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MASTER AGREEMENT  
BETWEEN  
WOLF CREEK LOCAL  
EDUCATION ASSOCIATION &  
WOLF CREEK LOCAL  
BOARD OF EDUCATION



July 1, 2012 – June 30, 2015

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# WOLF CREEK WCLEA CONTRACT

## ARTICLE I

### RECOGNITION

- 1.01 The Wolf Creek Board of Education, hereinafter the “Board” or the “District” hereby recognizes the Wolf Creek Local Education Association OEA/NEA – Local, hereinafter the “Association,” as the sole and exclusive bargaining representative – for the purpose of and as defined in Chapter 4117 Ohio Revised Code – for all professional, non-supervisory personnel as certified by the State Employment Relations Board both full and part time under contract, employed by the District performing, by way of illustration only but not limitation; classroom teachers (K-12, special, vocational, and full-time substitutes), guidance counselors, librarians, school nurse(s), coordinators, department heads, athletic directors, advising or critic teachers, and head teachers. Part-time employees shall be defined as those employees who regularly work 18 hours per week but less than 36 ¼ hours.

Except as provided in this article, the parties agree that all positions not specifically included in the bargaining unit shall be excluded from the bargaining unit. Such exclusion includes the superintendent, assistant superintendents, principals, assistant principals, and other administrative personnel, as defined in Section 4117.01 (k) of the Ohio Revised Code and all non-certified, or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Act.

The Board shall determine whether a new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within five (5) calendar days. If the Association disputes the Board’s determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Association’s notification to the Superintendent. If the parties agree on the determination, it shall be implemented as agreed by the Board and the Association. If the parties do not agree, the position(s) shall be subject to challenge by the Association to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

## 1.02 PRINCIPLES

- A. Attaining Objectives – Attainment of objectives of the educational program of the Wolf Creek Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and the certified staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
- B. Right to Join or Not to Join – It is further realized that certified personnel have the right to join, participate in and assist the Association, and the right to refrain from such, but membership shall not be a prerequisite for employment of or continuation of employment of any employee; this, however, shall not preclude the payment of a service fee or assessment.
- C. Membership in Association – In recognition of the Association services to the bargaining unit, all members of the bargaining unit shall either be members of the Association and their affiliates or share in the financial support of the Association by paying to the Association a service fee, equivalent to the amount of dues uniformly required of members of the Association in the manner described below. These deductions shall be an exclusive right conferred upon WCLEA as the recognized representative of the certified personnel as defined in the recognition contained herein.
  - 1. Each bargaining unit member who has not submitted their payroll deduction forms shall be given an opportunity to submit payroll deduction forms to the Treasurer by October 1<sup>st</sup>. This payroll deduction shall continue to be effective from year to year. The Treasurer shall have the form prior to making deductions. Bargaining unit members failing to submit such payroll deduction forms shall have the fair service fee deducted automatically by the Treasurer.
  - 2. The deductions shall be made equally from the first and second paycheck of each month, commencing the first pay on or after October 1 annually for the remainder of the year.
  - 3. These deductions shall continue from year-to-year automatically. The Association shall forward to the Treasurer and to the employee by October 15 of each year the amount to be deducted for that year.

4. The Board Treasurer shall give to the Treasurer of the association within ten (10) days the total amount to be deducted along with a complete description by name of the amount deducted.
- D. The individual may be held liable for civil action for damages for said fee for failure to either pay the dues or service fee directly to the Association or authorizing a payroll deduction for said dues or service fee.
- E. The Association agrees to indemnify and save harmless the Board of any and all legal fees, court costs, other court ordered damages and filing fees incurred by or through its counsel in enforcing or defending this section.
- F. An employee has the right to revoke a payroll deduction by giving the Treasurer and the Association two (2) weeks notice. However, the employee would then have to pay the remaining dues or service fee directly to the Association.
- G. The Board shall not permit payroll deduction for dues to an organization competing with the Wolf Creek Local Education Association.

### 1.03 AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understanding with respect to wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. The Board cannot reduce, negotiate, or delegate its legal responsibilities. It has the power, the responsibility, and the obligation to carry out policies through the Ohio Revised Code and the Ohio Constitution.

- A. Negotiating Teams – The Board or designated representative of the Board, will meet with the representatives designated by the Association for the purpose of discussions and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams of which neither will exceed five members per team. The parties may call upon professional and

lay consultants to assist in negotiations.

- B. Submission of Issues – Either party may request the opening of negotiations no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the contract. All issues proposed for negotiations shall be submitted in writing by the party requesting negotiations at the first meeting. The party not initiating negotiations shall submit in writing any additional issues upon which it wishes to negotiate no later than the second meeting. The first meeting between the parties following the request for negotiations shall be held within fifteen (15) days following the request. No additional issues shall be submitted by either party following the second meeting, unless mutually agreed to by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed to by the parties.
- C. Negotiations Procedures – Designated representative(s) of the Board shall meet at mutually agreed places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Meetings shall not exceed three (3) hours, unless mutually agreed upon; and shall be held at a time other than the regular school day. If agreement is not reached within sixty (60) calendar days or a mutually agreed upon time, the unresolved issue (s) may be submitted to an Advisory Panel, as described in paragraph H.
- D. Caucus – Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- E. Exchange of Information – Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue (s) under consideration.

- F. Progress Reports – Statements to the media may be issued, as needed, by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method.
- G. Reaching Agreement – As official agreement is reached on each issue, it shall be so noted and initiated by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced in writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and the Board, the Board shall, by resolution, adopt the agreement as its contract. The Association agrees to abide by the terms of the agreement and to take necessary action to advise its members of the terms of the agreement.
- H. Resolving Differences – In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse and thereby creating an Advisory Panel of three (3) persons. One member shall be designated by the Board, one member of the Association, and these two members shall select a third, who will be chairman. The Advisory Panel shall act as fact-finders, conferring with both parties and making recommendations for settlement of the issue(s) in question within twenty (20) days from the date of its establishment.

Each party will pay the expenses of its own representative on the Advisory Panel. However, the expense of the chairman will be shared equally by the Board and the Association. The recommendations of the Advisory Panel shall be submitted to the negotiators for consideration. If agreement is not reached within five (5) days, or a mutually agreed upon date, the Advisory Panel's report shall be submitted to the Board, Superintendent, and Association and shall be made public within fifteen (15) days after the receipt of said recommendations. The Board shall take action upon the recommendation of the Advisory Panel at a special or regular meeting conducted not less than fifteen (15) days nor more than thirty (30) days after receipt of said recommendations.

## ARTICLE 2

### GRIEVANCE PROCEDURE

- 2.01 POLICY – These procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teachers initiating or participating in the grievance procedure.
- 2.02 PURPOSE AND OBJECTIVES – The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

#### 2.03 DEFINITION

- A. A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the written agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to.
- B. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of the like circumstances affecting each member of the said group.

#### 2.04 GENERAL PROVISIONS

- A. An individual grievance shall be initiated by the person so aggrieved.
- B. An alleged violation should be first discussed informally with the appropriate administrator prior to the initiation of the grievance procedure.
- C. A grievance shall be reduced to writing and shall include:
1. the alleged violation
  2. relief sought
  3. date of initiating procedure
  4. section of agreement violated.

- D. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
- E. Counsel of choice may be used by any or all parties involved in the grievance procedure at Levels II, III, and IV. If counsel for the teacher is an organization counsel, the person shall be an official representative of the Association.
- F. Time limits given shall be considered as a maximum, unless otherwise extended by mutual agreement by the parties involved.
- G. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean that the grievance has been resolved by the recommendations stated in the previous level.
- H. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his realm of responsibility or control.
- I. Resolution of a grievance at any level shall apply to the stated grievance only and shall in no way infringe on the statutory obligations or other policies of the Board.
- J. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher having a complaint, or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- K. A day shall be a calendar day.
- L. Before a grievance can be submitted to arbitration by any teacher, the grievance must first be approved by the Association's Executive Committee. Any grievance not approved will stop at Level III.
- M. A grievance may be resolved at any level of the Grievance Procedure without prejudice.
- N. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.

- O. All records, documents, or communications concerning a grievance shall be filed in a grievance file upon resolution of the stated grievance.

#### 2.05 LEVEL I – ADMINISTRATION

- A. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within ten (10) days of his becoming aware of the alleged violation, or said grievance shall no longer exist. A copy of said grievance shall be filed with the Superintendent.
- B. A meeting shall be mutually agreed upon between the aggrieved and the administrator within seven (7) days of the filing of the grievance. Either the aggrieved or the administrator or both may have present at said meeting such persons as may provide information related to the grievance. Discussion at this meeting shall be confined to the issue (s) as stated in the grievance and the relief sought.
- C. Within seven (7) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance. A copy shall be sent to the Superintendent.

#### 2.06 LEVEL II – SUPERINTENDENT

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he shall within seven (7) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance. The meeting shall be within seven (7) days of the request. The meeting shall be conducted in a manner as stated in Level I. Within seven (7) days of the meeting, the Superintendent shall provide the aggrieved and the immediate administrator of Level I with a written response stating his position and suggestion for resolution of the grievance.

#### 2.07 LEVEL III – BOARD

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee or group, such employee or group may appeal in writing to the Board of Education. The notice of appeal shall be

sent to the Superintendent and a copy filed with the treasurer of the Board of Education. Failure to file such appeal within seven (7) days from the receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next special or regular meeting of the Board of Education. The aggrieved employee shall have the right to be accompanied at such a meeting by counsel or by a representative of his employee organization. The Board of Education shall act upon such appeal no later than its next regular meeting. The Board of Education's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee. Copies of the action shall be sent to the employee, Superintendent, and building principal.

## 2.08 LEVEL IV – ARBITRATION

- A. If the aggrieved person is not satisfied with the disposition in Level III, he may request in writing the issue be submitted arbitration within fourteen (14) days after the Level III hearing. The grieving party may institute arbitration proceedings concerning a grievance no later than fourteen (14) days following the date of receipt of written request for arbitration submitted by the aggrieved by serving a written demand on the other party specifying the nature of the grievance and the reasons therefore, including reference to the specific provision or provisions of this Agreement in dispute. However, the right to arbitrate any such dispute shall be deemed waived if the grieved party fails to institute arbitration proceedings within such fourteen (14) day period following the date receipt of the written request by the aggrieved. The Grievance and Arbitration Procedure shall be the means of settling the grievances.
- B. Each referral to arbitration shall embrace but one (1) grievance and one (1) such matter in dispute, unless otherwise stipulated by agreement between the Association and the Board.
- C. Within twenty (20) days following receipt of such written demand, the Association and the Board shall endeavor jointly to select an arbitrator. If, within such period, the parties are unable to agree upon the selection of an arbitrator, either party

may request the Federal Mediation and Conciliation Service for the arbitrators from which the parties may jointly make such selection. If the parties fail to agree on the selection of an arbitrator from this list, each party shall alternately strike one (1) name until but one (1) name remains and the person so named shall be the arbitrator. The arbitrator shall have no authority to add to, or subtract from, or in any way modify the provisions of this Agreement.

- D. The decision of the arbitrator made in compliance with the foregoing shall be in writing, shall include the reasons for each finding and conclusion and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Board and the Association.
- E. The decision of the Arbitrator made in compliance with the foregoing shall be final and binding unless it contravenes a provision of any statute of the State of Ohio pertaining to public schools, school districts, or the administration of public schools.
- F. The fees and expenses of the arbitrator shall be paid by the Board in all cases where the grievance is either sustained or denied in its entirety. In all other cases, the fees and expenses of the arbitrator shall be borne equally by the Association and the Board.

### ARTICLE 3

#### SCHOOL DAY

- 3.01 The workday for bargaining unit members shall be seven and one half (7 ½) hours in length, which shall include thirty (30) consecutive minutes of duty free lunch during which he or she will not be required to perform any school duties (exclusive of Parent/Teacher Conferences).
- 3.02 All full-time employees at the secondary level shall be entitled to preparation time to no less than that amount of time equal to one classroom period per day for the exclusive use by the employee in classroom preparation, the counseling of students, and other related educational activities. Elementary staff members (K-8) shall be provided a planning time of 200 minutes per week, inclusive of duty free lunch as stated in 3.01.

- 3.03 On occasion calamity days up to four per year may be used by the Board for teachers to report for Professional Development commonly referred to as a Waiver Day. If this occurs, the Board will not ask the teachers to report until the roads are safe (not before 9:00 a.m.).

## ARTICLE 4

### ACADEMIC FREEDOM

- 4.01 The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship by outside agencies.
- 4.02 In accordance with the basic objectives of democratic society, the school atmosphere shall be conducive to the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning. These objectives are subject only to accepted standards of professional educational responsibility by members of the Instructional staff.

## ARTICLE 5

### INDIVIDUAL RIGHTS

- 5.01 The Association agrees that members of the Instructional staff shall abide by the Board policies in effect during the time of employment to the extent that his or her personal safety and well-being will not be threatened or professionally demeaned nor will that of the students.
- 5.02 The Board further provides the right of due process to all members of the instructional staff in accordance with the Board-adopted policy on grievance procedure, Article 2.

## ARTICLE 6

### ASSOCIATION USE OF SCHOOL FACILITIES

- 6.01 Duty authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on

school property provided that this shall not interfere with or interrupt normal instructional programs in keeping with provisions of Building Policy and the Ohio Revised Code.

## ARTICLE 7

### CONTRACTS

7.01 The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and the Board-adopted policies. The provision of such written contracts shall be enumerated in the sub-sections of this policy.

A committee appointed jointly by the WCLEA President and Superintendent will meet and review the current Law (H.B.153 and others as necessary). This committee will look at the Ohio Department of Education's proposals on evaluations and devise an instrument complying with ORC. The proposed new Evaluation Instrument and RIF procedure will be approved by the committee, the WCLEA and The Board of Education at which point it will become part of the Master agreement. The new evaluation instrument will become effective for use during the 2013-2014 school year. The current instrument will be used during the 2012-2013 school year.

- A. The contract shall include the number of days a teacher is to be at school, not to exceed 184 days.
- B. The President and Treasurer of the Board of Education, by affixing their signature to a contract, represent that all necessary implementing resolutions have been adopted by the Board.
- C. Teachers shall be given a one (1) year contract upon initial employment. If the teacher is re-employed, the Board may grant another one (1) year contract with reasons for professional improvement, or grant a two (2) year contract. If the teacher is re-employed at the end of the second contract, such teacher shall be offered a minimum of a two (2) year contract. If at the end of the two (2) year contract the teacher is not eligible for tenure, such teacher shall be offered a minimum of a three (3) year contract. If the teacher successfully fulfills the initial three year contract, such teacher shall be offered limited contracts of five (5)

year's duration until such teacher is eligible for tenure or retires.

The Board will follow tenure laws as outlined in the Revised Code 3319.11.

Any teacher becoming eligible for tenure must notify the Superintendent of such eligibility prior to March 1 to be considered for tenure for the next school year. All supplemental contracts will be for one (1) year only.

- D. Any agreement to act as supervisor for extracurricular activities for which additional compensation is to be paid, shall be by supplemental contract.
- E. Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to July 31 of a change in assignment.
- F. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- G. When the board determines it necessary to reduce the number of certified staff positions the following procedure shall apply:
  - 1. To the extent possible, reductions in force will be minimized by not replacing employees who retire or resign.
  - 2. Reductions needed beyond those through attrition will be made by suspending contracts. Those contracts to be suspended shall be chosen as follows and in accordance with 3319.17 of Revised Code. Teachers on continuing contract shall be granted preference over limited contract teachers within each area affected by the reduction in force.
    - a. All teachers shall be placed on a seniority list in each teaching area for which they are certified. Teachers on continuing contracts

shall be placed on the list by area(s) of certification and seniority and teachers on limited contracts shall be placed on a list by seniority and area(s) of certification. Seniority shall be defined as the length of continuing service in the Wolf Creek Schools. Seniority shall not be interrupted by authorized leaves of absence. (Teachers who work less than full time shall be credited with seniority on a prorated basis equal to the amount of days and hours worked per day.)

- b. Reductions in any area of certification shall be made from the least senior on the seniority list for that area of certification.
- c. If two or more teachers have the same length of continuous service, seniority shall be determined by:
  - 1. The date of the Board meeting at which the teacher was hired.
  - 2. The date the teacher signed his/her initial limited contract in the Wolf Creek Schools.
  - 3. The date on which the teacher submitted the first completed job application from which he/she was hired.
  - 4. Factors other than seniority and areas of certification may be used to determine those effected by RIF if the Association and the Board of Education to this agree.
  - 5. If any ties remain after (1), (2), (3), and (4), they will be broken by lot.
  - 6. On or about September 30 of each year, the Superintendent will provide the Association President with a list showing the seniority of each teacher employed by the Board. The Association President will review and return to the superintendent on or about October 15 at which time the list will be posted in each office (Elementary and High School) and the primary teacher's workroom of each building.

- H. Any teacher who is to be laid off will be so notified in writing at least thirty (30) calendar days before the effective date of layoff.
- I. The names of teachers whose contracts are suspended through reduction in force shall be placed on a recall list for twenty-four (24) months from the date of reduction. Teachers on the recall list shall be recalled in order of seniority for vacancies in areas for which they are certified according to Revised Code 3319.17.

## ARTICLE 8

### LEAVE POLICIES

#### 8.01 PERSONAL LEAVE

- A. Board will allow three (3) unrestricted personal business days per school year. Personal leave may be limited to three (3) teachers on any given day, depending on availability of substitutes. More may be granted in an emergency at the discretion of the Superintendent.
- B. A teacher planning to use personal leave should notify his principal of such intent the day before.
- C. Such leave as provided in this policy may be accumulated, to a maximum of five (5) days. Written notice must be provided to the treasurer prior to the last pay in May.

Teacher(s) that do not use their personal day(s) shall be granted the current rate of sub pay per each day (up to a maximum of three (3) days, as accumulated days are not part of this payment option) not used. The payment for such unused day(s) shall be paid in the last pay in June.

#### 8.02 ASSOCIATION LEAVE

- A. The Association shall be granted leave with pay for its members to perform professional association duties that cannot be performed at times other than normal school days.
- B. Such leave will be granted upon written notice from the Association President at least one (1) week in advance to the office of the Superintendent.

- C. Such written notice shall include the name of the Association representative(s), date(s) leave is requested, and place and function for which the leave shall be used. This leave will be limited to two (2) days for two (2) people.

### 8.03 SICK LEAVE

- A. Sick leave for all employees shall be accumulative at the rate of one and one-fourth (1 ¼) days per month and at a maximum of fifteen (15) days per year. A beginning employee who has not accumulated prior sick leave credit shall be granted up to five (5) days of paid sick leave, providing normal sick leave qualifications are met. (15)
- B. Each teacher shall accumulate up to 215 days of sick leave.
- C. Any teacher transferring to the employ of the Board of Education shall be credited with the unused balance of his/her accumulated sick leave up to the amount of accumulation allowed in the Wolf Creek District upon verification of the accumulation from the proper public agency.
- D. Sick leave shall be granted for personal illness, injury, pregnancy, quarantine – accordance with the O.R.C. 3319.141.
- E. “Immediate Family” is defined as: mother, father, brother, sister, mother-in-law, father-in-law, spouse, child, or any other relative living in the same household.
- F. Sick leave shall be granted for death in the immediate family to include all the aforementioned and brother-in-law, sister-in-law, grandparent, grandchild, and a legal guardian or other person who stands in place of a parent (loco parentis).
- G. Three (3) days sick leave will be granted for death in the immediate family. This may be extended by approval of the Superintendent. The Superintendent may request a physician’s statement if a teacher is absent five (5) consecutive school days.
- H. Upon return from absence, the teacher must complete affidavit stating the reason for the absence. Upon return from an extended illness of ten (10) school days, a teacher will provide a physician’s release to return to work.

- I. Any teacher may transfer up to five (5) days sick leave in any one (1) year to any other employee who has exhausted his or her accumulated sick leave as a result of an extended illness or injury. doctor's statement of need for an employee's extended absence shall be required. The Local Union President shall provide a list of employee names and number of donated days to the Treasurer. A maximum of forty (40) days of sick leave may be transferred to the benefit of an employee. The transferred days will not act as accumulated sick leave for the employee. This will be on a volunteer basis only.

8.04 PROFESSIONAL LEAVE – Absence from school, with or without pay, shall be authorized by the Superintendent to the extent such funds are appropriated to permit employees to attend local, district, state and national meetings and conferences. Initial requests for attendance at professional meetings will be made to the principal. Final authorization for attendance at professional meetings shall be obtained prior to the absence by a written request to the Superintendent.

- A. Definition of professional meeting – This should include activities such as visitation to schools, colleges, business or industries; participation in state and regional committee work, as well as attendance at recognized professional workshops and conferences for the purpose of promoting educational goals, teaching techniques, or for the promotion of the working profession itself.
- B. All applicants will complete an application form requesting attendance prior to attendance of said meeting. These requests will be given to the principal who will register in writing his approval or rejection. He will forward the application request to the Superintendent.
- C. Expenses allowable are actual reasonable expenses for motel/hotel, travel expenses not to exceed amount in Article 20.01, or the exact bus, rail, or air fare, plus actual parking charges, and required registration fees. Expenses for food shall not exceed a reasonable rate. The maximum reimbursement for meals will be \$25.00 per day providing the meals are not part of the conference.
  1. No hotel or motel reimbursement will be granted for meetings in the immediate area.
  2. Membership fee is an individual responsibility.

3. Registration fees may be an allowable expense.
- D. Forms will indicate the following:
1. Who is attending the meeting.
  2. Type of meeting.
  3. Time and place.
  4. Estimated and actual cost of attending the meeting.
  5. Evaluation and value of meeting.
- E. Criteria for consideration of requests shall include:
1. The value of the meeting to the school district.
  2. The professional growth value to the person attending.
  3. The value to the school through oral and written communication.
  4. The value of improving the school program and/or general morale of the school.
  5. The need to keep within the budget.
  6. The need to itemize expenses.
- F. The principal shall agree to what the Board will pay for professional leave.
- G. A professional leave fund shall be included in the budget of the Wolf Creek Board of Education in the amount of five thousand dollars (\$5,000.00) to be used for payment of expenses of said teachers taking professional leave.
- H. The Athletic Director will be allowed two (2) professional leave days per year to attend State Tournament games. Each Head Coach in each varsity sport will be allowed one (1) professional leave day to attend the State Tournament. There will be no remuneration on the Board's part except the substitute.

#### 8.05 PARENTAL LEAVE

- A. A teacher shall be granted a leave of absence for one year without pay for maternity or the adoption of a child less than one year of age, upon approval of the Board of Education and submission of:
1. A doctor's statement verifying the term of pregnancy, or a statement verifying that legal custody is obtained in the event of adoption.
  2. A written request for a maternity leave of absence, accompanied by a doctor's statement of approval

specifying the initial date of maternity leave and the anticipated date of return coinciding with the commencement of a grading period.

- B. Such leave may be extended for a period of one (1) additional school year upon written application.
- C. Contract Rights:
  - 1. Limited contract teachers shall retain limited contract status upon return from maternity leave.
  - 2. Continuing contract teachers shall retain continuing contract status upon returning from maternity leave.

#### 8.06 ASSAULT LEAVE

- A. An employee who is absent due to disability resulting from a clearly unprovoked attack upon said employee which assault occurs on Board premises while in attendance at an official school function and in the course of said employee's employment, shall be subject to the approval of the Superintendent, or his designee-granted up to twenty (20) working days assault leave; said employee shall be maintained on full-pay basis.
- B. Assault leave may not be granted under this policy unless the employee in question:
  - 1. Has a signed, written statement justifying the granting of assault leave. Said statement shall be upon Board-provided forms.
  - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  - 3. Agrees to file criminal prosecution against the person or persons involved. Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 ORC.

#### 8.07 FAMILY MEDICAL LEAVE ACT

- A. The parties to this agreement shall have all rights and obligations provided under the Family Medical Leave Act. After an employee has exhausted all other leaves provided under this agreement, an employee may request FMLA leave.

## ARTICLE 9

### NON-RENEWAL PROCEDURE

#### 9.01 NON-RENEWAL PROCEDURE

- A. If the Superintendent intends to recommend the non-renewal of a teacher's contract, said teacher shall receive a written statement of the Superintendent's intention fifteen (15) days prior to the Board meeting in which the recommendation will be acted upon.
- B. Within seven (7) calendar days after the receipt of the above notification by the Superintendent, the teacher may request written specific reasons for the non-renewal. The reasons shall be based upon evaluation and for just cause for bargaining unit members after the issuance of a two (2) year contract. A maximum of two (2) one year contracts may be awarded. Requests for tenure are exempt from this article and the procedures outlined in the Ohio Revised Code 3319.11 will apply.
- C. Within seven (7) calendar days after the receipt of the above request, the Superintendent shall furnish to the teacher in writing the specific reasons for the non-renewal and shall notify the teacher in writing of the date, time, and place of the hearing. Said hearing shall take place within ten (10) calendar days after the receipt of such notice. Both parties may be accompanied and/or represented at this meeting by counsel of his or her choice.
- D. The hearing is to be private unless it is requested by the teacher to be public.
- E. The hearing shall be confined to the reasons given for the non-renewal of the contract.
- F. Within seven (7) calendar days of the hearing with the Board of Education, a decision in writing shall be rendered. A copy of the decision shall be sent to the teacher and the Superintendent.

## ARTICLE 10

### VACANCIES, TRANSFERS, AND PROMOTIONS

#### 10.01

- A. Vacancy – For the purpose of this section “vacancy” shall be defined as an opening in the bargaining unit or a supplemental position by reason(s) of retirement, resignation, leave of absence, death, non-renewal of contract, or a new position as determined by the Board of Education. When a vacancy is posted and filled by a teacher already employed by the Board of Education the resulting job opening then occurring shall be deemed a vacancy and posted in accordance with the contract.
- B. Posting – During the months of June, July, and August notification of any vacancy or new position shall be printed and mailed with each teacher’s paycheck. Notification of such new position(s) and/or vacancies shall be for a period of five (5) calendar days following the postmark on such notification. No vacancy or new position shall be filled until such vacancy or new position has been posted on the Association designated bulletin boards in each building for five (5) working days during the regular school year, including June. All vacancy notices shall be sent to the Association President.
- C. Voluntary Transfer –
1. Teachers who desire a change in grade level, subject(s) assigned, or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than five (5) working days after the posting. The selection of the teacher to fill a vacancy shall be based upon two (2) factors:
    - a. The teacher possesses a valid certificate at the time of application for the area(s) listed in the vacancy notice.
    - b. Seniority
  2. The applicant with the most seniority shall be awarded the vacant position. For purposes of this article seniority will be computed from a teacher’s most recent date of hire and will begin to accrue as of his/her day of actual service. Seniority will continue to accrue during a paid

leave of absence. Seniority will not be broken by unpaid leaves of absence, nor will it accrue. If two or more teachers have the same seniority date, the method of determining most seniority will be by the toss of a coin.

- D. Involuntary Transfer – Any member of the bargaining unit who is being involuntarily transferred shall be the least senior person in the district possessing their certificate(s) for the position. A conference with the Superintendent and building administrator shall be held with specific reasons for; such reassignment, in writing. At such conference the teacher may be represented by one person of his/her choice. The conference shall take place within fifteen (15) calendar days of the written request for such conference.
- 10.02 The written statement of specific reasons for such transfer, set forth in paragraph A above, shall be signed by teacher to acknowledge receipt of such reasons, shall be noted in writing, and shall not preclude such reassignment.
- 10.03 The Superintendent shall have the authority to involuntarily transfer provided the teacher is given written notice and specific reasons, the opportunity for a conference, as set forth in paragraph A above, and is in the area of certification in which the involuntary transfer occurs. All involuntary transfers and reassignments shall be made prior to the end of the school year and bargaining unit members involuntarily transferred shall be granted five (5) days pay at his/her per diem rate to prepare the transfer.
- 10.04 An involuntary transfer shall be defined as a transfer by the Superintendent without the teacher's request to change in any or all the following: a different grade level, building, or subject(s) taught. Building level changes in assignment due to declining enrollment or the elimination of a course offering shall not be considered an involuntary transfer.
- 10.05 The Board declares its general support of a policy of filling vacancies from within its own teaching staff provided, however, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by actively seeking candidates from outside the District.

## ARTICLE 11

### COMPLAINTS AGAINST MEMBERS OF THE TEACHING STAFF

- 11.01 Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between teacher, pupil, parent, principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below.
- 11.02 Except in extreme cases when the safety of students or personnel is being endangered, and, for that reason the Superintendent considers immediate action necessary, the following procedures will be followed:
- A. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to the complaint.
  - B. If it is not resolved at this level, it may be appealed by the Superintendent.
  - C. If it is still unresolved at that level, it may be appealed to the Board.
- 11.03 In each of the steps above, the teacher may request and shall be informed of contemplation action at steps B and C and be accompanied by counsel and/or representative of his choosing, at his or her own expense. At step A the teacher shall be accompanied upon request by a representative who shall be a teacher employed by the Board of Education. Conferences regarding such complaints shall be private.
- 11.04 At no time and under no circumstances shall a teacher's confidential personnel file be opened to the public or any part of the contents thereof be revealed, conveyed, or in any manner transmitted, directly or indirectly, to the public or members of the news media by the Board or the Administrative staff, or their agents, unless a public records request is made.
- In the event a request complying with Ohio Revised code is made the following procedure will be followed:
- 1. The teacher will be notified immediately that a request has been made.

2. When permissible the teacher will be notified and may be present or the Superintendent will ask to remain while the requested documents are reviewed.

## ARTICLE 12

### EVALUATION

- 12.01 It is realized by the Association and the Board of Education that teacher evaluations are the responsibility of the Building Principal and the Superintendent. It is also recognized that the best evaluation results through cooperative efforts of the teachers and administrators; therefore, teachers will be asked to do at least one self-evaluation annually.

A committee appointed jointly by the WCLEA President and Superintendent will meet and review the current Law (H.B.153 and others as necessary). This committee will look at the Ohio Department of Education's proposals on evaluations and devise an instrument complying with ORC. The proposed new Evaluation Instrument and RIF procedure will be approved by the committee, the WCLEA and The Board of Education at which point it will become part of the Master agreement.

The new evaluation instrument will become effective for use during the 2013-2014 school year. The current instrument will be used during the 2012-2013 school year.

- 12.02 The Board and the Association agree that the following evaluation and appraisal procedure will be utilized during the life of this agreement. The content of the evaluation is not grievable; however, a staff member may grieve a violation of the evaluation procedure.
- 12.03 Within the month of September, the Administrator shall conduct an orientation session regarding the evaluation and appraisal process. At this time the evaluation instrument will be discussed and distributed.
- 12.04
- A. All teachers will be evaluated a minimum of one time per year.
  - B. First year teachers in Wolf Creek Schools shall be evaluated a minimum of two times per year.

- C. Limited contract teachers shall be evaluated a minimum of two (2) times the last year of contract.
  - D. In all cases where a teacher is to be evaluated two (2) times in one year, the first (1<sup>st</sup>) evaluation will be completed prior to the end of the the first (1<sup>st</sup>) semester.
- 12.05 The evaluation consists of a written evaluation discussed in a conference, with the teacher using the instrument in 12.03. It is agreed that the Principal, in order to make a formal evaluation will visit the classrooms. These visits will be as often as the Principal deems necessary. The Superintendent may also make classroom visits for purpose of follow-up evaluations at the request of the teacher or the Principal.
- 12.06 Upon completion of the appraisal form and the conference, both teacher and Principal will sign the form indicating the conference has taken place. copies are then given to teacher, Principal, and Superintendent to be placed in the teacher's personnel file.

### ARTICLE 13

#### PROFESSIONAL GROWTH STIPEND

- 13.01 The Wolf Creek Local Board of Education shall allocate twenty thousand dollars (\$20,000.00) per school year to reimburse certified/licensed employees for courses taken. Ten thousand dollars (\$10,000.00) of these will be for the purpose of assistance in attaining work towards becoming licensed to teach Dual Enrollment Courses. These courses, once the approval for reimbursement is made from the superintendent, will be reimbursed at a rate of 100% for course work (Teachers must have a minimum of five (5) years of teaching in the Wolf Creek District to be eligible for this money). To prevent over expenditure of the total amount the number of approved may be capped annually.

An additional ten thousand dollars (\$10,000.00) is provided for all course work taken which is directly related to the area of the requested teacher's licensure, as determined by the Superintendent. If this ten thousand dollars (\$10,000.00) is surpassed, then the amount will be distributed evenly to all of those who have approval.

- 13.02 Payment will be made to the staff member after presenting a grade of B- or better when taking a graduate class, or if a pass/fail course, receiving a

“passing” grade to be eligible for reimbursement. A grade of “C” or better is acceptable for reimbursement if the course is an undergraduate level offering. A paid fee receipt from the college or university must be presented to receive payment.

- 13.03 Applications for all tuition reimbursement must be submitted to the Superintendent by September 15.

## ARTICLE 14

### SEVERANCE PAY

- 14.01 The Board of Education shall grant severance pay to each retiring teacher. Retirement shall be defined as actual retirement from the Ohio State Teachers Retirement System and have officially applied and have been approved by the System for retirement benefits.
- 14.02 The retiree shall be paid a benefit calculation of one fourth of their accumulated sick leave computed at the actual rate of pay earned for a day’s work, excluding extended service or pay for additional duties to a maximum as follows:
- A. A teacher having ten years of service with the state, or any political subdivision thereof --30 days.
  - B. A teacher having fifteen or more years of service in the Wolf Creek School District--35 days.
  - C. A teacher having twenty or more years of service in the Wolf Creek Local School District—45 days.
  - D. A teacher having twenty-five (25) or more years of service in the Wolf Creek Local School District--50 days
  - E. A teacher having thirty (30) or more years of service in the Wolf Creek Local School District sixty (60) days.
- 14.03 Teachers having twenty,twenty-five or thirty (20, 25, or 30) years of service or more in the Wolf Creek Local School District will have in addition to

the above per diem pay (14.02 C., D, and E.) forty-five, fifty, and 60 days subtracted from their total accumulated sick leave (examples:  $215-60=155$  divided by 2 =  $77.5 \times \$85.00 = \$6,587.50$ ; and  $215-50=165$  divided by 2 =  $82.5 \times \$85.00 = \$7,012.50$  or  $215-45= 170$  divided by 2 =  $85 \times \$85.00 = 7,225.00$  (that figure shall be multiplied by a fixed figure of \$85.00).

## ARTICLE 15

### PAYROLL DEDUCTIONS

15.01 The Board of Education shall provide payroll deduction options to all members of the teaching staff provided that two or more teachers have requested a deduction from this same organization company.

#### A. Professional Dues

1. Deductions are to be made as determined by Treasurer and Association, in accordance with the school accounting system.
2. By the tenth of the month following the deduction, the Treasurer of the Board shall deliver said deductions to the Treasurer of the Association.

All deductions shall be paid to the designated account before the next pay period.

## ARTICLE 16

### PAY PERIODS

16.01 Teacher's pay shall be divided into equal pay periods. Payday shall be every other week.

## ARTICLE 17

### SALARY OF CERTIFICATED EMPLOYEES

17.01 The Board agrees that the B.S./B.A. base salary for the school years 2012-2013, 2013-2014 for teachers carrying the low deductible with RX card will be as follows:

2012-2013 - \$30,091.52

2013-2014 - \$30,241.97

The salary for teachers carrying the HSA high deductible without the RX card will be as follows:

2012-2013 - \$30,540.65

2013-2014 - \$31,151.46

17.02 See appendix A for Index Schedule

Master Plus 15 – It is understood that to attain this Masters + 15 level pay on the Salary Schedule ten (10) years of completed service in the Wolf Creek Local School District must be completed. Additionally, the fifteen (15) Semester Hours (or the equivalent) must be taken after the Master Degree is conferred.

## ARTICLE 18

### INSURANCE PROGRAMS

18.01 HOSPITALIZATION AND MAJOR MEDICAL The Board will pay ninety percent (90%) of family or single hospitalization, surgical, and major medical insurance. In the event that the Board desires changing the carriers on the insurances, the Wolf Creek Local Education Association shall be included in the selection process. The Board and the Association shall mutually agree on a new carrier. This consent enables either party to request for the insurance to be reviewed each year, but does not constitute the opening of contract negotiations.

18.02 DENTAL PROTECTION The Board will continue the present level of protection for all certified personnel. The Board will pay ninety percent (90%) of the premium.

18.03 The Board will pay ninety percent (90%) of the premium on a pharmaceutical card. This card shall be turned into the Superintendent on the last day an employee works if he/she terminates his/her employment during the regular school year. If the employment is terminated at the end of the year the employee must turn in the card by June 30<sup>th</sup>.

18.04 The Board will provide \$25,000.00 Life Insurance policy for each member of the certified staff, at Board expense. If allowed by the Company, the employee can buy more term insurance at the same (current) rate from the carrier and pay the cost themselves by payroll deduction.

18.05 In the case of husband and wife employees, the Board will pay 100% of stated premiums.

- 18.06 A section 125 tax reduction for employee portion of Insurance Premium shall apply.
- 18.07 Any bargaining unit member who provides proof of coverage under any other Insurance Plan shall be eligible to waive coverage under the Board's Group Plan annually by September 30. If they so waive they will receive an annual payment of four thousand (\$4,000.00) dollars. The payment will be made on the last payroll period in June of each year provided the employee had remained off the Board's Group Plan the entire year. Members of the same household with both employed by the Board shall not be eligible to participate.

## ARTICLE 19

### INDIVIDUAL CONTRACT SUPPLEMENTAL

- 19.01 All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. The extra pay for additional duties and extended service is included in the following scale. All increments are figured on the current .5% base salary and reflect the number of years of experience in this district.
- 19.02 Supplemental Contracts are for one year only and should be deemed as automatically non-renewed at the close of each school year without further action by the Board of Education.

See Appendix B for index of supplemental contracts.

## ARTICLE 20

### TRANSPORTATION

- 20.01 Neither the Board nor any administrator shall require any certified employee to use his/her personal vehicle to transport students.
- 20.02 The Board will pay WCLEA members the rate as approved in board policy for all employees per mile for any travel approved by the Superintendent for travel (beyond back and forth to school) required by job description.

## ARTICLE 21

### JURY DUTY

- 21.01 When it becomes necessary for a teacher to serve on jury duty, the teacher shall be paid the difference between jury pay and regular pay. This is not to be deducted from any other type of leave.

## ARTICLE 22

### SEVERABILITY

- 22.01 In the event there is a conflict between a provision of this contract and ORC 4117.10 (a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10 (a) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Contract which are not in conflict with ORC 4117.01 (a) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.
- 22.02 If, during the term of this Contract, there is a change in ORC 4117.10 (a) or 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 provision within sixty (60) days by demand of either party.
- 22.03 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 of Education 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 sixty (60) days by demand of either party.

## ARTICLE 23

### DISCIPLINE OF PROFESSIONAL STAFF

23.01 The Board of Education agrees and understands that each professional staff person shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any discipline meeting. A discipline is defined here as a severe or formal reproof or censure, notification of which has been submitted in writing. If a certified employee is requested to meet with more than one member of the supervisory staff and he feels that such a meeting would be detrimental to his employment, he/she shall have the right to secure representation. The meeting may be with the Principal, immediate supervisor, Superintendent, or Board of Education. Such employee may request that he/she be accompanied by a member of the Association or any representation the employee deems necessary. The aforementioned agreement does not preclude the presence of legal counsel if the employee feels the discipline is severe in nature.

23.02

#### A. VIOLATIONS

The parties agree that the following examples are illustrations to be utilized as guidelines for the imposition of discipline. All violations shall be identified as a minor or major offense and so identified at the time of the occurrence.

If sanctions are taken, the staff member shall be notified in writing that the progressive discipline procedures are being utilized.

Written notice shall coincide with the imposed sanction. A copy of the written notice shall be signed by both parties and placed in the official personnel file. If the staff member refuses to sign the document, a copy shall be given to the President of the WCLEA. Examples include, but are not limited to, the following:

#### MINOR

1. Tardiness when reporting to work;
2. Leaving school premises during the day without notifying office personnel;
3. Failure to provide adequate lesson plans and class lists for substitute teachers;
4. Leaving class or assigned duty unattended without notifying office personnel;
5. Unauthorized early departure;

6. Failure to prepare lesson plans that reflect the adopted course of study;
7. Minor use of inappropriate conduct or language, including improper discipline of a student.

**MAJOR**

1. Major use of inappropriate conduct or language, including improper discipline of a student;
2. Unauthorized Absences – Absence from assigned work which is not authorized by the immediate supervisor or Superintendent;
3. Knowingly falsifying school and/or student records;
4. Negligent Supervision – Negligent acts or omissions of the employee while in the course of regular school duties;
5. Failure to improve upon identified areas of inefficiency as measured by the evaluation instrument and as constructively aided and monitored by the building principal;
6. Gross immorality;
7. Use of abuse of illegal drugs and/or alcohol during the school day or being under the influence of such while performing school duties.

**B. SANCTIONS**

The following sanctions shall be imposed for violation of the major and minor offenses. Minor infractions will commence at either the oral counseling or the verbal warning level. Major infractions will commence with either a written reprimand of nonrenewal/termination, depending upon the severity of the infraction. Written reprimand, involuntary leave of absence and nonrenewal/termination shall be for just cause.

- MINOR**
- 1<sup>st</sup> offense – Oral Counseling
  - 2<sup>nd</sup> offense – Verbal Warning
  - 3<sup>rd</sup> offense – Written Warning

- MAJOR**
- Written Reprimand
  - Involuntary Leave of Absence without pay. Such leave not to exceed forty-five (45) contract days for any one violation of major offense.
  - Nonrenewal/Termination

C. PERSONNEL FILES

All material pertaining to oral counseling, verbal warnings, written warnings, written reprimands, or involuntary leave will be removed from the employee's personnel file three (3) years from the date of issuance if no additional offenses occur.

ARTICLE 24

PERSONNEL FILES

- 24.01 Any information being added to an employee's personnel file will require the notification of said employee. If the employee disputes the accuracy, relevancy, timeliness, or completeness of information on him/her maintained in said file, he/she may request the Superintendent to investigate the current status of the information within a reasonable time of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information applies with the provision of law. Said employee shall have the right to add rebuttal or request a hearing with the Superintendent on any material in his/her personnel file that he deems incorrect or incomplete.
- 24.02 Any employee will have full and complete access to his/her own file in the presence of an administrator.

ARTICLE 25

LESSON PLANS

- 25.01 Daily lesson plans prepared by each member will be kept in the member's classroom and will be available upon request by the building administrator. Lesson plans will be considered appropriate when they reflect the State of Ohio's Academic Content Standard's. Where applicable in the absence of Standards Courses of Study will be used.

ARTICLE 26

STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

- 26.01 The Board of Education of the Wolf Creek Local School District herewith agrees with the Wolf Creek Local Education Association to pick-up

utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to be “picked-up” on behalf of each employee shall be 9.25 percent (9.25%) or any statutory increases therein of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced by the Board for the purpose of State and Federal tax only.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS, or the retirement system change making this procedure unworkable, the parties agree to return, without penalty to the former method of employee/employer contributions. Payment for all paid leaves: sick leave, personal leave, severance, and supplemental including unemployment and worker’s compensation shall be based on the employee’s daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in a teacher’s contract).

## ARTICLE 27

### DURATION

27.01

- A. This contract shall be effective as of July 1, 2012, and shall remain in full force until June 30, 2015 with a re-opener in the 2014-2015 year for salary and benefits.
- B. At the end of the third year, no earlier than 120 calendar days prior to June 30<sup>th</sup>, either party may give written notification to the other of intent to modify or amend this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two calendar weeks upon receiving notice of intent.

APPENDIX A - .5% Increase

2012-2013  
PRESENT BASE \$30,092

LEVEL	BA	SALARY	150 HRS	SALARY	MASTERS	SALARY	MAS + 15	SALARY
0	1.00000	\$30,092	1.04374	\$31,408	1.10956	\$33,389	1.15809	\$34,849
1	1.04374	\$31,408	1.09238	\$32,872	1.16293	\$34,995	1.21712	\$36,626
2	1.08748	\$32,724	1.14102	\$34,336	1.21630	\$36,601	1.27618	\$38,403
3	1.13122	\$34,041	1.18966	\$35,799	1.26967	\$38,207	1.33526	\$40,181
4	1.17496	\$35,357	1.23830	\$37,263	1.32304	\$39,813	1.39436	\$41,959
5	1.21870	\$36,673	1.28694	\$38,727	1.37641	\$41,419	1.45348	\$43,738
6	1.26244	\$37,989	1.33558	\$40,190	1.42978	\$43,025	1.51261	\$45,517
7	1.30618	\$39,306	1.38422	\$41,654	1.48315	\$44,631	1.57176	\$47,297
8	1.34992	\$40,622	1.43286	\$43,118	1.53652	\$46,237	1.63092	\$49,078
9	1.39750	\$42,054	1.48250	\$44,611	1.58500	\$47,696	1.68140	\$50,597
10	1.44500	\$43,483	1.53500	\$46,191	1.64500	\$49,501	1.74746	\$52,585
11	1.49250	\$44,912	1.58750	\$47,771	1.70500	\$51,307	1.81353	\$54,573
12	1.54000	\$46,342	1.64000	\$49,351	1.76500	\$53,112	1.87961	\$56,561
20	1.58750	\$47,771	1.69250	\$50,931	1.82500	\$54,918	1.94571	\$58,550
27	1.65610	\$49,835	1.77334	\$53,363	1.91011	\$57,479	2.04533	\$61,548

2013-2014 BASE \$30,242

LEVEL	BA	SALARY	150 HRS	SALARY	MASTERS	SALARY	MAS + 15	SALARY
0	1.00000	\$30,242	1.04374	\$31,565	1.10956	\$33,555	1.15809	\$35,023
1	1.04374	\$31,565	1.09238	\$33,036	1.16293	\$35,169	1.21712	\$36,808
2	1.08748	\$32,888	1.14102	\$34,507	1.21630	\$36,783	1.27618	\$38,594
3	1.13122	\$34,210	1.18966	\$35,978	1.26967	\$38,397	1.33526	\$40,381
4	1.17496	\$35,533	1.23830	\$37,449	1.32304	\$40,011	1.39436	\$42,168
5	1.21870	\$36,856	1.28694	\$38,920	1.37641	\$41,625	1.45348	\$43,956
6	1.26244	\$38,179	1.33558	\$40,391	1.42978	\$43,239	1.51261	\$45,744
7	1.30618	\$39,501	1.38422	\$41,862	1.48315	\$44,853	1.57176	\$47,533
8	1.34992	\$40,824	1.43286	\$43,333	1.53652	\$46,467	1.63092	\$49,322
9	1.39750	\$42,263	1.48250	\$44,834	1.58500	\$47,934	1.68140	\$50,849
10	1.44500	\$43,700	1.53500	\$46,421	1.64500	\$49,748	1.74746	\$52,847
11	1.49250	\$45,136	1.58750	\$48,009	1.70500	\$51,563	1.81353	\$54,845
12	1.54000	\$46,573	1.64000	\$49,597	1.76500	\$53,377	1.87961	\$56,843
20	1.58750	\$48,009	1.69250	\$51,185	1.82500	\$55,192	1.94571	\$58,842
27	1.65610	\$50,084	1.77334	\$53,629	1.91011	\$57,766	2.04533	\$61,855

WOLF CREEK LOCAL SCHOOL DISTRICT

APPENDIX A - 2% Increase

2012-2013  
PRESENT BASE \$30,541

LEVEL	BA	SALARY	150 HRS	SALARY	MASTERS	SALARY	MAS + 15	SALARY
0	1.00000	\$30,541	1.04374	\$31,877	1.10956	\$33,887	1.15809	\$35,369
1	1.04374	\$31,877	1.09238	\$33,362	1.16293	\$35,517	1.21712	\$37,172
2	1.08748	\$33,213	1.14102	\$34,848	1.21630	\$37,147	1.27618	\$38,976
3	1.13122	\$34,549	1.18966	\$36,333	1.26967	\$38,777	1.33526	\$40,780
4	1.17496	\$35,884	1.23830	\$37,819	1.32304	\$40,407	1.39436	\$42,585
5	1.21870	\$37,220	1.28694	\$39,304	1.37641	\$42,037	1.45348	\$44,391
6	1.26244	\$38,556	1.33558	\$40,790	1.42978	\$43,667	1.51261	\$46,197
7	1.30618	\$39,892	1.38422	\$42,275	1.48315	\$45,297	1.57176	\$48,003
8	1.34992	\$41,228	1.43286	\$43,761	1.53652	\$46,927	1.63092	\$49,810
9	1.39750	\$42,681	1.48250	\$45,277	1.58500	\$48,407	1.68140	\$51,352
10	1.44500	\$44,132	1.53500	\$46,880	1.64500	\$50,240	1.74746	\$53,369
11	1.49250	\$45,582	1.58750	\$48,484	1.70500	\$52,072	1.81353	\$55,387
12	1.54000	\$47,033	1.64000	\$50,087	1.76500	\$53,905	1.87961	\$57,405
20	1.58750	\$48,484	1.69250	\$51,691	1.82500	\$55,737	1.94571	\$59,424
27	1.65610	\$50,579	1.77334	\$54,160	1.91011	\$58,337	2.04533	\$62,466

2013-2014 BASE \$31,152

LEVEL	BA	SALARY	150 HRS	SALARY	MASTERS	SALARY	MAS + 15	SALARY
0	1.00000	\$31,152	1.04374	\$32,515	1.10956	\$34,565	1.15809	\$36,077
1	1.04374	\$32,515	1.09238	\$34,030	1.16293	\$36,228	1.21712	\$37,916
2	1.08748	\$33,877	1.14102	\$35,545	1.21630	\$37,890	1.27618	\$39,756
3	1.13122	\$35,240	1.18966	\$37,060	1.26967	\$39,553	1.33526	\$41,596
4	1.17496	\$36,602	1.23830	\$38,576	1.32304	\$41,215	1.39436	\$43,437
5	1.21870	\$37,965	1.28694	\$40,091	1.37641	\$42,878	1.45348	\$45,279
6	1.26244	\$39,328	1.33558	\$41,606	1.42978	\$44,541	1.51261	\$47,121
7	1.30618	\$40,690	1.38422	\$43,121	1.48315	\$46,203	1.57176	\$48,963
8	1.34992	\$42,053	1.43286	\$44,636	1.53652	\$47,866	1.63092	\$50,806
9	1.39750	\$43,535	1.48250	\$46,183	1.58500	\$49,376	1.68140	\$52,379
10	1.44500	\$45,015	1.53500	\$47,818	1.64500	\$51,245	1.74746	\$54,437
11	1.49250	\$46,494	1.58750	\$49,454	1.70500	\$53,114	1.81353	\$56,495
12	1.54000	\$47,974	1.64000	\$51,089	1.76500	\$54,983	1.87961	\$58,554
20	1.58750	\$49,454	1.69250	\$52,725	1.82500	\$56,852	1.94571	\$60,613
27	1.65610	\$51,591	1.77334	\$55,243	1.91011	\$59,504	2.04533	\$63,716

Appendix B, which is to be removed during the re-opener of the 2014-2015 year

Also during the 2012-2013 and again during the 2013-2014 year the teachers will receive 2% of the 2011-2012 salaries payable twice annually (Half in November and half in May). This is for all teachers in both insurance tiers.

This information is not to be considered as part of the contract but is to be for clarification purposes only:

\* The .5% increase onto the base (\$30,092.00 & \$30,242.00 each of the next two years (2012-2013 & 2013-2014) for all teachers that remain with the low deductible (\$200/\$400 Rx Plan).

- A 2% on the base (\$30,541.00 & \$31,152.00) for all teachers that move to high deductible The Health Saving Account (\$2500/\$5000 no Rx plan).
- Changing to the HSA must be done in writing by September 1, 2012.
- Once you sign or opt out of the Low Deductible plan to the HSA you cannot go back (a one time exception can be made in the event of spousal layoff but all accumulated opt out money must be reimbursed prior to being eligible for the lower deductible Rx plan).
- The HSA insured teachers have \$2500.00 added to their HSA during the 2012-2013 year and \$1000.00 added during the 2013-2014 year.
- All health insurance premiums are the same as per the Master Agreement (currently 90% board paid premium and 10% employee paid).
- Medical Employee Reimburse Plan (MERP) is eliminated as of August 1, 2012.

ARTICLE 28

CONTRACT PRINTING

28.01 The Board will furnish locally produced copies of the contract entered into the 15th day of August, 2012.

FOR THE BOARD:

\_\_\_\_\_  
Rachel D. Miller

\_\_\_\_\_  
Bob Whelf

\_\_\_\_\_  
Neil D. Hutch

\_\_\_\_\_  
Joe Campbell

\_\_\_\_\_  
Roger Deak

\_\_\_\_\_  
Hugh A. Arnold

\_\_\_\_\_  
Sam Yeans

FOR THE ASSOCIATION:

\_\_\_\_\_  
Kerley J. Schuendeman

\_\_\_\_\_  
Suellen O. Colen

\_\_\_\_\_  
Amy D. French

\_\_\_\_\_  
Thomas M. French