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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT

between the

WILLIAMSBURG EDUCATION ASSOCIATION

an affiliate of the

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

WILLIAMSBURG LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

EFFECTIVE:

July 1, 2011 Through June 30, 2014

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ARTICLE 1: RECOGNITION

1.01 BOARD RECOGNITION

The Association recognizes that the Board is the duly elected public body charged by law with the authority and responsibility to establish the education policies of the Williamsburg Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed pursuant to 3313.20 and 3313.47 of the Ohio Revised Code (ORC). In addition, and subject to the limitations specifically set forth in this contract, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management of the Williamsburg Local School District as specified in Section 4117.08 of the ORC.

1.02 ASSOCIATION RECOGNITION

The Williamsburg Local School District Board of Education, hereinafter referred to as the "BOARD", recognizes the Williamsburg Education Association, as affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive agent representing the bargaining unit.

1.03 BARGAINING UNIT

The bargaining unit shall be defined as all certificated employees who are under contract with the Board to teach a full school year, excluding all substitute teachers, superintendent, principals, assistant principals and all other administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon. The term "member" shall refer to any employee who is a member of said bargaining unit.

ARTICLE 2: NEGOTIATIONS

2.01 DEFINITIONS

- 2.0101 Day means calendar day unless otherwise indicated.
- 2.0102 Good faith - The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obliged to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Such obligation shall not require either party to change its proposal on any matter being negotiated.
- 2.0103 Party when used shall mean the Association and/or the Board.

2.02 NEGOTIATION PROCEDURES

2.0201 Initiating Negotiations

- A. All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed at the Board President; the request initiated by the Board shall be directed at the Association President. The written request for negotiations shall include:
1. Date of letter.
 2. Statement of matters to be discussed.
- B. A written reply shall be sent by the receiving party within five (5) calendar days of receipt of said request. This letter shall include:
1. Date of letter.
 2. Time, place and date of three (3) proposed dates for the initial negotiation session.
- C. All negotiations shall be in accordance with the reopener provisions of this Contract.
- D. The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

2.0202 Negotiation Sessions

- A. The parties shall meet at a time and place established under Section 2.02 of this article for the first negotiation session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

- B. All issues proposed for discussion shall be reduced in writing in comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting.

2.0203 Negotiating Teams

- A. Each team shall consist of four (4) people of the party's choice. Each team shall designate a chairperson. All bargaining shall be done exclusively by said teams.
- B. The parties may call upon consultants to assist in preparing for bargaining and utilize them for consultation during bargaining sessions. The expense of the consultant shall be borne by the party requesting such. A limit of two (2) consultants may be used by each party in any one (1) session.

2.0204 Information

The designated representative of the Board and the Association agree to make available to each other upon written request within ten (10) days all available public information. Such information shall include but shall not be limited to the following:

- A. Training and experience grid
- B. Treasurer's monthly financial reports
- C. Certificated Staff Form CS-1
- D. State Form 2
- E. Form 4502
- F. Any and all Auditor's Amended Certificates of Estimated Resources
- G. Annual Appropriation Resolution
- H. July Tax Budget
- I. Annual Summary Report and rate increase data for all insurance coverage.

2.0205 Caucuses

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

2.0206 Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

2.0207 Agreement

- A. When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the Association President. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.
- B. After the agreement is ratified and approved by both the Association and the Board, it shall be executed by the parties.

2.0208 Impasse

- A. In the event that agreement cannot be obtained on all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures as herein before described.
- B. If an impasse is reached, the matter shall be submitted to advisory arbitration. The parties shall request a list of nine (9) names from the American Arbitration Association (AAA) and the arbitrator shall be selected in accordance with the rules and regulations of the AAA.
- C. The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in arriving at his/her recommendation. The arbitrator shall report his/her recommendation to the negotiation teams within fifteen (15) days of the last meeting, if possible. It is agreed by the parties that the recommendation of the arbitrator is not binding on either party except as set forth hereafter and is of an advisory nature only.
- D. Within fifteen (15) days of receipt of the arbitrator's recommendations, the Association and the Board shall both consider and vote on the recommendations.
- E. Every member shall have the right to vote on this arbitrator's report. Such vote shall be conducted in accordance with the rules adopted by SERB for a similar fact finding report pursuant to ORC 4117.14(c)(6). If the report of the arbitrator is not rejected by at least a three-fifths (3/5) vote of the total members, then the recommendation of the arbitrator shall be binding on the Association provided it is accepted by the Board. Member as used in this section shall be defined in the same manner as member is defined by the SERB in its interpretation of ORC 4117.14(c)(6).

- F. Likewise, the Board shall consider the recommendations of the arbitrator and vote on same at a public meeting. If the Board does not reject the entire report of the arbitrator by a three-fifths (3/5) vote of its full membership, then the recommendation of the arbitrator shall be binding upon the Board unless it has been rejected by the Association as provided above.
- G. If the report of the arbitrator is not rejected by either party as provided above, it shall be deemed agreed upon as the final resolution of the issues between the parties and shall be included in any contract between them.
- H. Each party shall pay one-half (1/2) the cost of the arbitrator.
- I. Up to three (3) members designated by the Association shall be provided release time to be present in the Association's behalf at an impasse hearing.

2.03 REOPENER

- 2.0301 Upon request after April 15, 2013, the parties shall reopen negotiations for economic issues for the 2013/14 school year.
- 2.0302 Negotiations shall be conducted in accordance with procedures set forth in this contract.

2.04 PROVISIONS CONTRARY TO LAW

- 2.0401 If any provision of this professional negotiations agreement or any application of the document to any person shall be found contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions therein shall continue in full force and effect.
- 2.0402 The parties shall reconsider any article herein by commencing meetings no later than thirty (30) calendar days after said article is determined to be null and void by the state or federal legislation. Reconsideration shall be limited only to the extent affected if partial negotiation should occur through such statutory enactment.

ARTICLE 3: **GRIEVANCES**

3.01 **DEFINITIONS**

The following definitions shall apply only to the procedures set forth in this article:

- 3.0001 A "grievance" is a claim by a certificated person(s) who is/are covered by this agreement that one or more of the terms of this agreement have been misinterpreted or misapplied.
- 3.0002 An "aggrieved person" is the Association or certificated person covered by this agreement having a grievance.
- 3.0003 The "Association" is defined as the Williamsburg Education Association.
- 3.0004 The "Board" is the Williamsburg Board of Education.
- 3.0005 "Days" shall be defined as a calendar day excluding Saturdays, Sunday and days observed as holidays.

3.02 **PURPOSE**

- 3.0201 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
- 3.0202 Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

3.03 **PROCEDURE**

The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent of all parties concerned.

3.04 **GRIEVANCE STEPS**

Grievances shall be resolved as follows:

3.0401 Step One

- A. An aggrieved person(s) shall first discuss his/her grievance with his/her principal, either alone or in the company of a representative of his/her choosing, with the objective of resolving the grievance informally. If a grievant believes he/she has a legitimate grievance, he/she must file his/her grievance in writing with his/her building principal. The written grievance must be filed within thirty (30) days of the occurrence of the event giving rise to the grievance. If the grievant fails to file his/her grievance at this step of the procedure in writing within said thirty (30) day period, he/she shall have waived the right to file a grievance and it shall be void.
- B. Within seven (7) days of the receipt of the grievance, the principal shall render his/her decision in writing.

3.0402 Step Two

- A. If the grievant is not satisfied with the decision of the building administrator and appeals the grievance to Step Two of the grievance procedure within five (5) days of his/her receipt of the written decision of the building administrator at Step One, the Superintendent shall set the grievance for hearing at a time which is mutually agreeable to the grievant and the Superintendent or his/her designee.
- B. The Superintendent shall render a written decision on the grievance within seven (7) days of the grievance hearing and a copy of that written decision shall be given to the grievant.

3.0403 Step Three

If the grievant is not satisfied with the decision at Step Two, the Board and the Association shall jointly submit the grievance for mediation through the Federal Mediation and Conciliation Service (FMCS). A session with a mediator shall be scheduled to mediate discussions and possible resolution of the grievance within ten (10) days based upon the mediator's calendar. Mediation shall be scheduled at a time convenient for all parties associated with the grievance. Any mediated settlement shall be reduced to writing and signed by all affected parties. If mediation is not successful, the grievance shall be advanced to Step Four of the grievance procedure.

3.0404 Step Four

- A. Prior to a grievance being scheduled for arbitration, the Association Executive Committee shall review the merits of the grievance and advise the grievant of its findings. No grievance shall be arbitrated without approval of the Association Executive Committee.

- B. If resolution is not reached at mediation the grievant can file a notice of appeal with the American Arbitration Association within fifteen (15) days of receipt of the Board's written decision, the grievance shall be referred to arbitration as provided hereafter.
- C. The arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection and hearing shall be in accordance with the voluntary rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue his/her decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.
- D. The decision of the arbitrator shall be binding on both the Board and the Association.
- E. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties and rules and regulations having the force and effect of law.
- E. Costs of the arbitrator shall be shared equally by the Board and the Association.

3.05 MISCELLANEOUS

- 3.0501 Nothing herein shall prevent any grievant from presenting a grievance and having it adjusted without the intervention or representation by the Association as long as the adjustment is consistent with the terms of this agreement and as long as the Association has the opportunity to be present at the adjustment, as provided by ORC Section 4117.03(a)(5).
- 3.0502 Forms for filing and processing a grievance are attached as Appendix H.
- 3.0503 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 3.0504 If a grievance is filed which alleges that the Superintendent of the District has misinterpreted or misapplied the Agreement, it shall commence at Step Three.
- 3.0505 No grievance may be in conflict with the statutory or common law governing the Board and the District.

- 3.0506 If at any step a reply is not received in writing within the time allocated, the grievant has the right to proceed to the next step in the grievance procedure.
- 3.0507 The grievant shall make all reasonable efforts to be present at all steps in the grievance procedure; and the Board, its agents, and administrative employees may be represented at all steps in the grievance procedure by representatives chosen by the Board.
- 3.0508 Failure of the grievant to timely file an appeal at any step of the grievance procedure shall result in the grievant being bound by the decision of the administrator and/or the Board at the level from which a timely appeal was not filed.

ARTICLE 4: ASSOCIATION RIGHTS

Recognition of the Association as the employee representative shall entitle the Association to certain exclusive rights. Only the Association and its affiliates or parent organizations shall have the following rights:

4.01 BULLETIN BOARDS

The building representatives of the Association in each individual school will have the use of a bulletin board designated for Association business in the members' lounge(s).

4.02 BOARD MEETING INFORMATION

The Association shall be provided Board agendas, minutes, and other public information made available to Board members. The Association President or his/her designee shall be informed of any agenda changes.

4.03 ACCESS TO MEMBERSHIP

- 4.0301 Representatives may make announcements at the end of school faculty meetings.
- 4.0302 The Association shall be able to address new teachers at the end of the opening orientation meeting for teachers.

- 4.0303 Representatives of the Association may meet with members before the arrival of students, after the dismissal of students, and on the member's lunch period and/or planning and conference time provided the representative appears at the principal's office and indicates his/her presence in the building and the identity of the person with whom he/she will be meeting.

4.04 USE OF SCHOOL BUILDINGS & FACILITIES

- 4.0401 The Association building representatives will have permission to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is otherwise not in use for school purposes provided the Association shall be responsible for damage to equipment used by it.
- 4.0402 At times other than before or soon after the workday when individual school meetings are normally held, the Association must request the use of facilities as prescribed in adopted Board policy.

4.05 STAFF MEMBER DIRECTORIES

- 4.0501 Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract, unless the professional staff member specifically requests otherwise in writing.
- 4.0502 The Administration shall make available to all professional staff members a directory listing the names, addresses, phone numbers and grade level assignment of all employees, except those who have specifically requested that they not be listed in this directory.

4.06 COPIES OF MASTER CONTRACT

All members will receive a copy of this contract and the cost of the contract duplication shall be divided equally between the Board and the Association.

4.07 PAYROLL DUES DEDUCTIONS

- 4.0701 The Association will be given the exclusive right of payroll deduction of dues for the Association and its affiliates (the National Education Association, the Ohio Education, and the Southwestern Ohio Education Association, hereinafter referred to as "Affiliate") without cost to the organization.

- 4.0702 Authorization for payroll deductions for membership in the Association and affiliated organizations will be on an annual basis. The Association President and the Board Treasurer will mutually establish the cut-off date for payroll deductions. The total amount of deductions will be prorated into not less than twenty (20) equal installments, effective with the first pay period in November.

4.08 ASSOCIATION LEAVE

When an employee's attendance is required at an arbitration proceeding, whether grievance or interest arbitration, the member shall be able to attend at no loss in pay.

4.09 ASSOCIATION-ADMINISTRATION LIAISON

At the request of the Association President, the Superintendent shall meet once a month with the Association President to discuss matters of concern to the Association.

**ARTICLE 5:
WORKING CONDITIONS & EMPLOYMENT PRACTICES**

5.01 WORKDAY

- 5.0101 The regular workday shall be seven (7) hours and ten (10) minutes in length. This time will comprise a seven (7) hour student day, plus ten (10) minutes immediately prior to the beginning of the student day. The ten (10) minutes prior to the start of the student day shall not be used as instructional time. The principal has discretion to apply non-instructional duties at this time. Teachers shall not be required to teach or to prepare for more than six (6) instructional periods per day.
- 5.0102 In addition, members may be required to attend faculty meetings, parent conferences, IEP placement hearings and other meetings occurring before or after the regular workday that are related to their regular teaching duties, and which cannot reasonably be scheduled during the regular workday.
- 5.0103 Included within the workday shall be a one-half (½) hour duty free lunch period. The inclusion of the thirty (30) minute duty-free lunch period shall not be reason for the lengthening of the workday.
- 5.0104 Special education teachers shall receive at least one (1) release day in the final grading period to write IEP's and/or conduct IEP meetings with dates to be determined and authorized by the building principal.

5.02 WORK YEAR

The length of the school year for members of the certified staff who are eligible for membership in the bargaining unit shall be one hundred eighty-three (183) days. The 183 days shall be divided as follows:

- 2 days for parent conferences
- 3 days for in-service
- 178 days with students in attendance

5.03 PREPARATION AND CONFERENCE TIME

- 5.0301 Members in grades K-5 shall have two twenty-five hundred (225) minutes planning time during the work week.
- 5.0302 Members in grades 6-12 shall receive planning time each day equal to one (1) class period in length.
- 5.0303 The preparation and conference time shall be exclusive of the professional staff member's daily duty-free lunch period and shall not be cause for increasing the length of the school day.

5.04 PARENT-TEACHER CONFERENCE TIME

- 5.0401 Each school year shall include two (2) days scheduled for the purpose of parent-teacher conferences.
- 5.0402 The structure and use of such days shall be discussed by the Superintendent and Association President upon the request of the Association President.
- 5.0403 These two (2) days shall be part of the regular work year.

5.05 ASSIGNMENTS, VOLUNTARY TRANSFERS, INVOLUNTARY TRANSFERS AND VACANCIES

5.0501 Definitions

Assignments: The teaching and/or subject area and grade taught, and the building in which the member is currently assigned.

Voluntary Transfers: A change in a member's assignment at the request of the member. Members may ask for a voluntary transfer to areas in which they are certified/licensed.

Involuntary Transfers: A change in a member's assignment that was not requested by the member.

Vacancy: An opening in the district for which a certified/licensed teacher is required, including newly created positions.

5.0502 Assignments

The Superintendent is delegated with the sole discretion to assign and transfer employees of the Board subject to the terms of these provisions. When a member is reassigned or transferred, the member shall be notified of such change by their building principal as soon as possible. Notification of reassignment or transfer shall be given prior to the end of the previous school year if known at that time.

5.0503 Voluntary Transfers

Members who desire a change in assignment to any position for which they are properly certified/licensed may file a written statement of such desire with the superintendent. Such statement will include the grade(s) and/or subject(s) to which the member desires to be assigned, in order of preference. Members shall have the right to withdraw or revise this request at any time prior to reassignment. If an opening occurs in a position so requested, the requesting teacher will be given first consideration. In the event that multiple teachers with equal qualifications request transfer to the same open position, preference shall be given based on seniority.

5.0504 Involuntary Transfers

Procedure

- A. If the Superintendent elects to involuntarily transfer a member of the bargaining unit, he shall notify the member of the bargaining unit in writing of the reason for the transfer.
- B. Involuntary transfers will generally be implemented utilizing seniority as a deciding factor. The member transferred shall have the right to meet with the Superintendent or designee and discuss the circumstances that led to the transfer. If dissatisfied with this discussion, the member may request a hearing in executive session with the Board of Education. The hearing shall be held at the next regularly scheduled Board meeting.

5.0505 Typical reasons that may lead to involuntary transfer:

- A. Resignation
- B. Retirement
- C. Death
- D. Leave of absence
- E. Change in program
- F. Certification/Licensure
- G. Shift in student population
- H. Reduction in Force

- 5.0506 A member shall not be reassigned within the meaning of this article for the purposes of granting another member a requested transfer.
- 5.0507 If an involuntary change in assignment occurs during the regular school year, the teacher shall be entitled to two days to make adjustments, plan and prepare for the new assignment.
- 5.0508 Vacancies
- A. The Superintendent shall post each bargaining unit vacancy once he has determined a vacancy exists. Vacancies shall be posted for five (5) business days. The postings shall include the following information:
1. Position(s) available
 2. Requirements for the job
 3. Deadline for application
 4. Effective starting date
 5. Any additional pertinent information
- B. During the regular school year, vacancy postings shall be:
1. Sent to each member's school email
 2. Sent to and posted in each school office
 3. Sent to the Association president and posted on the Association bulletin boards.
 4. Posted on the district web site.
- C. During summer recess, all employment openings and/or vacancies shall be:
1. Posted in the Superintendent's office
 2. Sent to the Association president
 3. Emailed to each member's school email and one other personal email if so provided by each member. For the purposes of summer recess communication, prior to the end of the school year, the Board shall request summer contact information from each member, including a personal email address.
 4. Posted on the district web site.
- 5.0509 Only applications from current members shall be given consideration during the posting period. If all qualifications are equal, seniority shall determine awarding the position of a bargaining unit member.
- 5.0505 The five (5) day posting period may be waived in the event of emergency situations, such as those openings which occur within thirty (30) days or less of the date they are to be filled.

5.06 PROFESSIONAL PERSONNEL RECORDS

- 5.0601 A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of professional staff members maintained by the Board and Administration. Copies of portions of this file may be maintained elsewhere by the Board and Administration.
- 5.0602 Individual professional staff members shall have access to their personnel file upon request made during regular business hours of the Superintendent's office. Requests of professional staff members to have access to their personnel files shall be handled by the Superintendent or his/her designee.
- 5.0603 All derogatory material placed in the personnel file of the member shall be shown to the member prior to placement in the file. The member shall initial the material indicating he/she has seen it. If a member refuses to initial the material, it may be placed in the file without his/her initials.
- 5.0604 The member's signature will not indicate agreement with the content of the material. He/she will also be told that he/she has the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
- 5.0605 Anonymous complaints shall not be placed in a staff member's file, nor shall they be made a matter of record.
- 5.0606 At the request of a bargaining unit member and with the consent of the Superintendent or his designee, material may be expunged from the file of a bargaining unit member.

5.07 PUBLIC COMPLAINT PROCEDURE

- 5.0701 In the event a member of the community wishes to address a concern about a member, the party shall first be referred to the member's principal or other appropriate administrator. Upon hearing of a concern, the principal shall notify the member concerned who may then request a meeting take place with the concerned person, principal and member involved to resolve the conflict.
- 5.0702 If the concerned person refuses to meet with the member, the principal will meet with the concerned person to discuss the concerns. After meeting with the concerned party, the principal shall meet with the member and identify the nature of the concern and identity of the concerned party. The principal shall then ask for the member's view and explanation and receive any information or material the member wishes to provide.

5.0703 If no action is taken by the administrator and/or the action taken is not satisfactory to the complainant, the complainant may request a meeting with the Superintendent to discuss his/her concerns. The member may be present at this meeting if he/she desires and may be accompanied by a local representative.

5.0704 If the matter cannot be resolved satisfactorily by the Superintendent, the concerned party may address the Board in executive session. The member concerned shall be present at this meeting and may be accompanied by a representative of his/her choice.

5.08 ASSISTANCE WITH PHYSICALLY HANDICAPPED STUDENTS

The Board shall make a reasonable effort to provide personnel other than bargaining unit members to assist with the needs of physically handicapped students who require special/extraordinary medical services and/or mobility assistance.

5.09 TUITION FREE ATTENDANCE

Children of members shall be entitled to attend Williamsburg Local School tuition free provided the member files an application with the Superintendent by August 1 preceding each school year indicating that the member wishes his/her child to attend Williamsburg Schools.

5.10 REHIRING OF RETIRED TEACHERS

5.1001 If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this provision and only the conditions set forth in this provision shall apply to the employment of these individuals.

5.1002 The salary to be paid to the returning teacher shall be set at the level on the salary schedule as recommended by the Superintendent and approved by the Board of Education through negotiations with the teacher. Placement shall be determined solely through the negotiations between the Board and the individual and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

5.1003 Individuals employed pursuant to this provision shall be eligible for any of the insurance plans offered by the Board of Education and shall not seek inclusion in any of the insurance plans offered by the Board of Education.

5.1004 Teachers employed pursuant to the provision shall receive a one year limited contract and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

- 5.1005 Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 5.1006 Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by a collective bargaining agreement in effect between the Board and the Association.
- 5.1007 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article 7, Reduction in Force.
- 5.1008 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- 5.1009 Subject to these provisions, re-employed teachers are part of the bargaining unit.
- 5.1010 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such employment.
- 5.1011 Employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- 5.1012 Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- 5.1013 Pursuant to the authority provided by R.C. 4417.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 ORC, Chapter 33107, ORC, this provision shall supersede and replace the statutory law of Ohio.

5.11 SEQUENCE OF CONTRACTS

- 5.1101 The length of limited contracts offered to teachers will be as follows, unless a teacher is non-renewed:
 - A. First Year – one year
 - B. Second Year – one year
 - C. Third Year – two years
 - D. Thereafter – three years

- 5.1102 By mutual agreement of the teacher and the administrator, a one (1) year limited contract may be granted in lieu of a multi-year contract. The decision to grant a one (1) year contract will not be the basis of a grievance.

5.12 CONTINUING CONTRACTS

- 5.1201 Qualifications for continuing contracts are determined by Ohio Revised Code Sections 3319.08 and 3319.11. However, any teacher eligible for continuing contract at the expiration of his or her limited contract must provide written notice to the building principal on or before October 1 that upon the expiration of his/her current limited contract, the teacher will be eligible and meet all qualifications for a continuing contract. Failure to notify the principal in writing prior to October 1, in the year of the expiration of the teacher's limited contract shall result in the teacher receiving a one year limited teacher contract. The Superintendent must notify bargaining unit members of the deadline by September 1 of each year. Notification must be in writing but not sent via electronic mail.
- 5.1202 This Contract shall not be considered as an extended limited contract pursuant to the requirements of Ohio Revised Code 3319.11. Upon completion of the one year limited contract, the Board shall consider the staff member for continuing contract status. Failure to provide this notification may constitute a waiver of any claims, statutory rights, or a continuing contract by operation of law. This provision supersedes and replaces where applicable those requirements of Ohio Revised Code Sections 3319.08 and 3319.11.

ARTICLE 6: MEMBER EVALUATION

In the event the Board intends to consider changes in the current evaluation instrument and prior to making decisions on changes in the evaluation instrument, a committee consisting of an equal number of persons selected by the Association and the Board shall review the evaluation instrument and make recommendations to the Board for its consideration.

ARTICLE 7: REDUCTION IN FORCE

7.01 ORDER OF REDUCTION

If it becomes necessary to reduce the total number of teaching positions as a result of one of the reasons set forth in ORC 3319.17 or because of financial reasons, reduction by attrition will be used to the extent possible. If further reductions are required, limited contracts and multi-year limited contracts shall be suspended. If it becomes necessary to reduce further then continuing contracts shall be suspended in accordance with ORC 3319.17. All reductions shall be by seniority within the area of certification or licensure with the most senior member maintaining status. No member holding a limited or multi-limited teaching contract shall have employment rights over a continuing contract member.

7.02 SENIORITY

7.0201 Seniority for the purposes of this provision shall mean the number of continuous years of district service commencing with the most recent date of employment by the Board. Approved leaves of absence shall not be considered a break in seniority.

7.0202 Seniority shall be lost when a member resigns or retires.

7.0203 A seniority list shall be provided to the Association President twenty (20) calendar days prior to Board action on reductions. At the same time, a copy of the seniority list shall be provided by the Superintendent for inspection to members of the bargaining unit. Any corrections to the seniority list shall be provided by members directly to the Superintendent.

7.03 NOTICE OF REDUCTION

When staff reduction is necessary, the Superintendent shall give notice to the Association of his intent to recommend said action to the Board thirty (30) calendar days prior to making the recommendation to the Board. In addition, all members to be affected shall be given at least ten (10) days notice prior to the Board action.

7.04 CONTRACT SUSPENSION & RECALL

7.0401 Members whose contracts have been suspended pursuant to ORC 3319.17 will be recalled in the order and in the manner provided by 3319.17.

- 7.0402 Recall rights for those members whose contracts have been suspended pursuant to ORC 3319.17 shall be exercised by all members so suspended within their respective contract status (continuing, limited) with no limited contract member exercising recall rights over continuing contract members. Recall shall be limited to areas of the members' certification with the most senior member being recalled prior to a member with lesser seniority.

7.05 CONTRACT NON-RENEWAL & PRIORITY LIST

- 7.0501 Any member whose contract is suspended pursuant to the section of the contract shall be placed on a priority list for reemployment for three (3) years. If a vacancy occurs in such a member's area of certification and if the member has taught within that area of certification within the last six (6) years, members meeting these qualifications on the priority list will be offered the vacancy before outside applicants are considered.
- 7.0502 If a member is certified for the vacant position but has not taught in that certification in the last six (6) years, he/she shall be considered as an applicant for the vacant position and will be interviewed for same.
- 7.0503 If a member refuses an offered vacancy, his/her name shall be removed from the priority list and the Board's obligation hereunder terminated.
- 7.0504 The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a member on the list by certified mail at the last address left by the member. Unclaimed, refused or non-deliverable notices, as well as failure to respond within ten (10) days of the posting of the notice, shall constitute refusal of vacancy.

7.06 SUBSTITUTE TEACHING

Members laid off shall be offered substitute teaching opportunities before other casual substitute teachers.

ARTICLE 8: LEAVES OF ABSENCE

8.01 PERSONAL LEAVE

- 8.0101 The Board of Education shall grant a maximum of three (3) teaching days per year with full pay for personal leave.
- 8.0102 Two (2) days shall be granted upon the request of the bargaining unit member and shall be unrestricted with regard to reason for the requested personal leave day.
- 8.0103 Upon exhaustion of two (2) personal days as outlined in 8.0102, one (1) additional day may be requested by the bargaining unit member due to unavoidable circumstances. Said day may be authorized in the Superintendent's sole discretion and the Superintendent's decision to grant said personal day or to deny it shall not be subject to the grievance procedure and shall be binding on all parties.
- 8.0104 Personal days shall not be used on the day prior to or after any holiday or vacation unless expressly approved by the Superintendent.
- 8.0105 Personal days shall not be used on an inservice day or parent-teacher conference day unless expressly approved by the Superintendent.
- 8.0106 No more than twenty percent (20%) of the teaching staff in any building shall be on personal leave on the same day.
- 8.0107 Requests for personal leave shall be forwarded to the Superintendent at least forty-eight (48) hours prior to such leave when possible.
- 8.0108 Any unused personal leave days shall be credited to the member's accumulated sick leave by the last day of the teacher work year.

8.02 PROFESSIONAL LEAVE

- 8.0201 Members of the certificated staff may be granted leave time for attendance at professional meetings. Permission to attend may be granted by the Superintendent upon receiving a written request from the member.
- 8.0202 Expenses incurred by the member for mileage at the rate of forty-two cents (42¢) per mile. Lodging and registration shall be paid by the Board. Lodging up to one hundred twenty dollars (\$120) per day and meals up to thirty dollars (\$30) a day shall be paid by the Board upon providing paid receipts for these expenses for which reimbursement is sought.

- 8.0203 Such leave is with full pay and a substitute shall be provided. Attendance shall not exceed three (3) days each school year unless special permission is granted by the Board upon request.
- 8.0204 The member shall submit a written report to disseminate knowledge gained to other interested parties.

8.03 SICK LEAVE

- 8.0301 Teaching personnel are considered to be under contract for twelve (12) months. All personnel must present a signed affidavit for the use of sick leave.
- 8.0302 The administration and use of sick leave shall be in accordance with ORC 3319.141.
- 8.0303 Each member who is employed by the Board shall be granted sick leave with pay at the rate of one and one-fourth (1¼) days per month of completed service to a maximum of fifteen (15) days per school year.
- 8.0304 Sick leave shall accumulate to a maximum of three hundred (300) days.
- 8.0305 Members may use a reasonable number of days of sick leave for absence due to illness, injury, exposure to contagious disease, pregnancy-related illness and for illness or death in the member's immediate family. Immediate family is interpreted as meaning spouse, children, parents, or other relative living within the member's immediate household.
- 8.0306 In addition, up to five (5) days of sick leave may be used in the event of a death of the following: the member's grandchildren, grandparents, brother, sister, parent-in-law, guardianship, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.
- 8.0307 One (1) day may be used in the case of other relatives or close friends.
- 8.0308 If a bargaining unit member is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave days, the Board shall advance up to five (5) days of sick leave which may be debited against accumulated sick leave.

8.04 SABBATICAL LEAVE

- 8.0401 Any member who has completed at least five (5) years of service with the District may be granted a sabbatical leave of absence with or without pay for professional study and/or research and/or professional improvement for one (1) or two (2) semesters.

- 8.0402 If with pay, the member must work at least one (1) year in the District after returning from leave.
- 8.0403 Any member on leave without pay may continue to participate in any and all of the group insurance plans provided that he/she pays one hundred percent (100%) of all his/her premiums of his/her choice in advance each month.
- 8.0404 A member on sabbatical leave shall notify the Superintendent of his/her intention to return to active employment no later than July 10 immediately preceding the start of the school year at which the member is scheduled to resume active status. Failure to notify the Superintendent of the member's intent to return as provided herein shall, at the option of the Board, constitute a resignation of employment by the member which, if accepted by the Board, shall terminate the employment relationship between the member on leave and the Board.

8.05 ASSAULT LEAVE

Any member who is medically unable to perform his/her duties due to a physical assault upon the member while the member is performing his/her contractual duties shall receive assault leave up to a maximum of ten (10) days per year with pay. Upon request from the Superintendent, the member shall provide the Superintendent with a statement from his/her physician confirming that the member is medically unable to perform his/her duties as a result of the assault.

8.06 MEDICAL LEAVE

- 8.0601 Each member of the bargaining unit who is unable to work because of illness and/or other disability, including, but not limited to, pregnancy, and who has exhausted or chosen not to utilize his/her sick leave benefits, shall be placed on an unpaid medical leave of absence for the period of time said member is medically unable to perform his/her duties to a maximum of two (2) consecutive years at his/her request.
- 8.0602 Any member who has exhausted all of his/her sick leave and is placed on a medical leave of absence may remain on any or all of the group insurance plans provided the individual pays to the Board Treasurer the monthly premium(s) for the coverage he/she wishes to maintain at least one (1) week in advance of the due date.
- 8.0603 At the expiration of a medical leave, the Superintendent or designee shall require a returning member to provide a medical statement from his/her physician that he/she is able to resume his/her duties.
- 8.0604 Upon the return to service of the member at the expiration of such leave, he/she shall resume the contract status which he/she held prior to such leave.

8.07 CHILD CARE AND ADOPTION LEAVE

- 8.0701 A member desiring child care leave must request such leave as far in advance as possible but no later than thirty (30) days prior to the anticipated date of the birth of the child. Said leave shall commence the day after the expiration of the member's sick leave or medical leave without pay and shall continue for the remainder of the semester in which the leave is requested. If there are less than forty-five (45) days remaining in the semester in which the leave is requested, the member may, at the member's option, request that this leave extend to the end of the succeeding semester.
- 8.0702 This leave shall also apply to adoption. In case of adoption, notice shall be given when the member is notified that custody will be received.
- 8.0703 The leave request filed by the member shall specify the member's date of return to work which shall be at the start of a semester as provided above.
- 8.0704 The term of a member's limited contract shall not be extended by child care leave.

8.08 MILITARY LEAVE

Members of the certificated staff shall be granted military leave in compliance with applicable sections of the Ohio Revised Code.

8.09 JURY DUTY

A bargaining unit member shall receive his/her regular rate of pay while serving on jury duty.

8.10 STATEMENT OF LEAVE DAYS

The Board shall provide the following information to the teaching staff during September and during the month following the end of the first semester:

- 8.1001 Accumulated sick leave
8.1002 Unused personal leave days
8.1003 Unused professional leave days

ARTICLE 9: COMPENSATION & FRINGE BENEFITS

9.01 PAYROLL PROCEDURES

9.0101 Pay Dates

Members of the bargaining unit shall be paid on the fifteenth (15th) and the thirtieth (30th) of the month. When a regular payday occurs within a weekend/vacation period during the school year, the pay shall be advanced to the last workday prior to the beginning of the vacation period.

Pay checks shall automatically be deposited at the financial institution of the member's choice. The treasurer will provide each bargaining unit member a paper receipt of the electronic deposit at the same time as the deposit is made.

9.0102 Authorized Payroll Deductions

Deduction of the following shall be made at the request of a member made prior to October 1 of each school year:

- A. United Education Profession Dues
- B. Health Insurances
- C. Annuities if five (5) or more members request the same carrier.
- D. Clermont County Teachers Federal Credit Union
- E. Cancer Insurance if five (5) or more members request the same carrier.
- F. Disability Income Insurance if five (5) or more members request the same carrier.
- G. Any health, monetary, or Association related deduction in which five (5) or more unit members wish to participate and for which computer space is available.

9.02 SALARY SCHEDULES

9.0201 Effective July 1, 2011 through June 30, 2012 the Board shall implement the salary schedule and index attached hereto and designated as Appendix A. Members of the bargaining unit will not receive a base salary increase and salary steps are frozen.

9.0202 Effective July 1, 2012 through June 30, 2013 the Board shall implement the salary schedule and index attached hereto and designated as Appendix B. On this salary schedule there will be no base salary increase and steps will be implemented at .5 as attached for this year of the contract only. The salary index will return to the index contained in the July 1, 2011 through June 30, 2012 settlement at the conclusion of the 2012-2013 school year.

9.03 **DEFINITION OF HOURS FOR PLACEMENT ON MASTERS+15 AND MASTERS+30 COLUMNS**

- 9.0301 In order to be eligible for placement on the Masters+15 or Masters+30 columns, the bargaining unit member must meet the following requirements:
- A. Possess a Master's degree
 - B. The hours must be graduate hours earned after the member received a Master's degree and must be in courses which are directly related to the teaching assignment or existing certifications of the member.
- 9.0302 Notwithstanding the above, any course approved in advance by the Superintendent may be accepted as hours for placement on the Masters+15 and Masters+30 columns.

9.04 **SUPPLEMENTAL SALARY SCHEDULE**

- 9.0401 Effective July 1, 2011 the Board shall implement the supplemental salary schedule attached hereto and designated as Appendix C. There shall be a ten percent (10%) reduction in supplemental base pay.
- 9.0402 The ten percent (10%) base salary reductions in 9.0401 for supplementals shall only be in effect for the two years of the contract and shall return to the regular teacher base pay for future settlements.
- 9.0403 New supplemental salary positions created by the Board during the term of this contract shall be subject to negotiations during successor contract negotiations.

9.05 **INSURANCES**

9.0501 Health Insurance

For the duration of this contract, the Board shall provide the current health insurance plan or equivalent. The Board shall pay eighty percent (80%) of the single or family premium coverage.

- A. Married couples both of whom are otherwise eligible to receive benefits and are employed by Williamsburg Local Schools shall be entitled to enroll in two (2) single plans or one (1) family plan with the Board paying one hundred percent (100%) of the premium(s).

- B Any member whose spouse is employed in another district in the Clermont County Insurance Consortium shall be entitled to enroll for health benefits in the manner designated by the Clermont County Insurance Consortium.

9.0502 Dental Insurance

For the duration of this contract, the Board shall provide the current dental plan or equivalent and pay one hundred percent (100%) of the premium for same.

9.0503 Life Insurance

For the duration of this contract, the Board shall provide fifty thousand dollars (\$50,000) of life insurance and pay one hundred percent (100%) of the premium for same.

9.0504 Health Insurance Opt Out

- A. A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 9.0501 and shall receive a monthly rebate of three hundred dollars (\$300) if the employee is covered by a family plan. The rebate shall be paid monthly with the first payroll check in the school year in which the employee has opted out. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.
- B. In order to be eligible the employee must have been employed with the Board as of July 1, 2009. Any employee hired after that date would become eligible for the opt out in the school year following the year in which the employee received the health insurance i.e. the employee must have been on the health insurance plan for one school year before they are eligible to participate in the opt-out. In addition, in order to be eligible, the employee must show proof of health insurance coverage elsewhere.
- C. If a husband and wife are both employed by the district, or if the spouse of the Board employee is employed by another school district which is a member of the Clermont County Health Insurance Consortium, they shall not be eligible for the insurance opt-out provision.

9.06 SEVERANCE PAY

- 9.0601 Any member who has been employed in the district and who, upon leaving the employment of the district retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio, shall have the option of receiving twenty-five percent (25%) of the employee's accumulated and unused sick leave, or thirty-five percent (35%) of the employee's accumulated and unused sick leave.
- 9.0602 If the member selects to receive twenty-five percent (25%) of his/her accumulated sick leave to the maximum of seventy five (75) days, it shall be paid by the district in one (1) lump sum payment on July 15 of the year the employee retires. If the employee selects to receive thirty-five percent (35%) of his/her accumulated sick leave to the maximum of one hundred and five (105) days, the severance shall be paid in two (2) installments with the first installment being paid on July 15 of the year the member retires and the second installment being paid the following July 15.

9.07 RETIREMENT INCENTIVE

- 9.0701 Any member who is currently eligible to retire under STRS guidelines and/or who becomes eligible to retire under STRS guidelines by June 30 of each year and who resigns their employment for the purpose of retirement by June 30 of each year shall receive severance in an amount equal to fifty percent (50%) of his/her accumulated but unused sick leave or sixty percent (60%) of his/her accumulated but unused sick leave.
- 9.0702 Members not eligible to retire as of June 30 of each year but resign their employment for the purpose of retirement in June of the year they first become eligible to retire shall be entitled to receive this retirement incentive.
- 9.0703 Those members opting for the fifty percent (50%) severance to a maximum of one hundred fifty (150) days shall be paid severance in three (3) installments with the first installment being made by July 15 of the year of the member's retirement and the second and third installments being made July 15 of the next two consecutive calendar years after the member's retirement.
- 9.0704 Those members opting for sixty percent (60%) severance to a maximum of one hundred ninety (190) days shall be paid severance in four (4) installments with the first installment being made by July 15 of the year of the member's retirement; the second installment being made no later than July 15th of the next calendar year, the third installment no later than July 15th of the third year, and the fourth installment being made no later than July 15th of the fourth year after the member's retirement.
- 9.0705 Payment of severance pursuant to this provision is in lieu of and instead of the severance pay as amended in Article 9.06

- 9.0706 The severance shall be calculated on the daily rate of the retiring member at the time of retirement for the performance of that member's regular contractual duties.
- 9.0707 Any member not taking advantage of this incentive by June 30 of the year in which he/she is first eligible to retire shall receive severance in accordance with Section 9.06 upon his/her subsequent retirement.
- 9.0708 Members who retire at the end of the school year may elect to have regular severance pay or the retirement incentive placed in a tax sheltered annuity in keeping with applicable IRS regulations.

9.08 STRS PICK-UP

- 9.0801 The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on those contributions now made by the employee to STRS on behalf of the members in the bargaining unit on the following terms and conditions:
- 9.0802 The amount to be picked-up and paid on behalf of each member shall be the member's contribution as required by the State Teachers Retirement System. The member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- 9.0803 The pick-up percentage shall apply uniformly to all bargaining unit members.
- 9.0804 No member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- 9.0805 Said "pick-up" shall not result in additional cost to the Board.

9.09 INTERNAL SUBSTITUTION

Effective with the date this contract is signed, a bargaining unit member may be required to substitute for an absent staff member during his/her preparation period not more than one (1) time per school year without additional compensation. After the first time, a bargaining unit member shall be paid at the rate of twenty-seven dollars (\$27) per hour or per class period when required by his/her supervisor to substitute for an absent staff member.

9.10 TRANSPORTATION REIMBURSEMENT

Members who have regular assignments in more than one building which are more than one (1) mile apart including the joint vocational school as part of their regular contractual duties shall be reimbursed at the rate of forty-two cents (42¢) per mile for

miles driven while performing their regular contractual duties effective with the date this contract is signed by the parties. Requests for mileage reimbursement must be filed with the Superintendent monthly in writing and approved by him.

9.11 FREE ADMISSION TO SCHOOL ACTIVITIES

Members and their spouses shall have free admission to all Williamsburg school sponsored athletic functions and school related functions occurring on buildings and grounds owned by the Board.

9.12 TUITION REIMBURSEMENT

The Board recognizes the need for members to maintain a high level of competency within the teaching profession. To this end, the Board agrees to support additional course work under the following provisions:

- 9.1201 Reimbursement of one hundred dollars (\$100) per semester hour or seventy-five dollars (\$75) per quarter hour shall be paid by the Board to staff members who successfully complete (i.e. "B" or better in a graded course of "pass" in a pass/fail course) additional training to a maximum of a collective total of six (6) semester hours or nine (9) quarter hours over the two (2) year period included in this agreement.
- 9.1202 The Board shall agree to commit an amount up to twelve thousand dollars (\$12,000) per year toward reimbursements.
- 9.1203 All course work claimed for reimbursement shall:
- A. Be scheduled at times that do not interfere with normal duties of the member,
 - B. Have been requested and approved by the Superintendent in advance of enrollment,
 - C. Be directly related to education, preferably the member's current teaching assignment, and
 - D. Be taken at an accredited institution.
- 9.1204 Official grade(s) or a transcript verifying successful completion of the course work must be submitted no later than June 30 for payment in July.
- 9.1205 Reimbursements shall be paid annually on the first pay in July. If cumulative reimbursement requests exceed twelve thousand dollars (\$12,000), reimbursements shall be paid on a pro-rata basis with the Board's full amount being divided equally among those teachers eligible to receive reimbursement.

**ARTICLE 10:
CONCLUSION**

10.01 DURATION OF CONTRACT

This contract shall begin upon date of execution by both parties and shall remain in full force and effect through June 30, 2014, except that either party may request re-negotiations pursuant to the reopener provision of this contract contained in Article 2 hereof.

10.02 SIGNATURES

This Contract is executed by and between the parties on the 16th day of June, 2011.

WILLIAMSBURG LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By Brian McManus 6/28/11
President

By Julie Kampback 6/24/11
Treasurer

WILLIAMSBURG EDUCATION ASSOCIATION:

By M-K Fodor 6/28/2011
President

By Donald H. By 6/28/2011
Secretary

APPENDIX A
WILLIAMSBURG LOCAL SCHOOL DISTRICT
SALARY & INDEX EFFECTIVE JULY 1, 2011 - JUNE 30, 2012

YRS	BA	BA+150	MA	MA+15	MA+30
0 Index	31,775.29 1.0000	33,364.05 1.0500	34,952.82 1.1000	36,541.58 1.1500	38,130.35 1.2000
1 Index	33,173.40 1.0440	34,889.27 1.0980	36,668.68 1.1540	38,384.55 1.2080	40,100.42 1.2620
2 Index	34,571.52 1.0880	36,414.48 1.1460	38,384.55 1.2080	40,227.52 1.2660	42,070.48 1.3240
3 Index	35,969.63 1.1320	37,939.70 1.1940	40,100.42 1.2620	42,070.48 1.3240	44,040.55 1.3860
4 Index	37,367.74 1.1760	39,464.91 1.2420	41,816.28 1.3160	43,913.45 1.3820	46,010.62 1.4480
5 Index	38,765.85 1.2200	40,990.12 1.2900	43,532.15 1.3700	45,756.42 1.4400	47,980.69 1.5100
6 Index	40,163.97 1.2640	42,515.34 1.3380	45,248.01 1.4240	47,599.38 1.4980	49,950.76 1.5720
7 Index	41,562.08 1.3080	44,040.55 1.3860	46,963.88 1.4780	49,442.35 1.5560	51,920.82 1.6340
8 Index	42,960.19 1.3520	45,565.77 1.4340	48,679.74 1.5320	51,285.32 1.6140	53,890.89 1.6960
9 Index	44,358.30 1.3960	47,090.98 1.4820	50,395.61 1.5860	53,128.28 1.6720	55,860.96 1.7580
10 Index	45,756.42 1.4400	48,616.19 1.5300	52,111.48 1.6400	54,971.25 1.7300	57,831.03 1.8200
11 Index	47,154.53 1.4840	50,141.41 1.5780	53,827.34 1.6940	56,814.22 1.7880	59,801.10 1.8820
12 Index	48,552.64 1.5280	51,666.62 1.6260	55,543.21 1.7480	58,657.19 1.8460	61,771.16 1.9440
13 Index		53,096.51 1.6710	57,259.07 1.8020	60,500.15 1.9040	63,741.23 2.0060
14 Index			58,784.29 1.8500	62,343.12 1.9620	65,711.30 2.0680
15 Index				63,931.88 2.0120	67,681.37 2.1300
17 Index					69,397.23 2.1840
20 Index	49,950.76 1.5720	54,526.40 1.7160	60,309.50 1.8980	65,520.65 2.0620	71,113.10 2.2380
25 Index	51,348.87 1.6160	55,956.29 1.7610	61,834.71 1.9460	67,109.41 2.1120	72,828.96 2.2920

APPENDIX B

WILLIAMSBURG LOCAL SCHOOL DISTRICT

SALARY & INDEX EFFECTIVE JULY 1, 2012 - JUNE 30, 2013

YRS	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.0000	31,775.29	1.0500	33,364.05	1.1000	34,952.82	1.1500	36,541.58	1.2000	38,130.35
1/2	1.0215	32,458.46	1.0740	34,126.66	1.1270	35,810.75	1.1790	37,463.07	1.2310	39,115.38
1	1.0430	33,141.63	1.0980	34,889.27	1.1540	36,668.68	1.2080	38,384.55	1.2620	40,100.42
1/2	1.0655	33,856.57	1.1220	35,651.88	1.1810	37,526.62	1.2370	39,306.03	1.2930	41,085.45
2	1.0880	34,571.52	1.1460	36,414.48	1.2080	38,384.55	1.2660	40,227.52	1.3240	42,070.48
1/2	1.1100	35,270.57	1.1700	37,177.09	1.2350	39,242.48	1.2950	41,149.00	1.3550	43,055.52
3	1.1320	35,969.63	1.1940	37,939.70	1.2620	40,100.42	1.3240	42,070.48	1.3860	44,040.55
1/2	1.1540	36,668.68	1.2180	38,702.30	1.2890	40,958.35	1.3530	42,991.97	1.4170	45,025.59
4	1.1760	37,367.74	1.2420	39,464.91	1.3160	41,816.28	1.3820	43,913.45	1.4480	46,010.62
1/2	1.1980	38,066.80	1.2660	40,227.52	1.3430	42,674.21	1.4110	44,834.93	1.4790	46,995.65
5	1.2200	38,765.85	1.2900	40,990.12	1.3700	43,532.15	1.4400	45,756.42	1.5100	47,980.69
1/2	1.2420	39,464.91	1.3140	41,752.73	1.3970	44,390.08	1.4690	46,677.90	1.5410	48,965.72
6	1.2640	40,163.97	1.3380	42,515.34	1.4240	45,248.01	1.4980	47,599.38	1.5720	49,950.76
1/2	1.2860	40,863.02	1.3620	43,277.94	1.4510	46,105.95	1.5270	48,520.87	1.6030	50,935.79
7	1.3080	41,562.08	1.3860	44,040.55	1.4780	46,963.88	1.5560	49,442.35	1.6340	51,920.82
1/2	1.3300	42,261.14	1.4100	44,803.16	1.5050	47,821.81	1.5850	50,363.83	1.6650	52,905.86
8	1.3520	42,960.19	1.4340	45,565.77	1.5320	48,679.74	1.6140	51,285.32	1.6960	53,890.89
1/2	1.3740	43,659.25	1.4580	46,328.37	1.5590	49,537.68	1.6430	52,206.80	1.7270	54,875.93
9	1.3960	44,358.30	1.4820	47,090.98	1.5860	50,395.61	1.6720	53,128.28	1.7580	55,860.96
1/2	1.4180	45,057.36	1.5060	47,853.59	1.6130	51,253.54	1.7000	54,017.99	1.7890	56,845.99
10	1.4400	45,756.42	1.5300	48,616.19	1.6400	52,111.48	1.7300	54,971.25	1.8200	57,831.03
1/2	1.4620	46,455.47	1.5540	49,378.80	1.6670	52,969.41	1.7590	55,892.74	1.8510	58,816.06
11	1.4840	47,154.53	1.5780	50,141.41	1.6940	53,827.34	1.7880	56,814.22	1.8820	59,801.10
1/2	1.5060	47,853.59	1.6020	50,904.01	1.7210	54,685.27	1.8170	57,735.70	1.9130	60,786.13
12	1.5280	48,552.64	1.6260	51,666.62	1.7480	55,543.21	1.8460	58,657.19	1.9440	61,771.16
1/2			1.6485	52,381.57	1.7750	56,401.14	1.8750	59,578.67	1.9750	62,756.20
13			1.6710	53,096.51	1.8020	57,259.07	1.9040	60,500.15	2.0060	63,741.23
1/2					1.8260	58,021.68	1.9330	61,421.64	2.0370	64,726.27
14					1.8500	58,784.29	1.9600	62,279.57	2.0680	65,711.30
1/2							1.9870	63,137.50	2.0990	66,696.33
15							2.0120	63,931.88	2.1300	67,681.37
1/2									2.1570	68,539.30
17									2.1840	69,397.23
1/2	1.5500	49,251.70	1.6935	53,811.45	1.8740	59,546.89	2.0370	64,726.27	2.2110	70,255.17
20	1.5720	49,950.76	1.7160	54,526.40	1.8980	60,309.50	2.0620	65,520.65	2.2380	71,113.10
1/2	1.5940	50,649.81	1.7385	55,241.34	1.9220	61,072.11	2.0870	66,315.03	2.2650	71,971.03
25	1.6160	51,348.87	1.7610	55,956.29	1.9460	61,834.71	2.1120	67,109.41	2.2920	72,828.96

1/2 gray line before step is correct salary for that step, as 1/2 step is given instead of full step.

APPENDIX C
WILLIAMSBURG LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARIES EFFECTIVE FOR THE TERM OF THE CONTRACT
BASE SALARY ONLY FOR THE DURATION OF THIS CONTRACT: \$28,597.76

POSITION	BASE %	AMOUNT
VARSITY FOOTBALL	0.2055	\$ 5,876.83
VARSITY BASKETBALL, BOYS/GIRLS	0.2055	5,876.83
MARCHING BAND DIRECTOR	0.1290	3,689.11
VARSITY WRESTLING	0.1820	5,204.79
ASSISTANT FOOTBALL	0.1455	4,160.97
RESERVE BASKETBALL, BOYS/GIRLS	0.1355	3,874.99
RESERVE/FRESHMAN FOOTBALL	0.1355	3,874.99
H.S. MUSICAL	0.1145	3,274.44
PEP BAND DIRECTOR	0.0735	2,101.93
VARSITY VOLLEYBALL	0.1050	3,002.76
VARSITY SOCCER	0.1050	3,002.76
BASEBALL/SOFTBALL	0.0975	2,788.28
TRACK, BOYS/GIRLS	0.0975	2,788.28
TENNIS	0.0975	2,788.28
GOLF	0.0975	2,788.28
ASSISTANT WRESTLING	0.1050	3,002.76
JR. HIGH BASKETBALL	0.0935	2,673.89
JR. HIGH FOOTBALL	0.0935	2,673.89
H.S./ELEM. ANNUAL	0.0800	2,287.82
ASST. JR. HIGH FOOTBALL	0.0735	2,101.93
DRILL TEAM	0.0735	2,101.93
RESERVE VOLLEYBALL/BASEBALL	0.0705	2,016.14
ACADEMIC COACH	0.0700	2,001.84
VARSITY H.S. CHEERLEADER, FOOTBALL	0.0600	1,715.86
JUNIOR CLASS ADVISOR	0.0600	1,715.86
JR. HIGH CHEERLEADER, FOOTBALL	0.0500	1,429.88
JR. HIGH CHEERLEADER, BASKETBALL	0.0500	1,429.88
H.S. STUDENT COUNCIL	0.0500	1,429.88
H.S. CORE CURRICULUM COORDINATORS LANGUAGE, MATHEMATICS, SOCIAL STUDIES, SCIENCE	0.0500	1,429.88
ELEM. SCHOOL CORE CURRICULUM COORDINATORS LANGUAGE, MATHEMATICS, SOCIAL STUDIES, SCIENCE	0.0500	1,429.88
FRESHMAN VOLLEYBALL/BASKETBALL/FOOTBALL	0.0450	1,286.89
RESERVE CHEERLEADER, FOOTBALL	0.0400	1,143.91
JUNIOR HIGH VOLLEYBALL	0.0400	1,143.91
SENIOR CLASS ADVISOR	0.0400	1,143.91
FCCLA ADVISOR	0.0400	1,143.91
JR. HIGH TRACK, BOYS/GIRLS	0.0400	1,143.91
VARSITY BASKETBALL CHEERLEADING	0.0397	1,135.33
JUNIOR VARSITY BASKETBALL CHEERLEADING	0.0325	929.42
ELEMENTARY STUDENT COUNCIL	0.0300	857.93
LPDC CHAIR	0.0200	343.18
NATIONAL HONOR SOCIETY	0.0200	571.95
SOPHOMORE/FRESHMAN CLASS ADVISOR	0.0100	285.97
LPDC SECRETARY	30% of the amount paid to the chairperson of LPDC	171.58
LPDC MEMBER AT LARGE	10% of the amount paid to the chairperson of LPDC	57.19

WILLIAMSBURG LOCAL SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL LEAVE

APPENDIX D

NAME OF EMPLOYEE _____ DATE _____

CONFERENCE _____

PURPOSE OF CONFERENCE _____

DATE OF CONFERENCE _____ LOCATION _____

ESTIMATE OF EXPENSES:

MILEAGE _____ MILES AT _____ = _____

LODGING _____ NIGHTS AT _____ = _____

REGISTRATION _____

MEALS _____

**PROPER DOCUMENTATION (e.g. receipts) must be submitted prior to reimbursement of approved expenses.*

* * * * *

THE PRINCIPAL MAY REQUIRE A WRITTEN OVERVIEW OF THE CONFERENCE.

EMPLOYEE'S SIGNATURE

WRITTEN OVERVIEW OF CONFERENCE REQUIRED: _____ YES _____ NO

BUILDING PRINCIPAL

* * * * *

APPROVAL GRANTED

APPROVAL DENIED

APPROVAL GRANTED WITH MODIFICATIONS

SUPERINTENDENT

WILLIAMSBURG LOCAL SCHOOL DISTRICT
APPLICATION FOR LEAVE

APPENDIX E

PRINT - FULL NAME

DATE

PRINT - SUBSTITUTE'S NAME

SICK LEAVE

NUMBER OF DAYS

ACTUAL DATE OF LEAVE

EMPLOYEE PERSONAL ILLNESS

DESCRIBE

FAMILY PERSONAL ILLNESS/DEATH

NAME & RELATIONSHIP TO EMPLOYEE

NAME OF PHYSICIAN CONSULTED

REASON

ADDRESS OF PHYSICIAN CONSULTED

YOUR SIGNATURE FULFILLS REQUIREMENTS OF
O.R.C. 3319.141:

SIGNATURE

DATE

PERSONAL LEAVE

Certified: The first two days requested are not restricted relative to reason. A specific reason must accompany a request for the third day.

Non-Certified: A specific reason must accompany any request for personal leave.

NUMBER OF DAYS

ACTUAL DATE OF LEAVE

REASON

PRINCIPAL

DATE

SUPERINTENDENT

DATE

**WILLIAMSBURG LOCAL SCHOOL DISTRICT
CERTIFIED GRIEVANCE FORM**

APPENDIX F

Definition: A grievance is defined as a claim by a certificated person(s) who is/are covered by this Agreement that one or more of the terms of this Agreement have been misinterpreted or misapplied.

NAME OF MEMBER(S) _____ DATE _____

BUILDING _____

STEP ONE: ADMINISTRATOR

DATE GRIEVANCE OCCURRED _____ DATE OF INFORMAL DISCUSSION _____

ARTICLE(S)/PROVISIONS(S) VIOLATED _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

SIGNATURE OF MEMBER(S) _____ DATE _____

DATE RECEIVED BY ADMINISTRATOR _____

DATE OF HEARING _____ DATE MEMBER(S) NOTIFIED OF HEARING _____

DISPOSITION OF ADMINISTRATOR:

SIGNATURE OF ADMINISTRATOR _____ DATE _____

LEVEL TWO: SUPERINTENDENT

POSITION OF MEMBER(S):

SIGNATURE OF MEMBER(S) _____ DATE _____

DATE RECEIVED BY SUPERINTENDENT _____

DATE OF HEARING _____ DATE MEMBER(S) NOTIFIED OF HEARING _____

DISPOSITION OF SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT _____ DATE _____

STEP THREE: MEDIATION

POSITION OF MEMBER(S):

SIGNATURE OF MEMBER(S) _____ DATE _____

DATE RECEIVED BY SUPERINTENDENT _____

DATE OF MEDIATION _____

STEP FOUR: ARBITRATION

_____ GRIEVANT(S) ELECT TO HAVE THE GRIEVANCE FORWARDED TO ARBITRATION.

_____ GRIEVANT ELECTS NOT TO HAVE THE GRIEVANCE FORWARDED TO ARBITRATION.

DATE LIST OF ARBITRATORS REQUESTED FROM AAA _____



OHIO EDUCATION ASSOCIATION

STATE EMPLOYMENT
RELATIONS BOARD

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

2011 JUN 30 P 12: 42

June 28, 2011

Mary Laurent, Administrative Assistant
Bureau of Mediation
State Employment Relations Board
65 E. State St., Suite 1200
Columbus, OH 43215-4213

Re: **Case No. 11-MED-05-0840**
Williamsburg Education Association and
Williamsburg Local School District Board of Education

Dear Ms. Laurent:

Enclosed is the ratified and signed successor agreement between the Williamsburg Education Association and the Williamsburg Local School District Board of Education. This filing completes the negotiations process.

Sincerely,

Robin L. Busby
Labor Relations Consultant
Email: busbyr@ohea.org

RLB /de

Enclosure: *CBA effective 07/01/11-06/30/14*

c: Jeff Weir, Superintendent (w/enclosure)
Mark Isaac, WEA President (w/enclosure)

