



10/11/11
11-MED-04-0664
2118-01
K27918

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
WHEELERSBURG LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
WHEELERSBURG EDUCATION ASSOCIATION

AUGUST 16, 2011

TO

AUGUST 15, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Recognition, Bargaining Procedure & Conflict With Law	4
2. Association Privileges	7
3. Grievance Policy and Procedures	9
4. Teacher Work Year	12
5. Salary Adjustment for Advanced Training	13
6. Teacher Vacancy Posting	14
7. School Calendar - Teacher Input	15
8. Payroll Procedures	16
9. Teacher Dismissal	18
10. Reduction in Force	19
11. Sick Leave	20
12. Severance Pay	21
13. Personal Leave	22
14. STRS Pick-up	23
15. Life Insurance	24
16. Dental Care Insurance	25
17. Vision Care Insurance	26
18. Medical/Surgical Insurance and Major Medical Insurance	27
19. Free Tuition for Children of Non-Resident Teachers	28
20. Interpersonal Communications	29
21. Work Day	30
22. Assault Leave	31
23. Unpaid Leave of Absence	32
24. Public Complaint Procedure	34
25. Drug Free Work Place	35
26. Salary Schedule	36
27. Early Notice of Service Retirement	37
28. Local Professional Development Committee	38
29. Evaluation of Professional Staff (Teachers)	40

TABLE OF CONTENTS, continued

30.	Entry Year Program	42
31.	Section 125 Plan	43
32.	Employment of Retired Teachers	44
33.	Personnel File	45
34.	Sequence of Contracts	46
35.	Duration of this Agreement	47
	Signature Page	48
	Appendix A-1--Current Certified Salary Schedules 2011-2012	49
	Appendix A-2--Current Certified Salary Schedules 2012-2013	50
	Appendix A-3--Current Certified Salary Schedules 2013-2014	51
	Appendix B-1--Current Supplemental Salary Schedules 2011-2012	52 & 53
	Appendix B-2--Current Supplemental Salary Schedules 2012-2013	54 & 55
	Appendix B-3--Current Supplemental Salary Schedules 2013-2014	56 & 57
	Appendix C--Drug Free Work Place Policy	58
	Appendix D--Early Notice of Service Retirement	60
	Appendix E--Teacher Evaluation Form	61
	Appendix F--Grievance Forms I, II, & III	62 - 64

ARTICLE 1:
RECOGNITION, BARGAINING PROCEDURE & CONFLICT WITH LAW

1.100 PREAMBLE

1.110 It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the Wheelersburg Local School District Board of Education, hereafter referred to as the Board, the Superintendent and his staff, and the Wheelersburg Education Association, hereafter referred to as the Association, to discuss matters of concern to either party and to reach satisfactory agreement on these matters.

1.200 RECOGNITION

1.210 The Board recognizes the Association, affiliated with the OEA-NEA, as the exclusive bargaining representative of all classroom teachers, librarians, guidance counselors, certified nurses, special teachers, and part-time certificated employees employed under regular contracts, hereafter referred to as teaching personnel, but not to include principals, the Superintendent or other supervisory and administrative staff personnel, hereafter referred to as administrative personnel.

1.220 The Association recognizes the Board as the duly-elected or appointed officials responsible by statute for the execution of the mandated and delegated authority applicable to local school districts in the State of Ohio, and further recognizes that the Board is legally responsible to the public.

1.300 BOARD'S RESPONSIBILITIES

1.310 The management of the District and the authority to execute all of the various functions and responsibilities incident thereto are vested in the Board. The direction of employees of the Board, the establishment of policies, the determination of processes, schedules, and means of instruction and operating the school plant, the units of personnel required to perform such processes, and other responsibilities incidental to the operation of the plant are vested in the Board. Such duties, functions and responsibilities shall also include hiring, retirement, disciplining, and evaluating the qualifications of employees and promotions.

1.320 The exercise of such authority shall not conflict with the applicable statutes of the State of Ohio and rights of the Association under the terms of this Agreement.

1.330 Items that are negotiable shall include, but not be limited to, all matters pertaining to wages, including regular salaries and supplemental salaries, hours and all other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.

1.340 No member of the bargaining unit shall be discriminated against on the basis of race, creed, color, national origin, sex, age, ancestry, marital status, handicap, or veteran's status.

1.400 PROCEDURES

- 1.410 A request to bargain shall be submitted, in writing, by the Association to the Superintendent, or by the Superintendent to the Association President, not earlier than March 15 nor later than April 1 of the year in which this Agreement expires, unless otherwise mutually agreed.
- 1.420 A mutually convenient meeting shall be held no later than thirty (30) days after the date of the original request, unless otherwise mutually agreed. All meetings shall be in executive session.
- 1.430 At the first meeting, representatives of the Board and representatives of the Association shall exchange all bargaining proposals. No additional items shall be added after the first meeting unless otherwise mutually agreed. Both parties may appoint up to six (6) bargaining representatives.
- 1.440 Each party shall have the right to caucus at any time for a period of thirty (30) minutes, or as otherwise mutually agreed. Either party may use consultants, as it deems necessary. As items receive tentative agreement, they shall be reduced to writing and initialed by each party.
- 1.450 Until an Agreement is ratified by both parties, no information is to be communicated to the general public unless prior written approval is agreed upon by both parties.
- 1.460 At the conclusion of each bargaining session, there will be a mutually agreed upon time, place and date for the next meeting.

1.500 AGREEMENT

- 1.510 If a consensus on all items is reached, the full tentative agreement shall be reduced to writing and presented first to the general membership of the Association by the President for ratification and then to the Board by the Superintendent for ratification.
- 1.520 Upon ratification by the Board and the Association, the new Agreement shall become effective, binding and be executed by the parties.

1.600 DISAGREEMENT

- 1.610 If agreement cannot be reached within sixty (60) days of the initial bargaining meeting, either party may declare impasse on items of disagreement. Upon such declaration the parties will mediate their dispute under the auspices of the Federal Mediation and Conciliation Service until the expiration date of this Agreement or such subsequent date certain as the parties may mutually agree upon.
- 1.620 Mediation, as described above, shall supersede and operate in lieu of all procedures appearing in Section 4117.14 of the Ohio Revised Code, but in no way waives the Association rights under Section 4117.14(D)(2) of the Ohio Revised Code.

1.700 AMENDMENTS

1.710 If changes in this Agreement are proposed by either party, the procedures in Sections 1.3, 1.4 and 1.5 will be followed.

1.800 CONFLICT WITH LAW

1.810 In the event there is a conflict between a provision of this Contract and Section 4117.10 (A) of the Ohio Revised Code or a federal law, or a valid rule or regulation adopted by a federal agency the law shall prevail as to that provision. All other provisions of this Contract which are not in conflict with Section 4117.10 (A) of the Ohio Revised Code or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within thirty (30) days by demand of either party.

1.820 If, during the term of this Contract, there is a change in Section 4117.10 (A) of the Ohio Revised Code of federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within thirty (30) days by demand of either party.

1.830 If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within thirty (30) days by demand of either party.

ARTICLE 2:
ASSOCIATION PRIVILEGES

- 2.100 The Association shall have the following rights and privileges:
- 2.101 The Association shall have the right to use the inter-school mail system, e-mail and mail boxes to disseminate Association information.
- 2.102 The Association shall be allowed the use of school buildings within the District for meetings, provided such use is scheduled in advance and does not interfere with school programs, previously scheduled activities, or building maintenance.
- 2.103 The Association shall have bulletin board space in each faculty lounge.
- 2.104 A copy of the Board policy book shall be provided in the school library as well as revisions of policies as they occur. A copy of Board policy revisions shall be available in each school library.
- 2.105 The Association shall have the right to use copying and duplicating machines, typewriters, telephones, word processors, computers, audiovisual equipment, and adding machines. The Association shall pay for all supplies it uses and any additional charges incurred. Such use shall be with prior notification to the building principal and not interfere with school use or scheduled maintenance.
- 2.106 Representation: Bargaining unit members shall have the right to be accompanied by or represented by a representative of the Association at all meetings, conferences, or hearings called by the administration for disciplinary action, or any action which the member believes may adversely affect the member's employment status. A representative involved in the representation of an employee shall not suffer any loss of pay if the hearing, conference, or meeting is scheduled during the workday.
- 2.107 The Association President or designee may meet with Association members before or after the workday or during a teacher's lunch break.
- 2.108 The Association President or designee shall advise the building principal or designee of his/her presence in the building and the identity of the teacher he/she wishes to meet immediately upon arriving at the building.
- 2.109 The Association President shall be notified of any change in the regularly scheduled board meeting.
- 2.110 Meetings between the Association and Board normally shall be scheduled outside the working day. Whenever the Board or its representative determines to schedule a meeting with bargaining unit members during working hours in negotiations, grievances, meetings, and/or conferences, bargaining unit members shall suffer no loss of pay.
- 2.111 The Association shall be provided with a short period of time during the opening day teachers' meeting and all other faculty meetings to make brief announcements to teachers.

2.112 Upon written request by the Association's President or designee, the Treasurer will provide documents needed for the negotiation of a successor agreement. The documents shall include but not be limited to, the following:

2.1121 The June 30 Treasurer's year-end Report:

- a. Budget accounts by fund, function and object codes
- b. Revenue accounts by fund and receipt code
- c. Financial report by fund.

2.1122 The most recent Amended Certificate

2.1123 The Annual Appropriations Resolution

2.1124 The January Tax Budget

2.1125 Five-Year Forecast

2.1126 SM-2

2.1127 The most recent treasurer's Monthly Report: same documents as in Item "2.1121".

2.1128 A current training and experience grid.

2.200 The Board will grant two teacher representatives of the Wheelersburg Education Association one professional day each to attend the annual Ohio Education Association Spring Delegate Assembly.

2.300 The Wheelersburg Board of Education recognizes the Wheelersburg Education Association as the local professional organization of teachers and encourages all newly hired teachers to join the WEA. The option to not join will be presented at the local orientation day for new teachers. The administration will provide the WEA with at least 15 minutes to meet and discuss the policies of the WEA, OEA and NEA during the orientation day. If newly hired teachers choose to "opt-out" they must sign the appropriate form, furnished by the WEA at the teacher orientation day.

ARTICLE 3:
GRIEVANCE POLICY AND PROCEDURES

3.100 PURPOSE

3.110 The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances.

3.200 DEFINITIONS

3.210 A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement, an individual employee contract, an administrative rule or a building regulation.

3.220 "Class action grievance" shall be a grievance that affects more than one employee.

3.230 A "grievant" is the employee initiating the grievance or the Association.

3.240 "Appropriate supervisor" for the purpose of the grievance procedure shall mean the lowest level administrator having the authority to resolve the grievance.

3.250 "Days" shall mean workdays. A workday shall be considered Monday through Friday, including the period of time during the summer when the school is not in session. Workday shall not be considered holidays and/or calamity days, spring or Christmas break or national holidays.

3.300 RIGHTS AND RESPONSIBILITIES

3.301 A grievance alleged to be a class action will have arisen from identical circumstances affecting each member of the group.

3.302 The grievant has the right to Association representation and/or counsel at all meetings and hearings involving the grievance.

3.303 The Association shall receive copies of all communications in the processing of a grievance by any employee(s).

3.304 Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.

3.305 Failure of the Board or Administration to comply with timelines shall entitle the grievant to proceed to the next step of the grievance procedure.

3.306 All communications regarding grievances shall be hand-delivered or mailed by certified mail with return receipt requested.

3.307 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless both parties agree.

- 3.308 If the parties agree to hold any meeting during the workday, the grievant and his/her representatives shall be permitted to attend a grievance meeting with no loss of pay or benefits.
- 3.309 No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- 3.310 A grievance may be withdrawn by the Association at any time without prejudice.
- 3.311 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement.
- 3.312 In compliance with Title IX of the Education Amendments of 1972, this grievance procedure will be utilized for any grievance relating to Title IX, except that such grievance shall be filed directly with the local Superintendent, who is designated a Compliance Officer for Title IX.
- 3.400 GRIEVANCE PROCEDURE
- 3.410 Step One: Any employee having a grievance shall first discuss such grievance with his/her appropriate supervisor.
- 3.420 Step Two:
- 3.421 If the discussion does not resolve the grievance to the satisfaction of the grievant, such employee shall file a written grievance (Appendix F--Form I) with the employee's appropriate supervisor. Such written grievance shall be lodged within twenty (20) days following the act or condition, which is the basis of the grievance. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision allegedly violated, misinterpreted, or misapplied.
- 3.422 A copy of such grievance shall be filed with the Superintendent. The grievant shall have the right to request a hearing before the appropriate supervisor. Such hearing shall be conducted within five (5) days after receipt of such request.
- 3.423 The appropriate supervisor shall take action on the written grievance within five (5) days after 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 Superintendent.
- 3.430 Step Three:
- 3.431 If the action taken by the appropriate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal, in writing (Appendix F--Form II), to the Superintendent. Such an appeal must take place within ten (10) days of the receipt of the written decision rendered in step two.

- 3.432 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 hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association, and appropriate supervisor.
- 3.440 Step Four:
- 3.441 If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal, in writing (Appendix F--Form III), to the Board. Such an appeal must take place within ten (10) days of the receipt of the written decision rendered in Step Three. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda no later than the next regular meeting of the Board.
- 3.442 The Board shall hear the appeal in executive session and act upon appeal no later than its next regular meeting. The Board's action shall be final and will be based upon the recommendation of the Superintendent and the arguments presented by, or on behalf of the grievant. Copies of the final action shall be sent to the grievant, the Association, Superintendent, and appropriate supervisor.

ARTICLE 4:
TEACHER WORK YEAR

- 4.100 The teacher work year will consist of 184 workdays, as set forth in the Board-adopted school calendar. One teacher workday shall be performed at the teacher's discretion during the two weeks prior to the opening of school.

ARTICLE 5:
SALARY ADJUSTMENT FOR ADVANCED
TRAINING COMPLETED DURING MID-YEAR

- 5.100 On the first of the month following the presentation of evidence, which would qualify a teacher to advance to the next column of the salary schedule, the teacher shall be advanced to that column.

ARTICLE 6:
TEACHER VACANCY POSTING

- 6.100 Following the superintendent's knowledge that a vacancy shall or does exist in any supplemental, teacher, and/or administrative position, a Job Vacancy Notice will be posted in each designated area of the district's buildings. Job vacancy positions shall be limited to one vacancy per paper, and shall include the following: a heading of large distinct capital letters (TEACHING POSITION), job title, description of duties, qualifications required, and final date of acceptance of applications. During the summer months certified employees will receive a list of job vacancies through the district email. Employees who receive a paper check and wish to receive a vacancy posting by mail shall submit a request to the superintendent by the last teacher work day. Public advertising for any bargaining unit job vacancy shall not take place prior to the date of school wide posting of the vacancy. The Board shall allow current staff to apply for the position(s) in question by not filling said vacancy(s) for period of at least five (5) working days following the posting. Prior to filling any vacancy(s), the Board shall give due consideration to qualified regularly employed certificated staff who have applied for said vacancy(s). It is the responsibility of all teachers to keep their qualifying credentials on file with the local Superintendent, and to make their interest in other areas known to him in writing. Qualified bargaining unit personnel who are denied said posted position shall be given written reasons upon request within ten (10) working days of such request.
- 6.200 The Superintendent retains the right to delay the posting of a job vacancy, if in his judgment, the delay will serve the best interest of the students; and, if it occurs after school is in session. The Superintendent may elect to employ a substitute for the duration of the delayed posting. There will be a notice of the delayed posting placed in all buildings indicating when applications for the job vacancy will be accepted.
- 6.300 Supplemental job vacancies may list multiple vacancies per paper, and shall include the following: a heading of large distinct capital letters (SUPPLEMENTAL POSITION), job title, description of duties, qualifications required, and final date of acceptance of applications.
- 6.400 Prior to any involuntary transfer, the Administration will provide the teacher with an explanation of the reason(s) for the transfer.

ARTICLE 7:
SCHOOL CALENDAR-TEACHER INPUT

- 7.100 Teacher input for the school calendar for the following school year shall be made to the local Administration not later than January 1 of each year and will be considered when the final calendar is discussed by the Superintendents at the county level. Once the County Educational Service Center Governing Board adopts the county calendar, the Association will submit written input to the Board concerning the proposed calendar prior to its adoption. The Board will make the final decision on the adoption of the school calendar.

ARTICLE 8:
PAYROLL PROCEDURES

8.100 Section 1

8.110 Salary checks will be paid in twenty-six (26) bi-weekly pay periods, with all employees being paid every two weeks. Paydays will occur on every other Friday. Every five or six years as necessary, the Treasurer may use a pay period of up to three weeks to avoid a twenty-seventh (27th) pay in a year, provided six weeks prior notification is given to all bargaining unit members.

8.200 Section 2

8.210 The Board agrees to deduct dues, fees, and assessments from the pay of an employee upon receiving written authorization, signed individually and voluntarily by the employee. Payroll deduction shall be provided for the following:

8.211 Association Dues: WEA, SEOEA, OEA, NEA, and specified other departmental groups and shall be considered one (1) deduction

8.212 Insurance

8.213 Annuities, provided that after July 1, 1990, the agent, company or broker must be designated by at least five employees and must execute a reasonable agreement protecting the District from liability attendant to procuring the annuity

8.214 (deleted)

8.215 Income Taxes: Federal, state (Ohio, Kentucky, or West Virginia), city, and other governmental taxes.

8.220 The signed payroll deduction form for Association dues must be presented to the board's designated payroll officer who will deduct Association dues from the payroll check beginning with the second pay date in October. A check, equal to the amount of the payroll deduction for Association dues, shall be remitted to the Association within 30 days of the date such deductions are made.

8.221 The authorization for payroll deductions for Association dues will remain in effect from year to year unless cancelled in writing by the teacher during the first fifteen workdays of any school year. Letters of cancellation must be written to both the Association President and Treasurer. The Treasurer of the Association shall notify the Treasurer of the Wheelersburg Local School District by October 1 of each year of the dollar amount of the combined dues of the WEA/OEA/NEA/SEOEA.

8.230 Dues authorization shall be irrevocable for the term of one school year.

8.240 The Board shall be relieved from making such deductions upon the employee's:

8.241 Termination from the payroll

- 8.242 Written notification to stop a previously authorized deduction except as limited by paragraph two, item 8.230 above.
- 8.250 It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions, or proceedings by any Association member arising from deductions made by the Board hereunder.
- 8.260 The Treasurer shall normally distribute salary notices to each teacher no later than July 1 for the succeeding school year. However, when the salary schedule has not been agreed upon by July 1 the Treasurer shall then distribute the salary notices within thirty (30) days of the approval of the new salary schedule by both parties.
- 8.270 Direct Deposit
- 8.271 Members of the bargaining unit shall be paid by direct deposit.
- 8.272 The "Authorization Agreement for Direct Deposit" must be submitted to the Treasurer two weeks before initial payday. Direct deposit of payroll will actually begin with the initial paycheck.
- 8.273 In the event of a computer problem, all the payroll may have to be paid in check form to meet the payroll.

ARTICLE 9:
TEACHER DISMISSAL

- 9.100 The nonrenewal of a teacher's contract for classroom performance shall be based on the formal evaluation of the individual's performance as set forth in the evaluation procedure appearing in Article 29 of this Agreement and recommendation of the Superintendent. Notice of the superintendent's recommendation for nonrenewal and specific reason(s) for nonrenewal will be given to the individual, in writing, not less than fifteen (15) days prior to Board action on the individual's contract. Except as superseded by the immediately preceding sentence, Section 3319.11 of the Ohio Revised Code shall govern the nonrenewal of a teacher's contract, with the further understanding and agreement that the evaluation procedure appearing in Article 29 supersedes and replaces all provisions of Section 3319.111 of the Ohio Revised Code.
- 9.200 The termination of a teacher's contract shall be governed by Section 3319.16 of the Ohio Revised Code.
- 9.300 With respect to disciplinary action short of termination, the Board will follow traditional principles of progressive discipline (oral warning, written reprimand, suspension without pay, termination) with the further understanding that in serious cases of misconduct the warning, reprimand, and suspension steps may be bypassed in whole or in part in light of the particular surrounding circumstances. At any disciplinary meeting, the employee is entitled to be represented as per Article 2.106. The employee shall have the right to attach a statement reflecting his/her position with respect to any disciplinary action placed in the employee's personnel file.

ARTICLE 10:
REDUCTION IN FORCE

- 10.100 The Board may reduce the number of teaching contracts for the reasons set forth in O.R.C. 3319.17.
- 10.200 All members of the bargaining unit will be placed on a seniority list for their current teaching field. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
- 10.300 Seniority will be defined as the length of continuous service as a certificated employee under regular teaching contract in this district.
- a. Board approved leaves of absences for military leave, educational leave, family medical act leave and disability leave will not interrupt seniority.
 - b. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - i. The date of the board meeting at which teacher was hired, and then by;
 - ii. The order of the agenda for the board meeting at which teacher was hired, and then by;
 - iii. Any remaining ties will be broken by lot.
- 10.400 Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field.

ARTICLE 11:
SICK LEAVE

11.100 Each full-time employee shall be entitled to sick leave of one and one-fourth (1-1/4) days per month of service, and to accumulate sick leave days up to a maximum of two hundred twenty-five (225) days. Part-time regular employees shall be entitled to sick leave commensurate with the amount of time of their part-time duties. Sick leave may be used in accordance with provisions of Section 3319.141 of the Ohio Revised Code.* In addition, up to six weeks of sick leave may be used for the adoption of a preschool aged child. Paid sick leave shall not be available for the adoption of stepchildren.

*For illness or injury, immediate family shall be defined as the employee's spouse, child, parent, sibling, father-in-law, and mother-in-law regardless of place of residence or any other relative residing in the employee's home. For funerals or life threatening situations, this definition shall be extended to include daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, maternal or paternal aunt or uncle, or other persons who have assumed a similar position as parents to the employee. For the extended definition of immediate family, there shall be a limit of 3 days for funerals and 5 days for life-threatening situations.

ARTICLE 12:
SEVERANCE PAY

- 12.100 The Board shall pay severance pay to all retiring employees for converted accumulated sick leave in accordance with the following provisions:
- 12.110 Payment will be made for twenty-five percent (25%) of the accumulated sick leave up to a maximum of fifty (50) days of severance pay, except that an employee who has less than five (5) years of services in this School District shall be limited to thirty (30) days of severance pay.
- 12.120 Payment will be made at the per diem rate of the employee at the time of retirement.
- 12.130 Payment will be made to the employee only at the time he has become a retiree of the State Teacher's Retirement System.
- 12.140 Once severance pay has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited.

ARTICLE 13:
PERSONAL LEAVE

- 13.100 The Board shall grant two (2) days of unrestricted personal leave each school year to all employees, except the days will be granted under the following provisions:
- 13.110 The days shall not be taken during the first two-(2) weeks of the school year, or during the last two-(2) weeks of the school year;
- 13.120 The days will not be taken immediately before or after any school holiday period;
- 13.130 The days shall be scheduled with the building principal at least two (2) school days in advance;
- 13.140 The days will be granted to not more than two (2) teachers at one time at the high school building and not more than two (2) teachers from the PS-3 section and not more than two (2) teachers from the 4-8 section of the elementary building.
- 13.150 In place of each unused personal leave day bargaining unit members will be credited that specific number of days to their accumulated sick leave.
- 13.200 The Board will grant one (1) additional day of restricted personal leave during each school year to all employees upon written request by the employee and approval of the Superintendent.
- 13.201 The Board will grant one (1) additional day of restricted personal leave during each school year to all employees upon written request by the employee and approval of the Benefit Review Committee. The maximum number of additional restricted days per year to be approved under this section is five (5) days for the bargaining unit.
- 13.202 The Benefit Review Committee will consist of up to three (3) members appointed by the Association and up to three (3) members appointed by the Board. The committee will review the request and make a recommendation to the Superintendent. If the committee cannot reach a decision upon a request, the decision will be made by the Superintendent.
- 13.210 The employee shall state basic particulars regarding the need for use of the restricted personal leave day. The request shall be submitted to the building principal prior to the date used, except in emergency situations.
- 13.220 Among the considerations for granting the restricted personal leave day are the following: Personal and legal businesses that cannot be conducted outside the school day, religious holidays, attendance at graduation, marriages, or other special ceremonies of members of the immediate family, and for other good and just causes. Personal leave will not be granted for those absences normally charged to sick leave in order to conserve sick leave, but should be used where sick leave would not apply, such as the funeral of a neighbor or close friend. Requests for personal leave immediately before or after a school holiday period will be disapproved, except for emergency situations beyond the control of the employee.
- 13.300 Any request for paid personal leave that has been denied by the Superintendent will be referred to the Board upon the request of the employee. Personal leave without pay may be granted for any purpose at the discretion of the administration.

ARTICLE 14:
STRS PICK-UP

- 14.100 The Board will pick-up employee contributions to STRS for all certificated employees, as a condition of employment. The Board authorizes the Treasurer to contribute to STRS, in addition to the board's required employer contributions, an amount equal to each employee's contribution to STRS, in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employee.
- 14.200 Each employee's contract salary will be restated as consisting of (a) a cash-salary component and (b) a pick-up component, which is equal to the amount of the employee contribution being picked-up by the Board on behalf of the employee; and that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each employee; and that sick leave, severance, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.
- 14.300 The employee contribution will be deducted from employee paychecks in twenty-six equal deductions according to the percentage that is mandated by the State Teachers Retirement System of Ohio.

ARTICLE 15:
LIFE INSURANCE

15.100 Life insurance coverage will be \$40,000 for each employee. The cost of the life insurance will be paid 100% by the Board. The Board reserves the right to select the carrier for this insurance.

ARTICLE 16:
DENTAL CARE INSURANCE

16.100 Dental Care Insurance will be provided by the Board on an 85/15 cost split. The Board will pay 85% of the cost and the employee will pay 15%. The insurance plan selected by the Board will be equivalent to the present plan. The Board reserves the right to select the carrier for this insurance.

ARTICLE 17:
VISION CARE INSURANCE

17.100 Vision Care Insurance will be provided by the Board on an 85/15 cost split. The Board will pay 85% of the cost and the employee will pay 15%. The insurance plan selected by the Board will be equivalent to the present plan. The Board reserves the right to select the carrier for this insurance.

ARTICLE 18:
MEDICAL/SURGICAL INSURANCE AND MAJOR MEDICAL INSURANCE

- 18.100 The Board shall pay the premiums for each medical/surgical and major medical insurance policy for each full-time bargaining unit member electing medical/surgical and major medical insurance on the following basis:
- 18.110 The Board shall pay 85% of the monthly premiums of each individual or family policy; and the employee shall pay 15% of the monthly premium.
- 18.111 The Board shall award a stipend of nine hundred dollars (\$900.00) to any current employee who is not enrolled in the District's Medical/Surgical Insurance and Major Medical Insurance Plan as of October 1 of each contract year providing the employee is eligible to be enrolled in the plan. The stipend will be pro-rated for employees who are considered less than full-time according to the policy of the Board of Education or who are hired after October 1st.
- 18.112 The \$900.00 stipend will be paid on the second regular pay in April of the current contract year.
- 18.113 If any teacher who receives a \$900.00 stipend, re-enrolls during the contract year, under the hardship provision, said teacher shall reimburse the Board the \$900.00 stipend on a prorated, by month basis. (Clarification: If an employee is off the District Plan for 6 months and re-enrolls, the teacher would pay back 50%; if off 3 months and re-enrolls, the teacher would reimburse 75% of the stipend.)
- 18.120 The Board of Education shall make available to all eligible bargaining unit members all medical insurance packages offered by the Scioto County Schools Council of Governments.

The parties shall establish a Benefit Review Committee consisting of three (3) members appointed by the WEA President and three (3) members appointed by the superintendent. The committee will review insurance issues and may make recommendations to the Board of Education. The committee is advisory in nature and has no decision making authority. The members of the committee will not be compensated. All meetings will be held outside the normal school day. Minutes of committee meetings will be prepared. An association member and a superintendent appointed member will alternate as chairperson on an annual basis.

In the event the Scioto County Schools Council of Governments disbands or no longer provides medical insurance packages to the member schools, the Board of Education will seek the advice of the WEA membership, through the Benefit Review Committee. The Board of Education has the final responsibility for selection of medical insurance companies.

- 18.130 When an employee and that employee's spouse are both employees of the Board, the Board shall pay 100% of the premium of the family policy. One policy shall be provided where more than one family member is employed by the Board. The spouse that is not the employee of record on the insurance policy is not eligible for the Medical Insurance stipend payment described in 18.111.
- 18.140 Board payment of insurance premiums for part-time employees will be prorated in accordance with Board policy.
- 18.150 The Association shall have the right to send a representative to the Council of Government meetings for the Scioto County Schools Health Benefit Plan. The representative shall assist in communicating the views of the Association to the Council, and the council's views and actions to the Association. This representative shall be granted professional leave for such meetings but shall not be reimbursed by the Board for other expenses.

ARTICLE 19:
ENROLLMENT STATUS FOR CHILDREN OF NON-RESIDENT TEACHERS

19.100 Enrollment in the Wheelersburg Local School District will be guaranteed to:

19.101 Ohio resident teacher by open enrollment.

19.102 Non-Ohio resident teachers by free tuition.

ARTICLE 20:
INTERPERSONAL COMMUNICATIONS

20.100 The Board will establish and maintain a policy that perpetuates open communications between the Bargaining Unit and Administration.

ARTICLE 21:
WORKDAY

- 21.100 The regular work day for bargaining unit members shall be seven (7) hours and twenty-five (25) minutes, inclusive of a thirty (30) minute duty-free lunch period. In addition, employees will perform their current customary duties outside the regular workday (i.e. open house) and will also perform duties during extenuating circumstances (i.e. weather emergencies or bus delays).
- 21.200 Teachers will be paid the Board approved supplemental duty hourly rate, prorated to the length of the conference schedule, not to exceed a full day, for attendance and participation at superintendent approved professional development conferences held on Saturday or Sunday. The teacher will submit a pay request and supporting conference documentation upon return to work.

ARTICLE 22:
ASSAULT LEAVE

- 22.100 A bargaining unit member who is absent due to disability resulting from an unprovoked physical attack upon the bargaining unit member occurring on Board premises or while in attendance at an official school function and in the course of the employee's employment shall, subject to the specifications below and the approval of the Superintendent, be granted up to a maximum of fifteen (15) working days of assault leave. During assault leave, the employee shall be maintained on full pay basis, and the leave shall not be charged against sick leave or personal leave. At the expiration of the fifteen (15) working days of assault leave, if the employee is still disabled, the employee may use his accumulated sick leave or apply for workers' compensation, if eligible, for the period of physical disability.
- 22.200 A bargaining unit member requesting assault leave will complete and submit to the Superintendent an assault leave request form provided by the Board which includes the following:
- 22.210 Date and time of occurrence
- 22.220 Identification of the individual(s) causing the assault (if known)
- 22.230 Facts and circumstances surrounding the assault
- 22.240 A certificate from a licensed physician describing the nature of the injury sustained causing absence and the number of days the employee will be unable to work due to the injury. The Board may also require the employee to be examined by its physician at its expense
- 22.250 A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s)
- 22.260 Signature of the assaulted employee.
- 22.300 An employee disabled for fifteen (15) or fewer days as a result of assault and who has been granted a leave will be returned to the same position held at the time of the incident.

ARTICLE 23:
UNPAID LEAVE OF ABSENCE

- 23.100 The Board shall grant an employee an unpaid leave of absence where illness or disability is the reason for the request pursuant to the specifications and requirements of Section 3319.13 of the Ohio Revised Code.
- 23.200 An employee may request and may be granted an unpaid leave of absence for educational or other reasons subject to the specifications set forth below:
- 23.210 A written request for the leave shall be submitted to the Superintendent by June 1 of the year the employee intends to take leave. The request shall specify the reason(s) for the leave, the proposed commencement date and proposed duration. Where the leave is for educational purposes, the request shall specify sufficient detail on the academic program to be done to permit an informed judgment by the local Superintendent on whether such program reasonably relates to and would enhance the educational services to be performed by the employee upon return to active status. Upon completion of any leave for educational purposes, the employee shall submit satisfactory verification of completion of schooling to the Superintendent.
- 23.220 When granted, leaves shall be for a maximum of one (1) school year. Leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one (1) additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made at least forty-five (45) days before the expiration of the leave.
- 23.231 Bargaining unit members shall inform the Superintendent in writing of their intention to return to duty from the leave by April 1.
- 23.300 The following conditions shall apply to any leave which is taken under this Article:
- 23.310 An employee will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the first full premium due date following the commencement of the employee's unpaid leave status.
- 23.320 Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence or earned annual increments.
- 23.330 An earlier termination of leave, if requested in writing by the bargaining unit member, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.
- 23.340 Upon return to duty, the employee shall resume the contract status he/she held prior to the leave of absence unless the employee has been granted a continuing contract while on leave in accordance with applicable law.
- 23.350 Any employee who, while on unpaid leave of absence, accepts or engages in full-time or part time employment (except an internship which is a part of the employee's educational program) may be considered to have resigned his/her employment with the Board.

- 23.360 Upon return to duty, the employee will be placed on the same step of the salary schedule as he/she enjoyed prior to the leave, unless the employee actually worked sufficient days prior to the leave to entitle him/her to advancement in accordance with this Agreement.
- 23.400 All provisions of the federal Family and Medical Leave Act will be followed for unpaid leaves which the Act covers. The 12-month period during which an eligible employee may take up to 12 weeks of unpaid FMLA leave is a rolling 12- month period measured backward from the date the employee uses any FMLA leave.

ARTICLE 24:

PUBLIC COMPLAINT PROCEDURE

- 24.100 When any person makes a complaint to the Administrators, Board, or its members which is serious enough to become a matter of record, the appropriate administrator shall inform the employee of the complaint in a private meeting within a week of the complaint. The employee may have a representative of the Association present. The appropriate administrator and employee shall attempt to resolve that party's complaint. If the complaint is not resolved the administrator shall attempt to resolve the complaint by establishing a meeting with all parties.
- 24.200 If the complaint is not resolved at the building level, the Superintendent shall attempt to resolve the complaint by establishing a meeting with all parties concerned. If the complaint is not resolved by the Superintendent, the matter shall be referred to the Board for resolution. All parties may attend the Board meeting when the complaint is discussed. The bargaining unit member shall have the right to representation at these meetings.
- 24.300 No bargaining unit member shall be reprimanded as a result of a complaint by any person unless the Administration has conducted a complete investigation.

ARTICLE 25:

DRUG FREE WORK PLACE

25.100 The Board and the Association agree to the DRUG FREE WORK PLACE POLICY appearing in Appendix C of this Agreement.

ARTICLE 26:
SALARY SCHEDULE

- 26.100 It is agreed the base salary for the “Certified Salary Schedule” shall be \$29,549, \$29,845 and \$30,143 for the 2011-2012, 2012-2013 and 2013-2014 school years using the same present index and the same increment steps as in the present salary schedule. See appendices A-1, A-2 and A-3.
- 26.200 A flat amount will be paid to employees qualifying for Masters plus 15 semester hours in the amount of \$2,000. Notification of eligibility may be made to the Treasurer's office at any time during the school year.
- 26.300 It is agreed the base salary for the “Supplemental Salary Schedule” shall be \$28,688, \$28,975 and \$29,265 for the 2011-2012, 2012-2013 and 2013-2014 school years using the same present index and the same increment steps as in the present salary schedule. See appendices B-1, B-2 and B-3.

ARTICLE 27:

EARLY NOTICE OF SERVICE RETIREMENT

27.100 The Wheelersburg Local School District Board of Education will implement a retirement incentive plan only on the following terms:

27.110 Only bargaining unit employees who satisfy all eligibility and notice requirements specified below shall be entitled to participate.

27.120 A bargaining unit employee, who is eligible for STRS retirement, shall be entitled to receive a one-time lump-sum payment less applicable payroll withholdings, to be paid with the retiree's severance pay based on the following graduated scale.

<u>Years of Service</u>	<u>Amount</u>
25 - 30	\$3000
31	\$3000
32	\$2500
33	\$2500
34	\$2000
35	\$2000

To participate in this benefit, the employee must submit written notice, using the Early Notice of Service Retirement form (Appendix D), of the employee's intent to retire to the District Superintendent by not later than 3:00 p.m. on the day of the Board of Education's regular February meeting, and must actually retire, as of the end of the current school year. Submission of the Early Notice of Retirement Form (Appendix D) will be considered the eligible employee's resignation and will be accepted at the next regularly scheduled Board of Education meeting.

27.130 Eligibility for a disability benefit under STRS criteria cannot qualify an employee for participation in this retirement incentive program, nor can a resignation for any reason other than service retirement under STRS criteria.

27.140 The benefit provided to an eligible employee under this program is independent of any severance pay to which the employee may be entitled under Article 12 of the 2011- 2014 collective bargaining agreement between the Board and Association.

27.150 A regularly employed part-time bargaining unit employee may participate in this program if he/she satisfies all eligibility and notice requirements specified herein, but the amount of the payment under section 27.120 or section 27.130 above, whichever is applicable, will be prorated in proportion to the employee's part-time work schedule relative to a full-time work schedule.

ARTICLE 28:

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

28.100 PURPOSE

28.110 A Local Professional Development Committee (LPDC) shall be established to oversee, review, and approve or disapprove professional development plans which consist of the formal course work and other professional continuing education activities which are proposed to be accomplished by an educator to fulfill license/certificate renewal requirements.

28.200 TERMS OF OFFICE

28.210 The term of office for members serving on the committee shall be for two years. The terms shall be staggered. For the initial appointment, one teacher member and one principal member shall be appointed to one-year terms. Thereafter, all terms shall be two years.

28.300 COMMITTEE COMPOSITION AND SELECTION

28.310 The committee shall be comprised of five members as follows:

28.311 Three (3) teachers

28.312 One (1) principal

28.313 One (1) other district employee

28.320 The three-(3) teacher members shall be appointed by the WEA President or elected by the WEA membership. The principal member and other employee member shall be appointed by the Superintendent.

28.330 In the event of a vacancy, the committee member shall be replaced in accordance with 28.320 above and shall complete the term of the vacant slot.

28.400 CHAIRPERSON

28.410 The committee chairperson shall be determined by a majority vote of the committee members.

28.500 QUORUM

- 28.510 The committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful then decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three (3) committee members. The committee shall not be empowered to perform its business unless a minimum of three of its members are in attendance at any meeting which has been scheduled in accordance with provision "VIII" herein. Such quorum shall include at least one member of the bargaining unit and one member who is not in the bargaining unit.
- 28.520 Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

28.600 TRAINING

- 28.610 Members of the LPDC shall be afforded the opportunity to attend training in the purpose, responsibilities, implementation, functioning, and legal requirements of LPDC's.
- 28.620 Two days training per year will be approved for LPDC committee members. Professional leave may be used.
- 28.630 Subject to approval by the principal and Superintendent, LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. Expenses shall be submitted on the District Expense Report form.

28.700 MEETINGS AND COMPENSATION

- 28.710 Recognizing that LPDC members' first priorities are in their classroom or administrative responsibilities, meetings shall be held after the workday.
- 28.720 A notice of meetings of the LPDC shall be posted in each building two weeks in advance of the meeting date. An initial meeting of the LPDC shall be held no later than Sept. 15th annually.

28.800 APPEALS PROCESS

- 28.810 The LPDC shall establish its own appeals process to be used if an individual professional development plan is not approved by the LPDC.

ARTICLE 29:

EVALUATION OF PROFESSIONAL STAFF TEACHERS

- 29.100 The District's philosophy identifies two main thrusts apparent in this evaluation program. The first is to provide opportunities for self-analysis and self-development so that the individual staff member may develop his professional skills and performance. The second is to provide for a systematic evaluation to maintain a quality educational program.
- 29.200 When a teacher is offered a contract to teach in this District, it is because there has been a judgment which expresses confidence in the candidate's potential for and commitment to, professional growth, as well as his/her level of competence. Thus, there is every reason to build a staff evaluation which assumes the teacher's success. Through an open approach, apprehension about evaluation is unnecessary and the teacher may assume responsibility for using the information to increase his/her effectiveness. The desired result of a successful staff evaluation is to be found in the development of instructional skills to enhance learning opportunities for the individual pupil.
- 29.300 There is a considerable validity to the assumption of confidence that teachers can be, and will continue to be, successful in the positions for which they have been hired. However, it would be unrealistic to assume that all teachers will be successful, or that there would never be an instance of a once-effective teacher becoming unsatisfactory. For this reason, there must be a systematic approach to evaluation so that at various points in a person's professional career, there is a careful review of his performance to support valid evidence for nonrenewal or termination of a contract. There should also be evidence of successful performance for renewal or upgrading of a contract.
- 29.400 Evaluation Schedule
- 29.410 First-year Teacher - At least two (2) formal evaluations.
- 29.420 Second-year Teacher - At least two (2) formal evaluations.
- 29.430 Third-year Teacher (unless on continuing contract) - At least two (2) formal evaluations.
- 29.440 Limited - contract Teacher after third year - At least two (2) formal evaluations in last year of contract.

29.450 Continuing-contract Teacher - At least two (2) formal evaluations every third year.

29.500 A formal evaluation will include at least two separate observations of the teacher by the evaluator, with each observation consisting of not less than thirty (30) consecutive minutes. A post - evaluation conference will be held with the teacher promptly after the two-(2) observations are completed and the formal evaluation is deemed completed as of the end of this conference. Where at least two (2) evaluations are required during a school year, the first evaluation will be completed by not later than January 25 and the second evaluation will be completed by not later than April 10. These deadlines will be reasonably adjusted, however, when an unanticipated absence of the teacher or evaluator makes strict compliance infeasible. In addition, where a teacher only works part or none of the school year (due, for example, to being hired in the middle of a school year or to a leave of absence for some or all of a school year), these evaluation requirements and deadlines will be reasonably adjusted or eliminated as warranted by the particular circumstances.

29.600 Teacher Self-Evaluation

29.610 Teachers should use self-evaluation procedures through student response, at least every year the first three-(3) years and every second year thereafter.

29.700 Appendix E, Teacher Evaluation Form

[Adoption date: May 15, 1989]

LEGAL REFS.: ORC 3319.02

State Board of Education Minimum Standards 3301-35-03(A)(8)

ARTICLE 30:

Resident Educator Program

- 30.100 The Board will continue its Resident Educator Program through the South Central Ohio Educational Service Center. If for any reason the Board's present relationship with the SCOESC for this purpose terminates, the Board will either (1) specially contract with the SCOESC to provide the program, or (2) bargain with the Association regarding the terms of an alternative Program.

ARTICLE 31:

Section 125 Plan

- 31.100 The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be non-taxable.
- 31.200 Choice of which company will administer the program rests solely with the Board.
- 31.300 The Board will pay 100% of the cost for administering the program.

ARTICLE 32:
EMPLOYMENT OF STRS RETIREES

- 32.100 This Article governs the terms and conditions of employment of any retired teacher whom the Board chooses to regularly employ in a position that falls within the description of the bargaining unit appearing in Article 1 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
- 32.200 For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that the employee may receive not less than zero (0) nor more than five (5) years of vertical credit. Employee will advance step to step not to exceed five (5) years.
- 32.300 The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
- 32.400 Neither the evaluation procedures in Article 29 of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under Paragraph 2 above will automatically nonrenew at the end of its term. The procedures appearing in Section 3319.11 of the Ohio Revised Code Section, including the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.
- 32.500 The employee will be credited with zero (0) years of seniority and shall not accrue seniority for any purpose.
- 32.600 The employee shall be eligible for a supplemental contract at the discretion of the Superintendent, but will in no event displace a qualified bargaining unit member from a supplemental position.
- 32.700 The employee shall be eligible for all leaves under this Agreement except that in no event will the employee be awarded a sabbatical leave.
- 32.800 Employees who have retired and who have been re-employed by the Wheelersburg Local School District will have the same access to dental, vision and life insurance coverage as all bargaining unit members. Employees who have retired and who have been re-employed by the Wheelersburg Local School District will have access to health insurance coverage under the same provisions as other bargaining unit members provided he/she meets the requirements and guidelines of the health insurance provider of the group plan.
- 32.801 Effective January 1, 2009 employees who have retired and who have been re-employed by the Wheelersburg Local School District will have access to health insurance coverage under the same provisions as other bargaining unit members provided he/she meets the requirements and guidelines of the health insurance provider of the group plan and the employee will be eligible only for a single plan and must pay 50% of the premium.
- 32.900 The employee will in no event qualify for severance pay under Article 12 of this Agreement.
- 32.901 The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE 33:

Personnel Files

- 33.100 One (1) official personnel file shall be maintained in the District's central office for each employee.
- 33.200 An employee shall be permitted access to the contents of the employee's personnel file at all reasonable times, and may be accompanied by an Association representative. By written notice to the Superintendent or Treasurer, the employee may authorize an Association representative to review the employee's file. Access to the file by non-supervisory personnel shall be governed by Section 149.43 of the Ohio Revised Code.
- 33.300 An employee shall have the right to add a written comment to any information maintained in the employee's personnel file, provided such comment is provided within ten (10) working days.
- 33.400 This Article is not intended to preclude principals and other administrative employees from maintaining files with respect to employees under their supervision. An employee shall be permitted access to the contents of any such file as required by Section 149.43 of the Ohio Revised Code.
- 33.500 A disciplinary action placed in the employee's personnel file will be expunged five (5) years from the date of filing, unless (1) the discipline pertains to abusive conduct toward a student, parent, member of the public at a school-related function, or fellow employee, or (2) the employee has in the interim committed a similar offense.

ARTICLE 34:

SEQUENCE OF CONTRACTS

34.100 A. Limited regular contracts shall be issued in the following order:

1. Upon initial employment, the first limited contract shall be for one (1) year.
2. Upon completion of the first limited contract, an employee, if renewed, shall be offered a two (2) year limited contract unless Section 5 alters same.
3. Upon completion of a two year limited contract, an employee, if renewed, shall be offered a three (3) year limited contract unless Section 5 alters same.
4. Upon completion of a three year limited contract, an employee, if renewed, shall be offered a three (3) year limited contract unless Section 5 alters same.
5. The sequence of contract issuance may be altered if one of the following conditions exists:
 - a. A teacher is employed to fill a vacancy of an employee on leave of absence.
 - b. The teacher's evaluation indicates the need for an additional year of professional growth as determined by the Superintendent and the Board of Education.
 - c. The teacher has been granted a continuing contract in another school district in Ohio before being employed by Wheelersburg Local Board of Education.
 - d. Teachers on temporary certification/license.
 - e. The employee has met the requirements for a continuing contract in Section B.
 - f. A teacher who fails to achieve a professional teaching license during the first year of employment, if renewed, shall be offered a second one year limited contract.

B. Continuing Contracts

1. A teacher who has attained the statutory requirements for a continuing contract and has the appropriate certificate/license on file in the county office by April 1 will be considered by the Board for such contract. If the Board does not grant a continuing contract by April 30, the teacher shall continue on his/her limited contract.
2. At the conclusion of his/her limited contract, a continuing contract will be issued if the teacher has the appropriate certificate/license on file in the county office by April 1 unless the teacher's evaluation indicates that the teacher needs additional development. In which case, a one or two year probationary contract will be issued, with written specifications given and listing the areas for improvement. If, after the specified probationary contract, improvement is not shown, then said teacher may be non-renewed. This procedure shall be in accordance with 3319.11 of the Ohio Revised Code.

ARTICLE 35:

DURATION OF THIS AGREEMENT

35.100 This agreement between the Board and the Association is effective August 16, 2011 and expires August 15, 2014.

SIGNATURE PAGE

This Agreement covering the period of August 16, 2011 through August 15, 2014 between the WHEELERSBURG LOCAL BOARD OF EDUCATION and the WHEELERSBURG EDUCATION ASSOCIATION is hereby approved.

For the WHEELERSBURG
LOCAL BOARD OF EDUCATION: _____

For the WHEELERSBURG
EDUCATION ASSOCIATION: _____

Date of Board's Approval:

Date of WEA's Approval:

SIGNATURE PAGE

This Agreement covering the period of August 16, 2011 through August 15, 2014 between the WHEELERSBURG LOCAL BOARD OF EDUCATION and the WHEELERSBURG EDUCATION ASSOCIATION is hereby approved.

For the WHEELERSBURG
LOCAL BOARD OF EDUCATION:

For the WHEELERSBURG
EDUCATION ASSOCIATION:

Frank L. ...

Debra ...

...

Jodi Ruby

Fory Kelly

Linda ...

Donna Cunningham

Aly Rose

John ...

Jessica Sattoman

Date of Board's Approval:

Date of WEA's Approval:

7-25-11

07.18.11