removed from the recall list.

3. Teachers on the recall list will be recalled in reverse order of layoff for vacancies in areas for which they are certificated/licensed.

4. It is the teacher's responsibility to keep the Board informed of his/her current address. Each teacher is required to respond by certified mail to the District Office as to whether or not the position will be accepted. The most senior of those responding will be given the vacant position. Any teacher who fails to respond or

who declines to accept the position within ten (10) calendar days will forfeit all recall rights.

5. Any bargaining unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.

6. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.

7. If a position initially abolished is reinstated or if a new position(s) is established, an attempt will first be made to fill the vacancy from teachers on the recall list prior to filling such vacancy.

8. Consistent with COBRA and where group insurance policies permit, a teacher whose contract has been suspended may continue to participate in those benefits which are provided to those teachers in active employment provided that the teacher pays the total premium to the Board Treasurer one (1) week prior to the date the Board normally pays the premiums to the company.

9. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

E. BUMPING

1. A bargaining unit member(s) whose position(s) are RIFed shall have the right to bump the least senior person with a comparable or lesser rated evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification/licensure with a comparable or lesser rated evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.

2. Written notice of intent to exercise bumping rights must be given to the Superintendent in writing, with a copy to the Association president, within five (5) days of receipt of the written notice of intent to RIF notification. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association president. All written notifications will be sent the same day using electronic mail.

ARTICLE V - CONTRACTS

A. LIMITED CONTRACTS

1. Upon initial employment, unless eligible for and offered a continuing contract as per Section B, below, a teacher shall be issued regular teaching contracts as follows until eligible for and offered a continuing contract.

   a. First, second and third year: one-year limited probationary contracts

b. Followed by no more than two (2): two-year limited contracts

c. All succeeding contracts: three-year limited contracts

d. The Board, at its sole discretion, may shorten the amount of time it takes to move in the sequence of contracts from A.1a to A.1b (e.g. hire a new employee under a two-year limited contract to be followed by a two-year).

2. Any teacher eligible for a multi-year limited contract may be given a limited contract of lesser duration provided that such teacher is notified on or before April 15 with written sufficient reasons as to why he/she is not being given the appropriate length multi-year contract (said reasons to be reflected in the evaluation process).

3. Each teacher will be provided a written contract in keeping with the Ohio Revised Code. The regular individual contract will include;

a. name of teacher;

b. name of school district and Board of Education;

c. Type of contract (limited/continuing) and duration, if limited; and

d. annual salary to be paid or the initial year if on a multi-year limited or continuing contract.

B. CONTINUING CONTRACTS

Continuing contracts shall be issued in accordance with Ohio Revised Code.

C. CONTINUING CONTRACT ELIGIBILITY

1. Procedure For Consideration of Continuing Contract Status

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file, by March 1 of the school year of tenure eligibility, either:

a. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998, in accordance with Ohio Revised Code 3319.22; or

b. A Professional Educator's License issued after October 29, 1996, and proof of either of the following:

1) If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

2) If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of

graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.

c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

1) Holds a professional, senior professional or lead professional license;

2) Has held an educator's license for at least seven (7) years; and

3) Has completed either of the following;

(a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

(b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

The teacher must have taught for at least three of the last five years in the Waynedale Local School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Waynedale Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

2. Satisfaction of tenure eligibility requirements does not automatically confer a continuing contract. A teacher who has not previously held a continuing contract in Ohio meeting the requirements may be granted a continuing contract, or up to a two (2) year limited contract with reasons directed at professional improvement, or non-renewed. A teacher who has previously attained a continuing contract earlier, may only be granted a continuing contract or non-renewed by the end of the second year in Waynedale Local Schools. However, failing action by the Board of either nonrenewal or granting up to a two (2) year limited contract with reasons directed at professional improvement by April 30 in the year considered, a continuing contract will be automatically conferred.

3. **Extended Limited Contracts**

The Superintendent may recommend reemployment of a teacher eligible for tenure, where continuing contract status has not been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the thirtieth (30th) day of April. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract

differs from that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

D. SUPPLEMENTAL DUTIES

All teachers employed by the Board and paid to perform supplemental duties as per Article XV, herein, shall be provided a supplemental contract. Individual Board approved paid extra duties will be provided a supplemental or be provided payment by time slip unless such practice is disallowed by the State Auditor. Sequence of contracts is not applicable to supplemental contracts.

E. PROFESSIONAL LICENSURE

Consistent with Ohio law, it shall be the responsibility of all bargaining unit members to maintain valid certification/licensure for positions they were employed and/or are assigned to teach. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate certification/licensure.

ARTICLE VI - VACANCY AND TRANSFER

A. ASSIGNMENTS

Changes in a teaching assignment for the following school year shall be provided for each full-time teaching employee not later than June 15. However, correct and proper operation of the school district might require additional changes in teaching assignments after June 15.

Prior to March 31st of each school year, each teacher will be given the opportunity of expressing any desired change in assignment by completing the Staff Survey and Transfer Request Form. A teacher who requests consideration for a vacancy will be notified of a vacancy in the area stated on the teacher's Staff Survey and Transfer Request Form. During the summer break, such notification shall be by the District's website and via email. Completion of the form does not guarantee request will be granted.

B. VACANCIES

1. A vacancy, as determined by the Board/Administration, may result from creation of a new position, resignation, leave of absence, retirement, nonrenewal or termination. For purposes of this Article, a vacancy shall be deemed to exist at the time the administration has confirmation that an opening is going to exist.

2. Notice of Vacancies

   a. During the school year, vacancies shall be announced through school email. Teachers desiring the announced positions have five (5) days from the date of the announcement to indicate their interest to the Superintendent.

   b. During the summer months, announcements will be emailed

   c. After July 1 until the start of the school year, all vacancies shall be posted internally and externally concurrently due to time constraints.

3. Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but as creating an opportunity for bargaining unit members to indicate an interest in transferring to such position.

4. a. Bargaining unit members who possess the proper certification/licensure for the position at the time the position is to be filled will be given first consideration for the vacancy before July 1, and should request an interview with the Superintendent or his/her designee to discuss the vacancy and qualifications. "First consideration" is defined to mean that interested current teacher(s) will be provided with a preference over outside candidate(s) in those circumstances when, in the determination of the Administration, the qualifications of such outside candidate(s) under consideration and those of the current teacher applicant(s) are deemed to be equal.

   b. Any teacher who is interviewed and denied the opportunity to fill a vacancy may request an explanation from the Superintendent/designee.

5. This provision shall not preclude filling a position on a temporary basis for the remainder of a given school year (i.e. vacancy due to leave of absence).

C. INVOLUNTARY TRANSFERS

1. Transfers will be on a voluntary basis normally. However, correct and proper operation of the school district might require that involuntary transfers be made.

2. In making involuntary transfers, the wishes of the individual teacher will be honored, to the extent that these considerations do not conflict with the instructional requirements and best interests of the District, building(s), and the pupils.

3. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and/or Superintendent/designee where the basis for the transfer will be stated.

4. This Section refers to transfers from one building or subject to another.

5. Any teacher involuntarily transferred for reasons other than previous low evaluations or performance will be given first priority for transfers requested as per Section B, above. An exception would be staff reduction transfers which would have first priority.

ARTICLE VII - PERSONNEL FILES

A. The only official personnel file shall be maintained in the Board offices. The purpose of these files is to serve as the official repository of records pertinent to the bargaining unit member's employment and professional responsibilities.

B. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, work, character or personality before it is placed in his/her personnel file. The teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The teacher's refusal to sign shall not preclude the material from being placed in the file with the appropriate notation indicating lack of signature. His/her signature shall not indicate agreement with the content of the material,

but only indicate that the material has been inspected by the teacher. He/she shall also have the right and opportunity to reply to such critical material in a written statement to be attached to the filed copy. Any teacher shall be given one copy of each material placed in his/her personnel file. Upon written request of the teacher, the personnel file may be viewed during regular office hours when the teacher is not specifically assigned to classroom duties, in accordance with provisions of the Family Educational Rights and Privacy Act in the presence of the Superintendent or his/her designee. Copies of material beyond one (1) shall be paid for at the Board's cost of reproduction.

C. It is understood that excluded from the above shall be any pre-employment confidential references or documents.

D. All documents included in a teacher's personnel file shall be dated.

E. The file may not contain material that is not accurate, relevant, complete, timely, or identifiable as to source.

ARTICLE VIII - TERMINATION AND NONRENEWAL

A. "Probationary" employees are teachers who have not yet completed three (3) full years under a limited contract with the District. Probationary employees are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before April 30. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date. This provision shall supersede and replace Ohio Revised Code 3319.11 with respect to probationary employees.

B. The following applies to teachers following the third (3rd) year of service in the District and thereafter.

1. When it becomes necessary to recommend the nonrenewal of a teacher on a non-probationary limited contract, the teacher shall be contacted in writing prior to June 1 and at least seven (7) calendar days prior to any meeting by the Board to consider nonrenewal action. Additionally, the Superintendent will notify any teacher he/she intends to recommend for non-renewal by April 30.

2. A teacher so notified has the right to a hearing before the Board, with counsel/representative, in order to present evidence, and may have witnesses speak on his/her behalf.

3. The reasons for nonrenewal shall be in writing and must be specific in nature and for just cause concerning the teacher's misconduct, poor job performance, issues of moral character, and/or professionalism.

4. The Board will consider the evidence as presented and make its determination for continued employment or nonrenewal based upon the facts as presented.

5. These provisions shall not apply to any action of nonrenewal of supplemental contracts.

6. It is the intention of the parties that the provisions of Section B shall supersede and replace the provisions of R.C. 3319.11 that relate to the non-renewal of a teacher's limited contract; and appeals of teacher non-renewals shall only be through the grievance procedure (Article XXV) of this Agreement, beginning at Level Four, binding arbitration.

C. Termination of an individual contract during its term shall be in accordance with ORC 3319.16 and 3319.161.

ARTICLE IX - WORKDAY

A. The teacher workday shall be 7.5 hours a day including lunch.

B. Deviation from regular starting and ending times is permitted by building if mutually agreed upon by the building principal and the individual teacher. The procedure of requests for flextime at the elementary shall continue.

C. Before and after school duties shall be compensated pursuant to the supplemental salary schedule to the extent that they extend beyond the teacher workday.

D. Arrangements for a plan period shall be made by the Administration for an elementary teacher who is a head coach when possible.

E. Student contact time shall not exceed six (6) hours per day unless the teacher and the Association agree to be assigned more than six (6) hours' student contact time. The teacher will be compensated proportionately at his/her daily rate.

F. Included in the teacher workday shall be a thirty (30) minutes duty-free uninterrupted lunch.

G. Teachers at the high school and middle school shall have at least one (1) planning period per day during the student day of no less length than at least forty (40) continuous minutes. All elementary teachers shall receive planning time of no less than two hundred (200) minutes per week in addition to the time before and after classes start and end. Reasonable efforts will be made by the Administration to provide elementary teachers with at least one (1) planning period per day during the student day of no less length than at least forty (40) continuous minutes. Specialists shall get at least forty (40) continuous minutes per day during the student day for planning in addition to any travel time. Tutors working full-time shall be provided at least two (2) twenty (20) minute breaks per day to be scheduled by the Administration.

H. Teachers shall not be required to use their planning time or time outside the workday for inclusion and team teaching planning.

I. Normally, elementary teachers shall not be required to stay in the classroom while special area subjects are being conducted. Exceptions would be for continuity or special programs.

J. Principals may schedule two (2) building meetings per month which may result in an extension of the workday as described above for a maximum of one (1) hour each outside the workday. All meetings will be preceded by a twenty-four (24) hour advance notice, except in emergency.

Teachers shall be expected to attend these meetings. Additional meetings may be called on an emergency basis to insure the health and safety of the students and staff.

K. The Board shall make every reasonable effort to obtain a substitute for absent special teachers (art, music, and physical education).

L. A class shall not be conducted unless under the supervision of an assigned certificated/licensed person.

M. Staffings, IEP conferences, and intervention meetings shall be scheduled during the regular workday if at all possible.

N. Bargaining unit members shall not report to work when calamity days are declared.

ARTICLE X - WORK YEAR

A. Unless a teacher has additional responsibilities under a supplemental contract or a teacher has an extended time contract, except as later provided in this paragraph, the teacher's work year shall not be longer than one hundred eighty-four (184) workdays, including not more than one hundred eighty (180) student contact days (185 for teachers new to the District). Beginning with the 2027-2028 school year, the teacher's work year shall not be longer than one hundred eighty-five (185) workdays, including not more than one hundred eighty (180) student contact days (186 for teachers new to the District). One day shall be a non-student workday for the teacher to be set by the teacher between August 5 and the beginning of the school year where the teacher is required to check in with the building office on the day he/she works. Martin Luther King Day shall be scheduled as a holiday for all staff. In addition to the above, the District can require a maximum of four (4) additional days per work year with paid extended time for in-service/ professional growth meetings in the District. These days shall be adopted as part of the school calendar and may not be scheduled on weekends, holidays, winter break, spring break, or summer recess (except the week before and the week after the student school year), but may be scheduled attached at the beginning or end of the regular work year. Other extended time for building/grade level/ department not contained in these days may be offered by the District.

B. Days missed due to school closing for weather or other calamity shall not be made up unless required by the State Department or the number of calamity days exceeds five (5) days. Scheduling of make up days for days of closing during the current school year to be made up during the current year shall be done at the time of adoption of the school calendar for the next school year.

ARTICLE XI - WORKING CONDITIONS

A. EQUAL OPPORTUNITY

No bargaining unit member will be discriminated against for reasons of race, color, creed, national origin, sex, age, religion, or disability.

B. ACADEMIC FREEDOM

The teacher shall have the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage an understanding of the educational subject matter so long as such right is exercised within the bounds of professional responsibility and Board educational philosophy and curricula and the adopted course of study.

C. DUTIES

1. Duties, during the workday, other than paid supplemental duties, will be equitably assigned.

2. Any duty, outside the workday, not paid or under supplemental contract, shall be voluntary.

D. CERTIFICATES/LICENSES

1. Teachers shall not be assigned to a position from which they are not properly certified/licensed, except on a temporary basis due to an emergency situation.

2. The Board shall reimburse all members of the bargaining unit for all certificate/license applications and renewal fees within thirty (30) days of submission of the proof of expenditure; however, should a bargaining unit member voluntarily terminate his/her employment with the District (via resignation or retirement) during the life of this Contract, any reimbursement paid under this Section will be automatically deducted from the teacher's last paycheck.

E. STUDENT MEDICAL NEEDS: DRUGS

Except in emergency situations, or while on field trips, or as otherwise provided by the terms of an IEP or 504 Accommodation Plan, teachers may be requested but not required to attend to student medical needs.

F. NOTIFICATION OF COMMUNICABLE DISEASES

With due regard and respect for student privacy, teachers with a need to know to whom the student is assigned will be notified of known communicable diseases carried by the student, except as otherwise restricted by law.

G. STUDENT CONCERNS

1. When the Administration has information that a student has a history of violent physical behavior and that information is not otherwise protected by Federal or State law, teachers who have need to know will be apprised of the student's history of physical violence.

2. Each building staff, working cooperatively with the principal, will develop guidelines for a building discipline plan to include teachers sending pupils to the office and the disposition of related problems.

H. DUE DATE OF STUDENT GRADES

There shall be at least a minimum of three (3) working days (inclusive of calamity days) between the close of a grading period to the time grades are due, except at the end of the school year.

I. PARENT/TEACHER CONFERENCES

If building or District-wide parent/teacher conferences are scheduled by the Administration and/or Board outside the workday, commensurate release time shall be scheduled as follows:

1. First semester will be determined by the Superintendent with input from the Association; and

2. Second semester will be scheduled the Friday of the same week.

J. RESIDENT EDUCATOR PROGRAM

The Resident Educator Program will align with the requirements of the legislature and the Ohio Department of Education. The Association and Board will work collaboratively to determine an aligned plan.

The Superintendent and/or designee and the WLEA president and/or designee shall meet to resolve any concerns, conflicts, or issues that relate to the Resident Educator Program.

1. Restrictions

   Any or all materials jointly developed by resident educator/mentor shall not be developed or utilized as a remediation program.

2. Compensation

   a. Release time shall be provided to the mentor teacher and/or resident educator as mutually agreed upon with the building principal.

   b. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and mentor teacher.

   c. In addition to the mutually agreed upon released time, each mentor teacher shall receive a stipend of One Thousand Dollars ($1,000.00) per school year. The stipend is to be paid in the last pay of May of that school year. The mentor teacher coordinator shall receive an additional Five Hundred Dollars ($500.00) per school year for his/her role as coordinator.

   d. The district will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

3. Resident Educator

   a. Each resident educator shall be provided with the opportunity to consult/observe other teachers both within and outside of the district.

   b. The resident educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her mentor, attending recommended workshops, assessment preparation, etc. The release time shall be coordinated and approved by the building principal/immediate supervisor.

   c. The resident educator is not required to complete an IPDP or to utilize the LPDC process.

4. Protections

   a. Other than a notation to the effect that a teacher served as a Mentor teacher, the teacher's activities as a Mentor teacher shall not be part of that resident educator’s evaluation.

   b. No resident educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.

c. In the event that the district does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

d. Mentor teachers shall not participate in the evaluation of any resident educator.

e. Mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

f. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/resident educator discussions.

g. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.

h. At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. The mentor and the resident educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

i. Mentor teachers shall communicate directly with the resident educators and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor, or other teacher.

j. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a resident educator.

k. The regular evaluation of the mentor teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

K. PAYCHECKS

1. All employees shall be paid through direct deposit with employees receiving electronic confirmation of deposit.

2. Bargaining unit members shall be paid in twenty-four (24) pay periods per year with pay dates on the 15th and the 30th of each month, unless the 15th or 30th is on a Saturday, Sunday, or nonbanking day. In that event, the pay date shall be on the closest banking day preceding the 15th or 30th.

L. PAYROLL DEDUCTIONS

1. See Article XII/A for Association Dues/Fees.

2. Payroll deductions shall also be made available for the following purposes:

a. Credit Union

b. Tax-sheltered annuities if three (3) people request the same annuity. The Board shall allow self-directed annuities to be deducted from the employee's pay with thirty (30) days' notice to the Treasurer. If a company is not qualified to offer annuities in the School District, a bargaining unit member may change his/her contract or enter into a new contract for tax-sheltered annuities (403B). The bargaining unit member(s) must obtain a "hold harmless" agreement from that company in a form acceptable to the School District and if the School District would be required to provide the IRS an Audit of Annuity Accounts, those participating employees agree to split the annual fee of up to Fifty Dollars ($50.00) for any school year that the bargaining unit member has a contract with such company where there are not at least three (3) bargaining unit members who have a contract with such company. Companies being used as of June 1, 2000 are excluded from this requirement and may be continued. All annuities will be dispersed to the companies within thirty (30) calendar days of the receipt of the bill from the annuity company.

c. Insurances

d. Ohio Fund

e. Purchasing Service Credit - Deductions for purchasing service credit for the retirement system shall be allowed each pay.

f. Any of the above voluntary deductions may be changed, added to or deleted with a fourteen (14) calendar day notice to the Board Treasurer.

M. PUPIL-TEACHER RATIO

The pupil-teacher ratio shall meet or exceed the state minimum standards. There shall be no less than forty (40) classroom teachers per 1,000-Basis ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1, 000 students. For purposes of this Section, "classroom teacher" and "ESP" shall be defined as per ORC 3317.023.

N. COMMITTEE PARTICIPATION AND REPRESENTATION

1. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.

2. The Association shall have the right to appoint at least one (1) person but no more than three (3) to be seated on any District-wide committee or building committee (established after the effective date of this Agreement) that has members other than just Board members, the Board Treasurer, and administrators. Any teacher on a committee will not have the authority to bind the Association.

3. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

O. PARENTAL COMPLAINTS

1. If a parental complaint is received by the building principal and the principal determines that a follow up is needed, he/she will inform the bargaining unit

member who is the subject of the complaint and that bargaining unit member may be required to make personal contact with the parent within a reasonable period of time but in no case longer than five (5) school days from the date of complaint.

2. Anonymous complaints will not be used as a basis for disciplinary action. However, should an anonymous complaint contain allegations of serious misconduct, the administration may conduct a further investigation into the allegation.

3. Parental complaints will not be placed in a bargaining unit member's personnel file. When necessary, the building principal may conduct an investigation into a parental complaint. Such investigation may result in a letter of explanation or reprimand for the bargaining unit member and a copy of such letter may be placed in the bargaining unit member's file.

P. OCCUPATIONAL SAFETY AND HEALTH

1. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

2. District's Right to Reassign

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

3. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 may only use the grievance procedure in this Contract as the means for asserting such a claim.

Q. JOB SHARING

1. Two (2) teachers, each of whom must be properly certificated/licensed and singularly employable in a specific full-time assignment, who agree to split a full-time assignment, may do so, with approval of the Superintendent on a case-by-case basis which is not precedent setting. The teachers who wish to participate are responsible for locating their job sharing partner.

2. If requested by the job sharing teachers by March 15 job sharing assignments shall be reviewed by the Superintendent who may approve or reject continuation for the following year and shall provide notice of approval or rejection by May 1.

3. There shall be a Job Sharing Agreement between the two (2) teachers, Superintendent, and Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties,

hours, payment of benefits (one FTE per position), compensation, evaluation, parent conferences, IAT meetings, duty periods, committee assignment outside the District, communication, grading practices, accrual of seniority, and provisions to resolve disagreements during the term of the Job Sharing Agreement. This list is only illustrative, and is not meant to be all encompassing.

4. Deadline for initial application to job share shall be March 1, and once approved the Job Sharing Agreement is final. All applicants shall receive notice of acceptance or rejection by May 1.

5. The purpose of a job share is to divide an existing position at the request of two (2) teachers. This Section is not to be used to employ part-time teachers instead of full-time teachers.

6. If either teacher that is a signator to a Job Sharing Agreement pursues litigation over the provisions of the Job Sharing Agreement not alleging a violation of the Job Sharing Agreement, the Association will join with the Board by providing attorney service in order to protect the integrity of the Job Sharing Agreement.

R. EDUCATION OF STUDENTS WITH DISABILITIES

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that students with disabilities be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supple-mental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual student with disabilities will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

2. Recognizing these statutory obligations, the continuum of options available to students with disabilities, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:

   a. The education benefits both academic and nonacademic, available to a student with disabilities in the regular classroom setting and the student with disabilities progress, with appropriate supplemental aids and services;

   b. The effects and impact of the student with disabilities inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and

   c. The cost of necessary supplementary services.

3. Any teacher involved in educating a student who is being served under an IEP or 504 plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to subsection S2, above, or seek revisions or interventions.

4. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

    a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;

    b. Providing inservice training to teachers to assist in addressing the legal and education needs of students with disabilities in a regular education classroom environment.

    c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

    d. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

5. To the extent practical, IEP/504 meetings or staffings will be held during the workday.

6. Special education teachers (exclusive of tutors or related services personnel) will be provided at least one (1) day release time for drafting of IEPs. Special education teachers with more than fourteen (14) IEPs in grades K-8 or eighteen (18) IEPs in grades 9-12, will be provided with an additional release day. Release days for this purpose will be at a site designated by the Superintendent or his/her designee. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.

7. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of students with disabilities.

8. <u>Specialized Health Care Procedures</u>

    a. Teachers in MD units with medically fragile students will be trained in any procedure necessary to protect the child.

    b. Teachers, other than MD teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student, unless otherwise required by the terms of the student's IEP and/or 504 plan.

9. Any issues relating to

    a. a student's eligibility for special education or accommodations under the IDEA or Section 504;

    b. the contents or appropriateness of a student's IEP/504 plan; or

c. the student's placement;

d. are not grievable.

10. Review of Student Placement

A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.

S. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for continuing education units (CEUs).

2. The term of office for LPDC members shall be three (3) years.

3. The LPDC shall be composed of three (3) persons appointed by the Association which shall have as representation elementary, middle school and high school and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.

4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the LPDC's independent appeals process.

6. The LPDC will meet four (4) one-half (1/2) days during the work year or as needed. Substitutes will be provided, as necessary, by the Board. The agenda for the meeting will be distributed in advance of the meeting. Additional meetings up to four (4) one-half (1/2) days, set up in collaboration with the Superintendent, outside the workday.

7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.

9. Educational IPDP plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

10. LPDC members shall receive a stipend of Six Hundred Dollars ($600.00) per school year with the last pay in May. The LPCD Chairperson shall receive an additional One Hundred Fifty Dollars ($150.00) per school year for his/her role as Chairperson.

T. PART-TIME POSITIONS

Part-time positions will be combined whenever possible. All persons must be certified/licensed in the areas working.

U. ASSIGNING OFF CAMPUS

Reasonable efforts will be made to avoid assigning bargaining unit members to off-campus locations other than educational facilities.

V. CERTIFICATED TUTORS

Certificated tutors who are the teachers of record, with the pre-approval of the Superintendent or his/her designee, will be paid according to the Tutor salary schedule for time he/she is the teacher of record.

ARTICLE XII - ASSOCIATION RIGHTS

A. DUES AND FAIR SHARE FEE

1. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Waynedale Local School District, its members, the Treasurer, Superintendent and all members of the administrative staff.

2. The Board agrees to deduct from the wages of any member of the Association, the dues, initiation fees and assessments of the Association, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the Board is notified by the Association to cease deductions.

3. Association dues/service fees deduction from teachers' paychecks will be provided to the Association Treasurer no later than five (5) calendar days after issuance of that particular pay.

4. Association dues/service fees shall be deducted equally from each remaining pay on a contract year basis. The Association Treasurer shall notify the Treasurer of the amount to be deducted for each employee by the end of the third (3rd) week of September. The Association shall not grieve non-intentional mistakes in deductions made by the Treasurer, so long as the errors are corrected in a reasonable time.

5. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

6. In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues from the employee's last check, immediately following such notification.

B. NO REPRISALS

There shall be no reprisals as a result of any teacher's membership and/or participation in legal Association activities including, but not limited to, grievances, negotiations, and use of this contract.

C. TEACHER MAILBOXES

Association officers and Association representatives in each school building shall have the right to use the teacher mailboxes for the purpose of distributing Association membership promotional materials, Association announcements and Association newsletters providing it is done outside the official student day or during the teacher's lunch period.

D. TEACHER BULLETIN BOARDS

There will be provided a bulletin board in each school building (preferably in the faculty lounge) for exclusive use by the Association. Official Association postings shall be restricted only to the bulletin board as provided.

E. BUILDING USAGE

The Association may use a school facility in which to hold an Association meeting outside of the contractual day during times when a custodian is normally on duty with the express understanding that such meeting will not conflict with any other use of the facility as approved by the Board or the Administration. It is expressly understood that use of the Board facilities for an Association meeting will mean a meeting of the Association membership or bargaining unit and is not for the purpose of a meeting for others sponsored by the Association. District-wide meetings of the bargaining unit may be held twice per year and Executive Committee meetings once per month. Additional meetings may be held with prior approval of the Building Principal.

F. BOARD DOCUMENTS

1. A copy of the official minutes of each regular Board Meeting will be posted on the District website following approval of those minutes by the Board.

2. The Association President shall be given a copy of the "Board Meeting packet," given to the Board members, except those documents which are not public record.

3. The Association President shall be given a complete copy of Board Policy.

4. Any insurance policies maintained by the Board that cover bargaining unit members will be made available to the Association President.

G. SCHEDULING OF ORIENTATION

The District shall provide written notice, to the Association president and vice-president, of the date, time, and location of all bargaining unit member orientations not less than ten (10) calendar days prior to any orientation meeting.

H. COMMUNICATION WITH BARGAINING UNIT MEMBERS

The Association shall be permitted to make announcements at general staff meetings, building meetings, and District meetings at the end of such meetings.

ARTICLE XIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time bargaining unit member shall be entitled to sick leave credit of one and one-fourth (1-1/4) workdays with pay for each month of service or a total of fifteen (15) days per year to an accumulation of two hundred seventy-two (272) days. Sick leave credit shall be retained, but not accumulated, during an unpaid leave of absence.

2. Each teacher who has exhausted or each newly employed teacher who has not accumulated sick leave days shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from any sick leave accumulated. Any advance is to be repaid by the teacher's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

3. The Board may require a bargaining unit member to furnish a written, signed statement on the enclosed form to justify the use of sick leave. If medical attention is required, the employee shall list the name and address of the attending physician and the date(s) when he/she was consulted. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more consecutive days must, upon request, provide the Board with medical verification of the need to be absent from work and information concerning the prospects of a return to work. Nothing in this Section shall be construed to waive the physician-patient privilege provided by ORC 2317.02. Falsification of a statement is grounds for suspension or termination of employment as per ORC 3319.16.

4. Sick leave may be used for absence of a teacher due to personal illness, illness or disability associated with pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children, and for any absence due to illness, injury, or death in the teacher's immediate family.

5. A bargaining unit member who has given birth will be permitted up to six (6) consecutive weeks of sick leave for natural delivery or up to eight (8) consecutive weeks of sick leave for a caesarean delivery for recovery purposes. The sick leave period will begin on the day of the birth of the child and will include days that are not regularly scheduled work days (i.e. Winter, Spring or Summer break). The bargaining unit member will be paid during this leave for days scheduled to work until accumulated sick leave is exhausted. Additional sick leave time shall be granted beyond this recovery period with a doctor's written statement that additional recovery time is necessary or for other medical reasons. Further unpaid leave may be taken for a maximum of twelve (12) weeks from the birth of the child under the Family Medical Leave Act (FMLA). Six (6) additional unpaid weeks for natural delivery and four (4) additional unpaid weeks for a caesarean delivery.

6. Immediate family means any dependent living in the employee's household, parents spouse of the teacher, siblings, children, step-children, grandparents, grandchildren, or parent-in-law.

7. Notification of use of sick leave and procedures upon return from sick leave shall continue in accord with current Board policy.

8. No sick leave shall be granted or credited to a teacher after the effective date of his/her retirement, resignation or termination of employment.

9. Sick Leave Bank

   a. The purpose of the Sick Leave bank shall be to extend additional Sick Leave days to bargaining unit members should a catastrophic illness or injury or a high-risk and/or pregnancy with complications as described below, exhaust the employee's accumulated Sick Leave.

   b. Each employee may contribute one (1) day of his/her accumulated Personal Leave to a common Sick Leave Bank prior to September 30 of each year. Such contributions are irrevocable. Employees who have contributed days to the Sick Leave Bank from previous years are not required to contribute an additional day unless the Sick Leave Bank falls below 40 days. Only employees who have contributed to the Sick Leave Bank may apply for days from the Bank. Participation in the Sick Leave Bank shall be voluntary.

   c. The WLEA shall collect the information on the individuals donating a personal day to the sick leave bank. By October 15 each year, the WLEA shall submit to the Treasurer's office a list of the individuals donating a personal day.

   d. Each year, the Board shall donate to the Sick Leave Bank, one day of Sick Leave for each day of Personal Leave donated by Association members that year (up to 100 days).

   e. The Sick Leave Bank shall be capped at 200 days which shall be the combined total between Association Members and Board donations.

   f. Upon depleting accumulated Sick Leave, Personal Leave and after obtaining and providing the Waynedale Local Education Association Committee a doctor's statement certifying a life-threatening physical illness or injury prevents the member from performing the duties of his/her job, a member may request days from the Sick Leave Bank. The request may be granted by the WLEA Executive Committee if the member meets the following conditions: 1) District records show that the member has exhausted his/her accumulated Sick and Personal Leave; 2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability; 3) the member is contributing member to the Sick Leave Bank and 4) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.

   g. Members may not use days from the Sick Leave Bank for routine pregnancy related leave.

   h. Members may not use more than forty (40) days at any one time from the Sick Leave Bank during one (1) school year. A member may only be granted days from the bank to cover their days off, up to forty (40).

i. The District shall deduct a personal day from those teachers on the list donating a day as provided by WLEA and add sick days to those teachers as granted by WLEA in sub-section d above. At the end of the school year, the District and WLEA will compare the balance in the sick leave bank each has and reconcile any differences.

j. The WLEA Executive Committee shall be the committee to determine the eligibility for leave under the Sick Leave Bank. The Board shall have no role.

k. Approval or Denial of requests to draw from the Sick Leave Bank shall be at the sole discretion of the WLEA Executive committee and shall not be subject to the grievance and arbitration procedures of this Agreement.

B. <u>PERSONAL LEAVE</u>

1. Each teacher shall be allowed three (3) days of personal leave per school year without loss of regular earnings.

2. These days shall be unrestricted and shall be granted without regard to the reason and no reason shall be asked of the teacher, except during the months of May and June where only one (1) personal leave day is unrestricted and the second and third days shall be restricted subject to the rules in paragraph B3, below. In addition, the unrestricted personal leave day may not be used on any day of scheduled professional inservice.

3. The second and third unrestricted personal leave days during the months of May and June shall be restricted and subject to the following rules:

   a. Must not be for personal pleasure such as shopping, hunting, visiting relatives, etc.

   b. Must be for activities that can be conducted on school days only. If the activity can be arranged on weekends or evenings, it is not eligible for restricted personal leave.

   c. Superintendent shall have the discretion to determine if the restricted personal leave meets the criteria for restricted personal leave as defined herein.

   d. Any restricted personal leave disapproved shall be considered personal absence and salary deducted.

   e. Any restricted personal leave shall not be used for extending a vacation or long weekend.

   f. Restricted personal leave shall not be changed unless the teacher has requested it.

   g. Except in emergency situations, restricted personal leave shall not be used on any day of scheduled professional inservice.

4. If possible, all personal leave requests must be made to the Superintendent at least twenty-four (24) hours in advance of the date of leave.

5. It is further provided that no more than eight (8) bargaining unit members per day may receive permission for personal leave except in the month of May. No more than six (6) bargaining unit members per day may receive permission for personal leave for the month of May.

6. Unused personal days shall convert to sick leave at the end of each school year. Sick leave shall not exceed the maximum number of days as defined in Article XVII – Severance Pay.

C. COMPULSORY LEAVE

Release time shall be granted when the teacher is required to be on jury duty or if a teacher is subpoenaed to appear in court as a witness (so long as the appearance is not as witness against the Board) and the teacher does so. The teacher shall attach to the leave form, the substantiation given by the court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the teacher.

D. PROFESSIONAL MEETINGS

1. Bargaining unit members may be granted approval to attend professional meetings which pertain directly to their current teaching area or pending assignment and responsibilities as certified/licensed personnel or which meet a curricular need of the District as determined by the Board.

2. Permission to attend workshops in accordance with this Article require that:

   a. Application for professional leave must have approval of the building principal and the Superintendent prior to the date of the meeting. Request shall include estimated expenses, length of leave, how the leave meets the requirements of D2 and D3, above, and how it will benefit the District.

   b. Denial of professional leave for the number of teachers going from one building will be based on the availability of substitutes, if necessary.

3. Reimbursement

   a. Reimbursement for mileage, meals, and lodging at professional meetings will be at the following rates:

      1) Mileage - Maximum four hundred (400) miles at the rate listed in Article XXI (Mileage). Mileage will be calculated as the shortest distance from home or work, if absence is for the entire day.

      2) Meals - Fifty dollars ($50.00) per day for overnight stays only. Tax and tip are not included in the reimbursement. The Treasurer must have original itemized receipts provided by the restaurant. Credit card receipts will not be honored.

      3) Lodging - Maximum two hundred dollars ($200.00) per night. Hotel receipt must accompany application for reimbursement. Tax is excluded from payment.

      4) Registration - Actual cost. Receipt must be provided or if over fifty dollars ($50.00) will be paid directly to the provider in advance by the Board Treasurer from the amount shown on the registration form. If

the teacher cancels outside of the time required for full reimbursement or fails to show for reasons unrelated to sick leave or conflicts in scheduling by an administrator, the teacher will be responsible for the actual costs.

5) Other expenses claimed will not be reimbursed.

b. Approval for attendance at such meetings may be dependent upon remaining building level funds. Where such funds are unavailable to pay for the above expenses, the teacher with approval of the principal and Superintendent may take the leave on an unpaid basis.

c. Reimbursement will not be provided by the District if reimbursement is received from another source.

4. To provide benefit to others from information gained, written or verbal reports will be made available to the building staff and to the Board where such information may be of value to the Board.

E. <u>ASSAULT LEAVE</u>

1. Bargaining unit members who are absent due to a physical disability resulting from an unprovoked attack on said bargaining unit member which occurs in the course of Board employment shall be granted paid assault leave at his/her rate of pay in effect at the time of assault.

2. Assault leave shall be limited to a maximum of thirty (30) days per school year.

3. Unused assault leave shall not accrue from year to year and shall not be charged against any other leave.

4. A bargaining unit member shall not qualify for payment under this policy unless the employee in question:

a. Signs a written statement justifying the use of assault leave. The statement shall include the nature of the injury, date and time of occurrence, identification of the individual(s) causing the assault, if known, and facts and circumstances surrounding the assault.

b. Provides certificate from a licensed physician stating the nature and duration of the disability and necessity of absence from employment.

c. Files charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual(s), unless excused from this requirement by the Superintendent. Employees will not lose pay nor be charged leave for time spent in furtherance of this requirement.

5. Assault leave shall not be provided where the assault occurs between bargaining unit members.

6. Falsification of either a signed statement or physician's certificate is reason for suspension or termination of employment.

F. PROFESSIONAL VISITATIONS

Upon recommendation of a building principal and approval of the Superintendent, a bargaining unit member may be granted permission to visit and observe the instructional program in another educational institution for the purpose of professional improvement. Any expenses (unless required to attend by the Board), save substitute costs, incurred will be paid by the staff member. The itinerary must be submitted at least ten (10) days in advance of the requested leave unless waived by the Superintendent and shall provide the length of time required for leave, how the visitation will benefit the teacher and the District and an estimate of the costs to be incurred. Where deemed appropriate, approval from the site for visitation may be required prior to granting the leave.

G. CHILD CARE LEAVE

1. The Board shall grant an unpaid leave of absence for the purpose of child care leave upon request of the bargaining unit member who becomes a parent by either childbirth or adoption.

2. All child care leave shall be without pay. Time spent on child care leave shall not count towards seniority, nor shall it count towards salary schedule placement.

3. Should the teacher not resume his/her responsibilities at the date scheduled, he/she shall submit a letter of resignation.

4. The teacher must file a written request with the Superintendent at least sixty (60) days [thirty (30) days, if converting from sick leave] prior to the dates requested.

5. Child care leave length shall not exceed one (1) school year. Upon request of the teacher it may be extended for one (1) additional school year on the following two (2) conditions: a) only one (1) extension per family and b) written notice of desire to extend must be given to the Superintendent no later than April 1 of the preceding school year.

6. No leave shall expire on dates other than at the beginning of a grading period or at the beginning of a semester.

H. ACTIVE DUTY MILITARY LEAVE

A certified/licensed employee who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted a leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service of field training or active duty for periods not to exceed thirty-one (31) days will be granted leave with pay. However, the district's rate of pay will be the difference in money between the Board's per diem rate and the employee's military per diem rate pay. (ORC 5923.05) Bargaining unit members called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in ORC 5923.05. The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

For purposes of seniority and placement on the salary schedule, years of service in the armed forces are to be counted as though teaching service had been rendered during such time. However sick leave is not accumulated during the period of military leave.

I. DELEGATE LEAVE

1. Up to two (2) bargaining unit members, who are duly elected delegates to the OEA annual conference, will each be granted one (1) day of leave to attend the conference.

2. One (1) week's prior notice will be provided to the building principal.

J. EDUCATIONAL LEAVE

Any bargaining unit member may apply for and take educational leave of absence without pay for any period up to one (1) school year in duration for the purpose of continuing his/her education through college courses, other schooling, mission work, travel, grants, VISTA, Peace Corps, other governmental service, overseas teaching, and etc. Persons wishing to apply for such leave shall submit an application to the Superintendent that outlines the parameters, details, and leave dates including the expected date of return. The Superintendent will in turn submit the application and accompanying particulars to the Board with rationale for his/her recommendation.

Teachers who may apply for Educational Leave shall be those who have been employed by the District for a minimum of six (6) consecutive years. Not more than one (1) teacher from any building will be granted Education Leave in any one (1) school year. To be eligible for consideration for an Educational Leave, the applicant teacher must have displayed superior instructional competence and strong curriculum orientation and must have displayed recognized leadership in instructional and curriculum areas.

To be eligible for Educational Leave, the applicant must sign an agreement to return to service in the District for two (2) consecutive years following his/her return from Educational Leave.

K. FAMILY MEDICAL LEAVE

1. The Association and the Board acknowledge and agree to abide by the Family Medical Leave Act of 1993 ("FMLA"). For purposes of this section, “12-month period” is defined as “the 12-month period measured forward from the date the employee’s first FMLA leave begins” (i.e. the leave year is specific to each employee). The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

2. The Board will maintain the employee’s coverage under its “Group Health Plan” for the duration of the leave at the level and under the conditions coverage would have provided if the employee had continued in employment continuously for the period of the leave. However, the Board's obligation to extend Board-paid insurance benefits in accordance with Article XXII, herein, will not extend beyond the greater of twelve (12) work weeks or the period of the employee's accrued sick leave. Failure of employees on approved leave to make timely payments of required contributions, if any, will result in such benefit being discontinued. Any additional extension of insurance benefits will be in accordance with this Contract.

ARTICLE XIV - SALARY

A. Tutors shall be paid according to the Tutor salary regardless of student attendance. Cancellation for snow days, assemblies, etc. shall not affect nor reduce pay. IEP preparation, scheduling conferences, placement conferences, teacher conferences, parent conferences, faculty meetings, administrative conferences or other meetings shall be paid at the above rate.

B. **INDEX FOR TRAINING AND EXPERIENCE**

YRS EXP	BA/BS	150 SH	MA/MS	MA/MS +30 GRAD HRS AFTER MA
0	1.000	1.038	1.095	1.148
1	1.038	1.081	1.143	1.201
2	1.076	1.124	1.191	1.254
3	1.114	1.167	1.239	1.307
4	1.152	1.210	1.287	1.360
5	1.190	1.253	1.335	1.413
6	1.228	1.296	1.383	1.466
7	1.266	1.339	1.431	1.519
8	1.304	1.382	1.479	1.572
9	1.342	1.425	1.527	1.625
10	1.380	1.468	1.575	1.678
11	1.418	1.511	1.623	1.731
12	1.456	1.554	1.671	1.784
13	1.494	1.597	1.719	1.837
14	1.532	1.640	1.767	1.890
15	1.532	1.683	1.815	1.943
16	1.532	1.683	1.863	1.996
17	1.532	1.683	1.863	2.049
20	1.550	1.700	1.874	2.061
25	1.552	1.704	1.885	2.072

TUTOR INDEX FOR TRAINING AND EXPERIENCE

Year Exp	Ratio
0	1.000
1	1.038
2	1.076
5	1.114
10	1.152

C. SALARY SCHEDULE EFFECTIVE JULY 1, 2026

3.5% on the base; normal step movement

YRS EXP	BA/BS	150 SH	MA/MS	MA/MS+30 GRAD HRS AFTER MA
0	44,789	46,491	49,044	51,418
1	46,491	48,417	51,194	53,792
2	48,193	50,343	53,344	56,165
3	49,895	52,269	55,494	58,539
4	51,597	54,195	57,643	60,913
5	53,299	56,121	59,793	63,287
6	55,001	58,047	61,943	65,661
7	56,703	59,972	64,093	68,034
8	58,405	61,898	66,243	70,408
9	60,107	63,824	68,393	72,782
10	61,809	65,750	70,543	75,156
11	63,511	67,676	72,693	77,530
12	65,213	69,602	74,842	79,904
13	66,915	71,528	76,992	82,277
14	68,617	73,454	79,142	84,651
15	68,617	75,380	81,292	87,025
16	68,617	75,380	83,442	89,399
17	68,617	75,380	83,442	91,773
20	69,423	76,141	83,935	92,310
25	69,513	76,320	84,427	92,803

TUTOR SALARY SCHEDULE EFFECTIVE JULY 1, 2026

Year Exp	3.5% Increase
0	25.35
1	26.31
2	27.28
5	28.24
10	29.20

D. SALARY SCHEDULE EFFECTIVE JULY 1, 2027

3.5% on the base; normal step movement

YRS EXP	BA/BS	150 SH	MA/MS	MA/MS+30 GRAD HRS AFTER MA
0	46,356	48,118	50,760	53,217
1	48,118	50,111	52,985	55,674
2	49,879	52,104	55,210	58,130
3	51,641	54,097	57,435	60,587
4	53,402	56,091	59,660	63,044
5	55,164	58,084	61,885	65,501
6	56,925	60,077	64,110	67,958
7	58,687	62,071	66,335	70,415
8	60,448	64,064	68,561	72,872
9	62,210	66,057	70,786	75,329
10	63,971	68,051	73,011	77,785
11	65,733	70,044	75,236	80,242
12	67,494	72,037	77,461	82,699
13	69,256	74,031	79,686	85,156
14	71,017	76,024	81,911	87,613
15	71,017	78,017	84,136	90,070
16	71,017	78,017	86,361	92,527
17	71,017	78,017	86,361	94,983
20	71,852	78,805	86,871	95,540
25	71,945	78,991	87,381	96,050

TUTOR SALARY SCHEDULE EFFECTIVE JULY 1, 2027

Year Exp	3.5% Increase
0	26.24
1	27.24
2	28.23
5	29.23
10	30.23

E. SALARY SCHEDULE EFFECTIVE July 1, 2028

3.5% on the base; normal step movement

YRS EXP	BA/BS	150 SH	MA/MS	MA/MS+30 GRAD HRS AFTER MA
0	47,978	49,801	52,536	55,079
1	49,801	51,864	54,839	57,622
2	51,624	53,927	57,142	60,164
3	53,447	55,990	59,445	62,707
4	55,271	58,053	61,748	65,250
5	57,094	60,116	64,051	67,793
6	58,917	62,179	66,354	70,336
7	60,740	64,243	68,657	72,879
8	62,563	66,306	70,959	75,421
9	64,386	68,369	73,262	77,964
10	66,210	70,432	75,565	80,507
11	68,033	72,495	77,868	83,050
12	69,856	74,558	80,171	85,593
13	71,679	76,621	82,474	88,136
14	73,502	78,684	84,777	90,678
15	73,502	80,747	87,080	93,221
16	73,502	80,747	89,383	95,764
17	73,502	80,747	89,383	98,307
20	74,366	81,563	89,911	98,883
25	74,462	81,755	90,439	99,410

TUTOR SALARY SCHEDULE EFFECTIVE JULY 1, 2028

Year Exp	3.5% Increase
0	27.16
1	28.19
2	29.22
5	30.26
10	31.29

F. WORKLOAD STIPEND

All members will be paid a four hundred dollar ($400) Workload Stipend to acknowledge increased workload brought about by new education initiatives, ORC mandates and increased testing requirements. This stipend will be paid in the last check in November of each contract year.

G. TRAINING AND EXPERIENCE

All training and experience must be properly certified and a record of the same must be on file in the office of the Local Superintendent. Each teacher must file a complete and current transcript of credits with the Local Superintendent. This certification of training becomes a part of the teacher's permanent file. No salary will be adjusted for any training not properly approved or which has not been obtained prior to the beginning of the school term. Deadline for submitting verification of additional training is September 15.

ARTICLE XV - EXTRACURRICULAR SALARY INDEX

A. INDEX NUMBER MULTIPLIED BY THE BA-0 STEP BASE

1. Supplemental Contract Committee

The Supplemental Contract Committee, comprised of four (4) members appointed by the Association and four (4) members appointed by the Superintendent, will meet periodically as determined by the Committee to review extracurricular activity positions and make recommendations to the Board of Education regarding the supplemental salary schedule.

2. Supplemental Salary Schedule

	YEARS OF EXPERIENCE				
ACTIVITY	0	1	2	3	6
FOOTBALL					
Head High School	0.14	0.15	0.16	0.17	0.18
Assistant High School	0.09	0.10	0.11	0.12	0.13
Freshman	0.085	0.095	0.105	---	0.115
8th Grade WMS	0.08	0.09	0.10	---	0.11
7th Grade WMS	0.08	0.09	0.10	---	0.11
Assistant WMS	0.07	0.08	0.09	---	0.10
BASKETBALL, BOYS & GIRLS					
Head High School	0.14	0.15	0.16	0.17	0.18
Assistant Head High School	0.11	0.12	0.13	0.14	0.15
Junior Varsity	0.09	0.10	0.11	0.12	0.13
Freshman	0.085	0.095	0.105	---	0.115
8th Grade WMS	0.08	0.09	0.10	---	0.11
7th Grade WMS	0.08	0.09	0.10	---	0.11
Assistant WMS	0.07	0.08	0.09	---	0.10
BASEBALL					
Head High School	0.09	0.10	0.11	0.12	0.13
Assistant High School	0.07	0.08	0.09	0.10	0.11
Freshman	0.06	0.07	0.08	---	0.09
SOFTBALL					
Head High School	0.09	0.10	0.11	0.12	0.13
Assistant High School	0.07	0.08	0.09	0.10	0.11
Freshman	0.06	0.07	0.08	---	0.09

ACTIVITY	YEARS OF EXPERIENCE 0	1	2	3	6
WRESTLING					
Head High School	0.12	0.13	0.14	0.15	0.16
Assistant High School	0.09	0.10	0.11	0.12	0.13
Head WMS	0.08	0.09	0.10	---	0.11
Assistant WMS	0.07	0.08	0.09	---	0.10
TRACK, BOYS & GIRLS					
Head High School	0.09	0.10	0.11	0.12	0.13
Assistant High School	0.07	0.08	0.09	0.10	0.11
Head WMS	0.05	0.06	0.07	---	0.08
Assistant WMS	0.04	0.05	0.06	---	0.07
SOCCER (BOYS & GIRLS)					
Head High School	0.09	0.10	0.11	0.12	0.13
Assistant High School	0.07	0.08	0.09	0.10	0.11
Head WMS	0.05	0.06	0.07	----	0.08
Assistant WMS	0.04	0.05	0.06	----	0.07
CROSS COUNTRY (BOYS & GIRLS)					
Head High School	0.05	0.06	0.07	0.08	0.09
Assistant High School	0.04	0.05	0.06	----	0.07
WMS	0.05	0.06	0.07	----	0.08
WEIGHT ROOM SUPERVISION	0.03	0.04	0.05	0.06	0.07
FACULTY MANAGER	0.04	0.05	0.06	0.07	0.08
GOLF					
Head	0.05	0.06	0.07	0.08	0.09
Assistant Golf	0.04	0.05	0.06	0.07	0.08
VOLLEYBALL					
Head High School.	0.09	0.10	0.11	0.12	0.13
Assistant High School	0.08	0.09	0.10	0.11	0.12
Freshman	0.06	0.07	0.08	0.09	0.10
8th Grade WMS	0.05	0.06	0.07	---	0.08
7th Grade WMS	0.05	0.06	0.07	---	0.08
Assistant WMS	0.04	0.05	0.06	---	0.07
WMS ATHLETIC DIRECTOR	0.06	0.07	0.08	0.09	0.10
CHEERLEADER ADVISOR					
Head Football	0.04	0.05	0.06	---	0.07
H.S. Basketball	0.04	0.05	0.06	---	0.07
WMS Football	0.02	0.03	0.04	---	0.05
WMS Basketball	0.02	0.03	0.04	---	0.05
WMS If Combined	0.035	0.045	0.055	---	0.065
NEWSPAPER ADVISOR					
High School	0.03	0.04	0.05	---	0.06
WMS	0.03	0.04	0.05	---	0.06

	YEARS OF EXPERIENCE				
ACTIVITY	0	1	2	3	6
STUDENT COUNCIL ADVISOR					
High School	0.02	0.03	0.04	---	0.05
WMS	0.01	0.015	0.02	---	0.025
CLASS ADVISORS					
Senior Class	0.015	---	---	---	0.020
Junior Class	0.02	0.025	0.03	---	0.035
Sophomore Class	0.01	---	---	---	0.015
Freshman Class	0.01	---	---	---	0.015
YEARBOOK ADVISOR					
High School	0.07	0.08	0.09	---	0.10
WMS	0.01	---	---	---	0.025
ACADEMIC CHALLENGE					
High School	0.03	0.04	0.05	---	0.06
WMS	0.025	0.035	0.045	---	---
PROM ADVISOR	0.02	0.025	0.03	---	0.035
NATL HONOR ADVISOR	0.02	0.03	0.04	---	0.05
F.T.A. ADVISOR	0.025	0.04	0.05	---	0.06
HS MUSICAL DIRECTOR	0.075	0.085	0.095	---	0.105
HS MUSICAL ASSISTANT	0.05	---	---	---	---
HS FALL PLAY DIRECTOR	0.06	0.07	0.08	---	0.09
HS ONE-ACT PLAY	0.02	0.03	0.04	---	0.05
WMS THEATER DIRECTOR	0.05	0.06	0.07	---	0.08
HIGH SCHOOL SPEECH	0.02	0.03	0.04	---	0.05
HS ASST. MARCHING BAND DIR	0.05	0.06	---	---	---
INSTRUMENTAL SPECIALIST	0.03	---	---	---	---
GOLDEN AIRES	0.03	0.04	0.05	---	0.06
PEP BAND	0.025	0.04	0.05	---	0.06
WMS BAND	0.02	0.03	0.04	---	0.05
SPELLING BEE SUPERVISOR	0.02	---	---	---	0.025
SCIENCE OLYMPIAD	0.03	0.04	0.05	---	---
POWER OF THE PEN COORDINATOR	0.02	0.03	0.04	---	---
ELEM. VOCAL ENSEMBLE CONTEST	0.025	---	---	---	---
ELEM. INSTRUMENTAL CONTEST	0.025	---	---	---	---
ELEM. AFTER-SCHOOL ACTIVITY	0.02	0.03	0.04	---	0.05
ELEM. CAMP COORDINATOR	0.03	0.035	0.04	---	---
WMS CLASS TRIP COORDINATOR	0.03	---	---	---	---

SATURDAY SCHOOL 3 HOURS AT $55.00
OVERNIGHT CLASS TRIP STIPEND FOR 8TH GRADE CLASS TRIP - $100.00 per night

Before/After School Supervisor (Voluntary): Thirty-forty (30-40) minutes per day per person; ten dollars ($10.00) per day per person.

After School Proficiency Intervention Specialist: Compensation will be at the tutor rate.

B. Compensation for all supplemental contracts will be paid at the completion of their duties.

C. All Outdoor Education supervision outside regular working hours is strictly voluntary, and shall be paid at the tutor rate per hour for every hour to a maximum of four hours per night a teacher stays beyond 4:00 PM, plus mileage if personal car is used to travel to an assignment.

D. The Board is not required to fill any vacancies in Section A, above.

E. Requirements for/and Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board. The Board is not responsible for the payment of required BCI/FBI background checks, first aid training and/or TB tests. Coaches shall receive required trainings.

F. EXTENDED TIME

To the extent that the Board determines to continue these extended time programs, the following represent the number of days for each position:

OWE/OWA	15 days
High School Guidance	10 days
WMS Guidance	10 days
Elementary Guidance	6 days
Band	8 days

* The Band Director will be placed on the supplemental salary schedule at the following rates:

0 -- .08
1 -- .09
2 -- .10
3 -- .11

When the current OWE, and OWA teachers leave the District or the position, the number of extended days for those programs may be reduced to an "as needed" amount as determined by the Superintendent with input from the association.

G. SPECIAL ASSIGNMENT PROFESSIONAL DEVELOPMENT RATE

Teachers will be paid at the BA-0 rate expressed as an hourly rate for optional meetings or optional duties performed outside of the workday that are pre-approved by the Superintendent. This Special Assignment Professional Development rate shall also be paid to teachers who examine/grade a credit flexibility plan if approved by the High School Principal. Summer school teachers will be paid at this rate as well.

ARTICLE XVI - SEVERANCE PAY

A. Upon service retirement and resignation for purposes of retirement from the Waynedale Local School District, each teacher shall be eligible for a one-time lump sum severance payment based upon his/her unused sick leave accumulation. Severance pay shall be one (1) day of pay for every four (4) days of accumulated sick leave multiplied by the teacher's per diem rate of pay at the time of his/her retirement, exclusive of all supplemental or extended time contracts or other allowances. The maximum shall be sixty-eight (68) days.

B. It shall be each teacher's responsibility to provide the Board Treasurer with verification from STRS that he/she has officially retired. Upon receipt of such written notice from STRS verifying that retirement has become effective, the Board shall make the severance payment within thirty (30) calendar days.

ARTICLE XVII - TUITION REIMBURSEMENT

A. The Board will appropriate twenty thousand dollars ($20,000) per year, with no carry over amount, for the purpose of reimbursing teachers for earned college credit or workshops in a program designed and maintained by the Association for college courses or workshops that must be taken in the area(s) in the individual's certification/licensure or other matters approved by the LPDC. Accredited video, on-line, and/or other correspondence courses are eligible for reimbursement beyond the MA columns.

B. The Treasurer will pay any individual's tuition and/or registration within thirty (30) calendar days of submission of the form signed by the Association President and having attached copies of all receipts for expenditures.

C. Any teacher not returning to the District for at least one school year following the year of receiving tuition reimbursement automatically forfeits such payment. Any teacher resigning during the school year following the earning of hours will have the payment deducted from his/her final salaries.

ARTICLE XVIII - EMPLOYMENT OF RETIRED TEACHERS

A. The parties agree to abide by the following terms and conditions relating to the employment or reemployment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher, and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Waynedale Local Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or reemployed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.

2. A "retired" teacher who seeks employment or re-employment by the Board after retirement will be eligible for Board provided health insurance coverage in accordance with this Contract.

3. Initial salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 0. Likewise, notwithstanding Revised Code Section 3317.13, initial salary placement for years of service granted for retired teachers previously employed by the Waynedale Local School District Board of Education shall be at Step 0. Such teachers will be permitted to move on the salary schedule for consecutive years of re-employment after retirement, i.e. they would move to Step 1 if re-hired after his initial contract, etc. In no case, however, shall a retired teacher re-employed under this section move beyond Step 8 on the

salary schedule. Salary placement for the appropriate education column shall be fully recognized. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to, Revised Code Sections 3317.13 and/or 3317.14.

4. Seniority for retired teachers newly hired by the Board, as well as for Waynedale Local teachers returning to employment with the Board after retirement, will be zero (0) upon such employment and any subsequent re-employment.

5. Teachers employed by the Board after retirement are restricted to one-year limited contracts of employment and are not eligible for continuing contract status. As such, the parties expressly supersede and replace any contrary provisions of Ohio Revised Code Section 3319.11.

6. For purposes of Reduction In Force (Article IV), teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the Negotiated Agreement.

7. There will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind. However, such teachers will be provided with fifteen (15) days of sick leave at the beginning of each one-year contract and may accrue additional sick leave at a rate of 1 1/4 days per month. If re-employed by the Board, the same conditions will apply upon each reemployment, with the express understanding that no sick leave will be carried over from year to year. To the extent this provision conflicts with Ohio Revised Code Section 3319.141, the parties expressly agree that this provision shall supersede and replace same.

8. Teachers employed by the Board after retirement will be given one-year limited contracts only, and such individuals do not have an entitlement to the evaluation and/or non-renewal provisions of the collective bargaining agreement (Articles III and VIII, respectively). Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise. If renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement. Nothing herein shall be construed to prohibit the observation and/or evaluation of a teacher employed after retirement.

9. Reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see O.R.C. Section 3307.35.

10. The total number of retirees the Board may employ at any one time shall not exceed five percent (5%) of the total bargaining unit.

11. The parties expressly agree and fully intend this provision will supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

ARTICLE XIX - STRS PICK-UP

A. The Board agrees to STRS "pick-up," utilizing the salary reduction method, contributions to the State Teachers' Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be that percentage set by STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up."

2. The pick-up percentage shall apply uniformly to all employees of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. Payment for all paid leave, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract).

B. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are modified and/or nullified by subsequent Internal Revenue Service rulings or other governing regulations or by a court of competent jurisdiction, this Section of the Master Contract shall be modified to be in compliance with the ruling/decision.

ARTICLE XX - COVERING CLASSES

A. Regular teachers may be assigned by the Building Principal and/or immediate supervisor to serve as a substitute during the time they are not scheduled to have pupil contact if no substitutes or teacher volunteers are readily available.

B. However, any teacher assigned to cover the class(es) of an absent teacher, or any study hall teacher who has assigned to his/her study hall a class normally assigned to another teacher, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid at the tutor rate for each class period (subject area). Teachers who split a class shall equally split the rate paid for the additional assignment. This Section is not applicable for situations where two (2) or more teachers, for the convenience of each other, agree to perform this duty with administrative approval.

ARTICLE XXI - MILEAGE

Teachers who are requested by the Administration to travel between buildings in the same day or to any other location in the same day, shall be paid the IRS rate per mile traveled.

ARTICLE XXII - INSURANCES

A. MEDICAL INSURANCE AND PRESCRIPTION DRUG INSURANCE

1. The Board shall pay the following premium for family and single plan coverage PPO Hospitalization and Surgical Insurance and Prescription Drug Insurance with coverages listed herein:

	Board	Employee
2026-2029	85%	15%

2. If both spouses are employed by the Board, then the Board shall pay 100% of one family plan coverage.

3. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District at least one (1) day per month to assist employees with processing claims and answering questions. This is to be coordinated and scheduled by the Insurance Review Committee.

4. If for some reason the present plans become unavailable, a replacement plan may be implemented with agreement of the Association.

5. Enrollment

   Upon initial employment or other qualifying event as defined by law, and annually thereafter during the month of August, employees may elect coverage under the PPO, below.

6. Insurance Review Committee

   a. An Insurance Review Committee shall be comprised of members appointed by the Association and appointed by the Board.

   b. The Insurance Review Committee shall review insurance regarding costs vs. benefits, experience (usage), rates, and alternatives.

   c. The Insurance Review Committee shall meet at least once during the school year to review insurance offerings.

PPO PLAN BENEFIT HIGHLIGHTS
Dependent Children Covered to Age 26
Lifetime Maximum: Unlimited

Plan Provisions	Authorized	Non-Network
2026-2029 school years:		
Annual Deductibles	$300/person $600/family	$600/person $1,200/family
Out-of-Pocket Maximum	$800/person $1,600/family	$1,600/person $3,200/family

B. MEDICAL INSURANCE ALTERNATIVE

Teachers who declare in writing to the District Treasurer before August 15 of each year that he/she does not wish to be covered the entire year by the Hospitalization/Surgical and Major Medical, and Prescription Drug Insurances, since he/she is covered by another plan outside the District, may opt out of the plan. Said persons shall be paid eight hundred fifty Dollars ($850.00) per year [prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance]. This payment shall be made July 1 of the succeeding year through the District's qualified Section 125 Plan.

C. DENTAL INSURANCE

1. The Board agrees to pay the following of the monthly premium for the family and single plan coverage for a dental plan meeting or exceeding the benefits provided under the OASIS Trust Dental Program:

	Board	**Employee**
2026-2029	85%	15%

Calendar Year Deductibles	$25/person $50/family
Calendar Year Maximum	$1500/person
Coinsurance	
Class I Expenses	100%
Class II Expenses	90%
Class III Expenses	60%
Class IV Expenses	60%

Class I and Class IV are not subject to the calendar year deductible

Calendar Year Maximum	$1,500/person
Orthodontic Lifetime Maximum	$1,100 per person

2. If both spouses are employed by the Board, then the Board shall pay 100% of one family plan coverage.

D. LIFE INSURANCE

1. The Board agrees to pay premiums for fifty thousand dollars ($50,000) per year term life insurance for each teacher teaching at least half-time in the District. Further, bargaining unit members may, at Board rate, add additional insurance up to that provided by the Board, by paying the District Treasurer the premium due one (1) month in advance of premium due date subject to the terms and conditions provided by the carrier.

2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

E. MISCELLANEOUS

1. Teachers on an unpaid leave of absence may continue to participate in the above group insurance plans for a maximum of one (1) year from the initial date of such leave, if permitted by the carrier, by submitting the full monthly premium(s) toward such insurance to the Board Treasurer one (1) week prior to the time the Board normally pays the premiums to the company.

2. In order to receive the group insurances in this contract, teachers shall work half-time or more [an example would be four (4) hours or more per day].

F. SECTION 125 PLAN

The Board will maintain a qualified Section 125 Plan for bargaining unit members under which an employee's contribution toward the monthly cost of insurance fringe benefits will be paid through payroll deduction with pre-tax dollars.

ARTICLE XXIII –OPEN ENROLLMENT FOR EMPLOYEE'S CHILDREN

Board employed teachers who do not reside in the Waynedale Local School District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if a teacher's child(ren) is/are determined not to be eligible for attendance through the Policy [e.g. the child applies for enrollment after the first day of classes of any school year] or are denied attendance by operation of the Policy, may the child(ren) still attend school in the District without paying tuition by operation of this provision [i.e. the Board shall waive his/her/their tuition based on the conditions set forth below]. Tuition for pre-school students is specifically excluded from the provisions of this Article.

1. In the event that a teacher's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District subject to the following stipulations:

    a. The teacher must indicate to the Board, prior to July 1 of any given school year that his/her child(ren) wish to attend the Waynedale Local Schools the following year. Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.

b. Once a child has been accepted and enrolled, the Board agrees to retain said child until he/she withdraws, is expelled, or graduates.

c. The Board agrees to waive the July 1st notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.

d. Transportation is the parent's responsibility.

The Board agrees to accept all applicants as outlined above, unless such acceptance on its part would require the Board to alter a facility or hire an additional staff person.

ARTICLE XXIV - LIABILITY SETTLEMENTS

If a settlement occurs in a negligence claim in which a teacher is named as a party and the settlement is without the express written approval of the affected teacher, then the settlement of the liability claim shall in no way be used by the Board and/or Administration as any detriment, reprisal, or blemish on the employee's record. This does not preclude the Board from taking reasonable action based upon the acts of the employee in the matter at issue which gave rise to the liability claim. However, termination is subject to ORC 3319.16 and 3319.161.

ARTICLE XXV - GRIEVANCE PROCEDURE

A. DEFINITION OF TERMS

1. A "grievance" shall be defined as a condition resulting from an alleged violation, misapplication, or misinterpretation of this Contract.

2. The purpose of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.

3. The "grievant" shall be defined as an employee, group of employees, or the Association, who have a grievance.

4. "Days," used in reference to limitations, shall refer to calendar days, excluding Saturdays, Sundays, and holidays.

5. A class action (group) grievance may be filed by the Association in regard to Master Contract violations, so long as such grievance is signed by at least two (2) bargaining unit members from different buildings.

4. This procedure shall not be used for grievances involving teachers versus teachers.

B. GENERAL PRACTICES

1. Time limits are maximum and must be adhered to with every effort. However, if the concerned parties are in mutual agreement, limits may be adjusted. In cases of grievances at the end of the school year, the time limits will be altered as mutually agreed upon by both parties.

2. At any level, a grievance or claim may be withdrawn by the aggrieved party without prejudice. Failure of the Board or Administration to act within the required time limits, permits the grievance to go on to the next step. Failure of the grievant to

appeal to the next step within the appropriate time limits shall be deemed a withdrawal of the grievance.

3. Copies of all written decisions or communications shall be made in triplicate and sent to the involved parties at the respective level.

4. Reprisals will not be taken by or against any involved parties for reason of said participation. Nothing in this procedure shall be construed to limit the rights of (an) individual(s) as provided by law. The grievance procedure shall not be used in a malicious manner.

5. All grievances shall be filed at the lowest possible level, which means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a resolution.

6. The Association has the option to withdraw its support at any time, provided the grievant is informed in writing prior to filing at the subsequent level. However, the grievant may continue unassisted.

7. A grievance must be filed within twenty (20) school days of the date on which the grievant knew or should have known of the act or occurrence of the condition upon which the grievance is based. If not, the grievance shall be considered waived.

C. **INFORMAL PROCEDURE**

Within thirty (30) days of the time an alleged violation, misinterpretation or misapplication occurs, the grievant shall first discuss the problem with the person's immediate supervisor. The objective of both parties should be to resolve the matter as soon as possible in an informal manner. If the grievance is not settled in this matter withing five (5) days, the aggrieved person may follow the formal grievance procedure.

D. **FORMAL PROCEDURE**

1. Level One

In the event the grievant is not satisfied with the results of the informal procedure, the grievant shall have the right to lodge a written grievance with the grievant's principal or immediate supervisor. The written grievance shall be on a standard form supplied by the Board (Appendix A), and shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision allegedly violated and the precise remedy requested. A copy of such grievance shall be filed with the Association and the Superintendent. The grievant shall have the right to a hearing before the building principal. Such hearing shall be conducted within five (5) days after receipt of such request. The grievant shall be advised in writing of the time, place and date of such hearing reasonably in advance and shall have the right to be represented at such hearing by counsel or by a representative. The building principal/immediate supervisor shall take action on the written grievance within five (5) days after the conclusion of said hearings. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the Superintendent.

2. Level Two

a. If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent within five (5) days from receipt of the written disposition of Step One action or said grievance shall be deemed waived of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request. The grievant shall have the right to be represented at such hearing by counsel or by a representative.

b. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the building principal (if applicable).

3. Level Three

a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board. The notice of appeal shell be sent to the Superintendent and a copy filed with the Treasurer of the Board within five (5) days from receipt of the written disposition of Step Two action or said grievance shall be deemed waived of the right to appeal. Included in the grievant's appeal will be a description of the grievance citing the specific Section of the Contract that has been violated and the relief sought. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board and, by mutual consent, schedule an executive session for a hearing on the matter. The grievant shall have the right to be represented at such meeting by counsel or by a representative.

b. The Board shall act upon such appeal no later than its next regular meeting following the hearing. The Board's action shall be based upon the arguments presented. Copies of the action shall be sent to the grievant, Superintendent, building principal (if applicable), and the Association.

4. Level Four

a. If the grievant is not satisfied with the disposition at Level Three, he/she may appeal by submitting a demand for arbitration within five (5) days after receipt of the written disposition at Level Three. The demand for arbitration shall be submitted to the Board Treasurer by hand delivery with the date of receipt noted or by mail with a return receipt requested. The demand shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause (s) alleged to have been misinterpreted or misapplied and the remedy sought. If the parties are unable to mutually agree upon an arbitrator, then within ten (10) days after submission of the demand, the grievant may submit the demand to the American Arbitration Association (AAA). The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA.

b. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Contract. The decision of the arbitrator shall be binding on all parties. If an issue of arbitrability is raised, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case.

c. The fees of the arbitrator including the hearing room costs etc., shall be borne by the losing party. If there is any doubt as to who is the losing party, the arbitrator will be responsible for determining which party is responsible for the costs.

ARTICLE XXVI - MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, 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 without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities;

2. to transfer, hire, promote, and dismiss all employees subject to the provisions of law and this Contract;

3. establish grade scales and courses of instruction with input from staff, including special programs, and to provide athletic, recreational and social events for students;

4. to delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction, the selection of textbooks and other teaching materials, the utilization of teaching aids of all kinds; all according to current written Board Policy; and,

5. to determine class schedules, the hours of pupil contact time, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and nonteaching activities within the school system and the terms and conditions of employment unless determined by SERB that bargaining is required over the term or condition of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the specific and express terms of this Contract and Ohio and Federal statutes. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Association prior to implementation.

ARTICLE XXVII – INTERNET USAGE

A. In order to be granted access to the Board's network and the Internet and to receive an e-mail account, bargaining unit members must annually read, complete and execute the Application for Access & Terms and Conditions for Use of the Internet. Bargaining unit members are required to comply with the Board's Acceptable Use and Internet Safety Policy, its related guidelines and/or the terms and conditions contained in the Application for Access and Terms and Conditions for Use of the Internet. A copy of the executed Application will be provided to the bargaining unit member. Violations of the Board's Acceptable Use and Internet Safety Policy, its related guidelines and/or the terms and conditions contained in the Application for Access & Terms and Conditions for Use of the Internet could result in disciplinary action.

B. Bargaining unit members are responsible for supervising/monitoring their students' Internet usage during class. Bargaining unit members who perform this responsibility in a reasonable manner shall not be disciplined as a result of a student's violation of the Board's Acceptable Use and Internet Safety Policy and/or its related guidelines.

1. Internet and E-mail usage is intended to be limited to the support of educational purposes, academic research, and related administrative responsibilities. Bargaining unit members are expected to exercise good judgment when utilizing the Internet and/or their school e-mail account. Occasional non-teaching time and non-educational computer and Internet use by bargaining unit members is permitted so long as the bargaining unit members comply with the Board's Acceptable Use and Internet Safety Policy and/or its related guidelines.

2. The WLEA President may distribute communications to bargaining unit members, administrators, the Superintendent and/or the Treasurer through use of school e-mail accounts. Bargaining unit members may use their school e-mail accounts to communicate their official business with their building representatives, officers and/or each other. That e-mail, however, is not secure and its privacy is not guaranteed. Therefore, care should be exercised in determining what is appropriate information to be sent through this medium.

3. The District Technology Coordinator will continue to meet periodically for the purpose of reviewing the Board's Acceptable Use and Internet Safety Policy, its related guidelines and the Application for Access & Terms and Conditions for Use of the Internet.

ARTICLE XXIII - DURATION AND INTENT

A. This Contract and the appendices hereto constitute the whole Contract between the Board and Association originally entered into for a period of July 1, 2026 through June 30, 2029.

B. If any court of controlling jurisdiction orders nullification of any section of this contract, the parties shall meet in an attempt to work out an alternative solution. Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

C. If there is any conflict in policy or rule with this contract, this Contract shall be controlling. Any failure to negotiate mandatory subjects of bargaining will be subject to the grievance procedure.

D. "Days" in this Contract, unless otherwise specified, shall be Monday through Friday.

E. Both parties have adopted this contract as witnessed by their representatives' signatures below.

SIGNATURES TO CONTRACT
Effective July 1, 2026 through June 30, 2029

FOR THE ASSOCIATION

Jeanne Cerniglia, President

Negotiations Team Member

Negotiations Team Member

Labor Relations Consultant

This Contract and its appendices were adopted by the Association by its secret ballot counted

unanimous.

Secretary

FOR THE BOARD

Superintendent

President

Treasurer

Negotiations Team Member

This Contract and its appendices were adopted by the Board at its meeting of January 5, 2026

APPENDIX A

WAYNEDALE LOCAL SCHOOLS
GRIEVANCE FORM

Name(s) of Grievant: _____

Alleged Grievance (Include specific citation to the Article and Section which you are claiming has been misrepresented, misapplied, or violated, and the date of the alleged violation):

_____

_____

_____

_____

Remedy Requested:

_____

_____

_____

_____

Step 2: Date written grievance filed for review: _____

Date of written response from principal: _____

Response:

Step 3: Date written grievance filed for review: _____

Date of written response from Superintendent: _____

Date of Conference: _____

Response:

Step 4: Date written grievance filed for review: _____

Date of written response from Board: _____

Date of Conference: _____

Response: