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**MASTER
AGREEMENT**

between the

West Branch Board of Education

and the

West Branch Education Association

Effective Dates

July 1, 2012 - June 30, 2014

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	RECOGNITION	
A.	Statement of Recognition	1
B.	Definition of Bargaining Unit	1
C.	Definitions	2
D.	Association Rights	3
ARTICLE II	NEGOTIATIONS PROCEDURE	
A.	Initiation of Negotiations	6
B.	Scope of Negotiations	6
C.	Meetings	6
D.	Agreement	8
E.	Dispute Settlement Procedure	8
F.	School Board Authority	8
G.	No Reprisals	9
ARTICLE III	GRIEVANCE POLICY AND PROCEDURE	
A.	General	9
B.	Definitions	9
C.	Procedure	9
D.	Expedition of Grievances	11
E.	Record Keeping	11
F.	Rights to Representation	11
ARTICLE IV	LEAVES	
A.	Sick Leave	12
B.	Sick Leave Bank	13
C.	Personal Leave	15
D.	Professional Leave	16
E.	Special Assignment of Personnel	18
F.	Jury Duty	19
G.	Leave of Absence Without Pay	19
H.	Sabbatical Leave	20
I.	Assault Leave	21
J.	Family Medical Leave Act	21
ARTICLE V	RIGHTS AND RESPONSIBILITIES	
A.	When Substitutes Are Needed	21
B.	In-Service Training	22
C.	Parent-Teacher Conferences	22
D.	School Day	22
E.	Duties and Miscellaneous Rules for Teachers	24
F.	Personnel Files	25
G.	Teacher Evaluation	25
H.	Posting of Vacancies	27
I.	Assignment and Transfer	28
J.	Reduction in Force	28
K.	Teacher Dress Code	30
L.	Continuing Contracts	31
M.	Certification/Licensure	32
N.	Local Professional Development Committee	32
O.	Work Assignments	32

P.	Parental Complaint Procedure Concerning a Bargaining Unit Member	33
Q.	Fair Dismissal	34
R.	Concordance Between the West Branch Education Association and the West Branch Board of Education	34
ARTICLE VI SALARY		
A.	Salary Schedule Placement	34
B.	Mileage Reimbursement	35
C.	Pay Schedule	35
D.	Deductions	35
E.	Salary Schedules	36
F.	Limited Contracts	37
G.	Supplemental Contracts	38
H.	Severance Pay	40
I.	Insurance	41
J.	Worker's Compensation	44
K.	Complimentary Pass/Ticket Policy	44
L.	STRS	44
M.	Attendance Incentive	45
N.	Bargaining Unit Members Children Attend Tuition-Free	45
O.	College Tuition Reimbursement	45
ARTICLE VII WORKING CONDITIONS		
A.	Notice of Student Disability	46
B.	Duties	46
C.	Assignment of Aides	47
D.	Access	47
E.	Master Key Fob	48
F.	Class Size	48
G.	Equipment for Curriculum	48
H.	Intra-building Delivery	48
I.	Inventory of Supplies	48
J.	Split Classes	48
K.	Notice of Assembly	48
L.	Equitable Access for Extra-Curriculars	49
M.	Input on Decisions	49
N.	Ohio Teacher Residency Program	49
O.	Criminal Background Check	50
ARTICLE VIII BARGAINING UNIT MEMBER DISCIPLINE		
A.	Steps for Bargaining Unit Member Discipline	50
B.	Areas of Discipline	51
C.	Definition of Due Process	51
D.	Purge of Files	51
E.	Oral Reprimand Procedure	51
F.	Written Reprimand Procedure	51
G.	Suspension	52
H.	Reservation of the Right to Terminate	52

ARTICLE IX EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

A-M	Inclusive of all terms	52
ARTICLE X	EFFECTS OF THE CONTRACT	
A.	Severability	54
B.	Non- Discrimination	54
C.	No Reprisals	54
D.	Present Policies and Practices	54
E.	Negotiation of Successor Contract	55
F.	Consolidation or Transfer of the District	55
G.	Printing Master Agreement	55
H.	Duration	55

APPENDICES

A.	Professional Leave Report	
B.	Student Accident Report	
C.	Employee Accident Report	
D.	Observation Form	
E.	Pre-Conference Report	
F.	Evaluation	F-1 Teacher
		F-2 Guidance
		F-3 District Librarian/Media
		F-4 Speech-Language
		F-5 School Nurse
		F-6 Athletic Coaches
G.	Salary Schedules	
H.	Insurance Contributions	

ARTICLE I. RECOGNITION

A. Statement of Recognition

The West Branch Board of Education, hereinafter referred to as the Board, recognizes the West Branch Education Association, an affiliate of the National Education Association/Ohio Education Association, hereinafter referred to as the Association, as the sole and exclusive representative for all professional, certified bargaining unit members of the Board.

B. Definition of Bargaining Unit

1. Inclusion

As used in this Agreement, the terms "Bargaining Unit Member," "Teacher," "Staff Member," and "Bargaining Unit" shall include all professional, certified licensed personnel employed by the Board, excluding the Superintendent of Schools, all administrators, and all supervisors and other employees with supervisory responsibilities, and excluding substitute teachers until placement on the salary schedule, except for specifically designated "long-term substitutes" who shall become members of the bargaining unit upon assignment to long-term substitute teaching positions. Long-term substitutes will continue to be paid at the substitute rate for the first 60 days of employment. A supervisory employee shall be defined as an employee who has the power to hire, to discharge, to adjust grievances, to evaluate bargaining unit members relative to the performance of their professional duties during the regular school day, or to make recommendations in such matters.

2. Full Time Defined

Full-time bargaining unit member -- a bargaining unit member regularly scheduled to work 37½ hours per work week.

3. Part-time Defined

Part-time bargaining unit member -- a bargaining unit member regularly scheduled to work fewer than 37½ hours per work week.

4. Tutors Defined

Tutors employed on an hourly basis for twenty-five (25) or more hours per week in Federally funded positions are included in the bargaining unit represented by the Association and are entitled to limited rights and benefits of this negotiated agreement. Tutors' contractual rights are limited to the following: compensation (specifically, tutor hourly rate in Article VI. of this agreement); renewable one-year employment contracts that automatically expire without notice of non-renewal; access to the grievance procedure; entitlement to sick leave and sick leave accumulation; assault leave; childrearing leave; family medical leave; personal leave; unpaid leaves of absence; severance pay upon qualification for service retirement under rules promulgated by STRS; and mileage reimbursement. Tutors are not eligible for insurance fringe benefits but may participate in the

District insurance program if they pay the full cost to the Board for such coverage, in advance, on a monthly basis. Tutors shall not replace classroom teachers in the event of a reduction in force. The contractual benefits applicable to tutors are intended to entirely replace and supercede the employment provisions provided under Ohio law, including, but not limited to, R.C. §§3319.08, 3319.11 and 3319.111.

Bargaining unit members who are employed in federally funded positions as of the date this Agreement is ratified, shall not be negatively impacted by the forgoing provision and shall not be involuntarily transferred from such position so long as he/she is employed by the West Branch Local Schools.

C. Definitions

1. Bargaining unit member: Any bargaining unit member in the bargaining unit defined in Section B, Article I.
2. Day: A calendar day unless specified a work day.
3. Workday: A day on which a bargaining unit member is scheduled to report to work.
4. Holidays: Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, Labor Day.
5. Superintendent: The Superintendent of the West Branch Local School District and/or his/her designated representative.
6. WBEA: The West Branch Education Association.
7. Board: The Board of Education of the West Branch Local School District.
8. Bargaining Unit Work: That work which is assigned to any bargaining unit member which is included in the job description.
9. Emergency: Any sudden or unforeseen situation requiring immediate attention.
10. Seniority:
 - a. Seniority shall mean the length of continuous service in any bargaining unit position. A bargaining unit member's seniority shall not be broken by time spent on an approved leave of absence, except that such leaves shall not be counted as years of service. A bargaining unit member's seniority shall be broken upon retirement, resignation, non-renewal of a limited contract, and discharge for justifiable reasons as per R.C. 3319.16.
 - b. Seniority for part-time bargaining unit members who render service during the 7½ hour day shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by 7½ and then by 184.

- c. Service rendered beyond the normal year shall not be considered toward accumulated seniority.
- d. In the event that two bargaining unit members having the same contract status have the same number of years of continuous service, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their employment. If a tie still exists, seniority is determined by the to the bargaining unit member whose name appears first in the official Board minutes of the meeting where both bargaining unit members were hired.
- e. The Board of Education shall prepare and post on bulletin boards in or near the faculty work area in each building, a seniority list, indicating the date of hire as a regular bargaining unit member, first day worked, areas of certification as shown by certificates on file with the Central Office, and years of seniority to the last full year completed through June 30. Bargaining unit members on reductions in force must file any changes in their areas of certification by July 10 of each year. Subsequent posting shall be annually by November 1 with only an addendum to reflect bargaining unit member and bargaining unit member certification changes at beginning of second semester.
- f. The president of the recognized bargaining unit shall be provided a copy of the seniority list and the revised list prior to posting.
- g. Each bargaining unit member shall have a period of thirty (30) days after the posting of the seniority list or the revised, updated list, to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty days of the posting of the seniority list, and the list is considered as final until the next posting. The Board or its designee shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the corrected list immediately.
- h. Just Cause: For purposes of termination, just cause shall be subject to the requirements of R.C. 3319.16.

D. Association Rights

- 1. The following procedure will be used for payroll deduction of dues.
 - a. Upon receipt of a bargaining unit member's written authorization on forms provided by the WBEA, the Board shall make the authorized deduction in twenty (20) equal amounts beginning with the first pay period in October. Authorization forms must be received by the Treasurer's office on or before Wednesday of the week preceding the first pay in October.
 - b. The deductions shall be remitted to WBEA when dues are collected. The remittance, at WBEA's option, may be made available for pickup at the

Board office by designated WBEA representative or sent to WBEA by U.S. mail.

- c. The deduction remittance shall be accompanied by a report showing the bargaining unit member's name, social security number, and amount of deduction.
- d. The WBEA shall give written notice to the Treasurer of any change in the amount of deduction at least fifteen (15) working days before such change is to be effective and following receipt of a revised authorization form from the bargaining unit member with the deduction.

2. Fees: The following procedure shall be used for payroll deduction of fair share fees.

- a. All bargaining unit members who are part of the bargaining unit and who enter into a contract with the Board, shall become a member of the Unified Teaching Profession or pay a fair share fee each year to the West Branch Education Association as a condition of employment.
- b. The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the bargaining unit member and its payment to the Association shall commence with the first paycheck received after January 15 of each year unless the Board Treasurer receives written notice from WBEA that a different date is legally required or that such bargaining unit member has elected to remit total payment to the WBEA by January 15. If the bargaining unit member defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by WBEA. Fair share fee deduction shall be automatic and does not require the written authorization of the bargaining unit member. The fee deductions shall be made on the same payroll days that the Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason.
- c. It shall be the responsibility of the Association to determine rebate procedures for non-members according to federal law and provisions of R.C. 4117.
- d. The Association agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of, or connected with the imposition, determination, or collection of fair share fees in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any suit, claim, or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceedings.
- e. The Association reserves the right to select the legal counsel. Any other legal services or costs unrelated to fair share shall be the responsibility of the Board.

3. Other Rights:
- a. the right to use a bulletin board in each building designated for notice to bargaining unit members.
 - b. the right to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal. Said approval shall not be unreasonably withheld.
 - c. the right to use the building public address system to make announcements subject to the prior approval of the building principal. Said approval shall not be unreasonably withheld.
 - d. the right to use school phones for conducting Association business. The Association shall assume the cost for any toll call necessitated by Association business.
 - e. the right to use individual school equipment including typewriters, reprographic equipment, computers, calculating machines, and all types of audio-visual equipment when such use does not interfere with any previously-scheduled utilization of the equipment.
 - f. the right to use a school building provided that advance notification has been provided to the building principal, and the Association use of the building does not interfere with any previously-scheduled utilization of the building.
 - g. the right to meet with member(s) of the bargaining unit during the school day without loss of pay as is necessary to discharge its obligation as bargaining unit member representative provided such representation occurs during non-instructional time or has been given prior approval by the Superintendent or his designated representative.
 - h. the right to represent Bargaining unit members at grievance hearings and to attend arbitration proceedings during the school day without loss of pay.
 - i. the right of the Association President to receive a copy of the agenda of each Board meeting in advance of the scheduled meeting. When school is not in session, the agenda shall be mailed. Said agenda shall include all attachments. The Association shall be placed on all Board agendas. The Association President will be notified of special meetings of the Board.
 - j. the right to receive address labels for all employed bargaining unit members.
 - k. the right to use the Board's regular daily intra/inter school mail.
 - l. the right of the Association President to receive a directory listing the names, addresses, phone numbers, and job assignments on record of all bargaining unit members of the Board.

- m. the right of the Association to receive a copy of the proposed regular school year calendar with the agenda of the meeting at which the regular school year calendar appears as an item.
 - n. the right of the Association President to have his/her conference period scheduled at a mutually agreeable time.
- 4. The Association will have the opportunity to submit to the Superintendent any suggestions for the following year's school calendar by February 1 preceding that year.
 - 5. The Association shall have the right to an official seat on any Board- or Administration-established committees which deal with the terms and conditions of employment and other concerns of bargaining unit members.

ARTICLE II. NEGOTIATIONS PROCEDURE

A. Initiation of Negotiations

1. Request for Meeting

A written request for negotiations may be submitted by either party no later than ninety (90) calendar days before the expiration of this Agreement. The parties shall meet within ten (10) work days of such request, unless the parties mutually agree to meet at a later date.

2. Negotiations Agenda

Not later than the first negotiation session, each Party shall present to the other written proposals of all items to be negotiated. After submission of the negotiations proposals, an item may be submitted for negotiation only upon mutual agreement of the Board and the Association.

B. Scope of Negotiations

The Board shall meet with the recognized bargaining representative for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours, and other terms and conditions of employment of the members of the Bargaining Unit and the continuation, modification, or deletion of an existing provision of this Master Agreement.

C. Meetings

Both Parties are obligated to conduct negotiations in good faith and to deal openly and fairly with each other on all matters being negotiated. Neither party shall be forced to make a concession.

1. Negotiation Teams

Representation shall be limited to a total of twelve (12) representatives. Six (6) representatives shall be designated by the Board, and six (6) representatives shall be designated by the Association. A spokesperson will be designated by each Party at the start of the negotiations.

2. Closed Sessions

Negotiations shall be in closed session.

3. Negotiations Data

The Board and the Superintendent agree to furnish the Association, upon request, all available information concerning financial resources of the District and such other information as will assist the Association in helping to develop intelligent, accurate, and constructive programs on behalf of teachers, the students, and the educational program. The Association agrees to furnish all available information on its proposals that will assist the Board or its designated administrative negotiators in helping to develop sound programs for the West Branch Schools.

4. Proposals and Counterproposals

All proposals and counterproposals will be presented in writing.

5. Caucuses

The spokesperson of either bargaining team may call for an independent caucus at any time.

6. Items of Agreement

As items are agreed to, a summary of these items agreed to shall be prepared and initialed by the spokesperson of each bargaining team. Such initialing shall not be construed as final agreement.

7. Scheduling Negotiations Meetings

Unless otherwise mutually agreed to, all negotiation sessions will be conducted outside of school hours. Prior to adjournment of each negotiating session, a time and place for the next session shall be agreed to by the bargaining teams.

8. News Releases

No news releases will be given during negotiations. Each party may, however, keep their respective constituencies advised.

D. Agreement

1. Tentative Agreement

When the Parties reach a contractual agreement, it shall be reduced to writing, signed by the appropriate officers, and presented jointly to the Board by the Superintendent and to the membership of the Association by the Negotiation Chairperson.

2. Ratification

The aforesaid contractual agreement shall be ratified within fourteen (14) days of the final meeting, first by the membership of the Association, followed by ratification by the Board at its next meeting.

E. Dispute Settlement Procedure

1. Impasse

If agreement is not reached within forty-five (45) days of the initial meeting, either party may request that the Federal Mediation and Conciliation Service (hereinafter FMCS) provide a mediator to assist the parties. The negotiating procedures set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in R.C. 4117.14 which statutory time limits and procedures are hereby mutually waived. Mediation constitutes the parties' mutually agreed-upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in R.C. 4117.14.

2. Mediation

The mediation process will be conducted at the times and places determined by the mediator after consultation with the parties and shall continue until the parties arrive at an agreement.

3. Strike

Nothing in this Contract shall waive the bargaining unit members' right to strike under R.C. 4117.14.

F. School Board Authority

The Board, under law, has the final responsibility of establishing policies for the District. The Board has complete authority over such policies and administration of the school system which it exercises under the provisions of Ohio law and the fulfilling of its responsibilities under this Agreement.

G. No Reprisals

No action to coerce or censor or penalize any negotiating participant shall be made or implied by either Party or their representatives.

ARTICLE III. GRIEVANCE POLICY AND PROCEDURE

A. General

1. Purpose

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Confidentiality shall be maintained at all levels of this procedure.

2. Expedition of Grievance Resolution

Since it is important that grievances be processed as rapidly as possible, the number of workdays indicated at each level are maximums and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the Parties.

3. Grievances Pending at the end of the School Year

Grievances which are not resolved prior to the end of the school year shall be processed as expeditiously as possible so as to avoid any undue hardship to the aggrieved person(s).

4. Delivery of Grievances

Forwarding of written grievances, notice of hearings, or disposition of grievances may be mailed or hand-delivered. When hand-delivered, the party receiving same shall sign and date the receipt. It shall be the responsibility of the aggrieved person or the responsible administrator to assume delivery of written notices within the specified time period.

B. Definitions

1. Grievance: A claim by a bargaining unit member or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

2. Aggrieved Person: A member of the bargaining unit or the Association who has a grievance.

C. Procedure

Grievances shall be resolved as follows:

1. Level One

An aggrieved person shall first discuss his/her grievance with the administrator who has the authority to resolve the grievance within forty (40) workdays of the occurrence with the objective of resolving the grievance informally. If either party requests the attendance of a representative at this meeting, the other party should be so informed in writing at least one (1) work day in advance as to provide ample opportunity for that party to arrange for representation.

2. Level Two

If the problem cannot be resolved informally at Level One, the grievance will be filed by the Association. The grievance will be presented in writing to the administrator. The administrator shall within five (5) workdays after receiving the grievance have a meeting with the parties involved. He/She shall have five (5) workdays from the meeting to issue a written reply to the grievance.

3. Level Three

If the written reply does not resolve the grievance to the satisfaction of the Association or if the timelines are not met, the grievance shall be processed to the Superintendent. If the written grievance is not referred to the Superintendent within five (5) workdays after the receipt of the initial reply of the building principal or administrative official involved in the particular grievance, the grievance shall be considered waived.

4. Level Four

The Superintendent or his/her representative shall, within ten (10) workdays after receipt of the grievance from the Association, meet with the Association and the aggrieved person and any witnesses deemed necessary by the parties involved. Within ten (10) workdays after such meeting, the Superintendent or his/her representative shall give to the Association a written disposition of the grievance.

5. Level Five

If the Superintendent's disposition does not resolve the grievance to the satisfaction of the Association, or if the timelines are not met, the Association shall, within fifteen (15) workdays after the answer is given, submit a request for arbitration to the Federal Mediation and Conciliation Service (FMCS). A copy of the request shall be provided to the Board.

The arbitrator shall be selected from a list supplied by the FMCS. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

6. Level Six - Arbitration

a. Authority of Arbitrator

The authority of the arbitrator shall involve the interpretation, application, or alleged violation of a specific provision(s) of the contract. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the contract or to arbitrate any matter not specifically provided by the contract.

The decision of the arbitrator shall be binding unless challenged in the courts. The decision of the arbitrator shall not preclude the Association or Board from filing suit in the appropriate court.

b. Costs of Arbitration

Each Party shall bear the full cost of its representation in the arbitration proceedings. The costs and expenses of the arbitrator and FMCS shall be shared equally between the Parties.

c. Transcripts

Should either Party desire a transcript of the proceedings, that Party shall bear the full cost for that transcript. Should both Parties request a transcript, then the cost for the transcripts shall be divided equally between the Parties.

D. Expedition of Grievances

If the Association and the Superintendent agree, Step 1, Step 2, and Step 3 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator above the principal supervisory level may be filed by the Association with the administrator who has the authority to resolve the grievance.

E. Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the bargaining unit member's personnel file and shall be confidential except as provided by law.

F. Rights to Representation

Both Parties shall have the right to participation of legal counsel beginning at Step 5. The grievant shall have the right to an Association representative at all levels beginning at Step 2, and the administrator may also choose another member of the staff.

ARTICLE IV. LEAVES

A. Sick Leave

1. Entitlement to Sick Leave

- a. Each full time bargaining unit member shall be entitled for each completed month of service to sick leave of one and one-fourth (1¼) school days with pay. Bargaining unit members may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other bargaining unit members, and to illness or death in the bargaining unit member's immediate family.
- b. Members of the bargaining unit member's immediate family shall include spouse, children, grandchildren, parents, siblings of self or spouse, and anyone living within the household excluding borders or renters. In the event of death, the definition shall extend to grandparents, uncles, aunts, and relatives-in-law.

2. Use of Sick Leave

Necessary forms requesting sick leave must be completed and turned in to the respective principal's office by the bargaining unit member on the first school day back on the job.

- a. A bargaining unit member's signature, along with the checking of the illness category on the "Employee's Affidavit of Absence" form, will be considered an affidavit that illness was the reason for the absence.
- b. One day of sick leave may be used to take part in a funeral of a deceased person outside of the immediate family.
- c. All medical and dental appointments, hospital and laboratory tests, x-ray, and diagnostic services shall be covered by sick leave.
- d. Any bargaining unit member absence exceeding five (5) consecutive days may require a doctor's excuse.
- e. A bargaining unit member absent for an extended period (two weeks or more) shall provide a doctor's authorization upon return to work.

3. Reporting Procedures for Sick Leave

The bargaining unit member shall call the principal at home before 10:00 p.m. if he/she expects to be absent the following day. When this is not possible, the bargaining unit member shall call not later than 6:00 a.m. except in an emergency situation, the next morning. A bargaining unit member not following this procedure will be deducted one day's pay. Teachers will notify the principal by 2:30 p.m. if returning to work before the previously agreed time.

4. Sick Leave Accumulation

Unused sick leave shall be cumulative to 255 days.

5. Sick Leave Accrual for Part-Time

- a. Sick leave for part-time bargaining unit members shall accrue at the rate applicable under R.C. Chapter 124, effective July 1, 2012.

B. Sick Leave Bank

1. Purpose

The purpose of the Sick Leave Bank is to provide paid days for extended serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged serious personal or family illness.

Use of days from the Sick Leave Bank will be limited to personal illness of the bargaining unit member, spouse, or the bargaining unit member's dependent children and/or parents. A doctor's statement, including a diagnosis and prognosis, is required with the application in order to be considered.

2. Establishment

Members may enroll in the Sick Leave Bank during the month of September of the initial year of the contract. New bargaining unit members have four (4) weeks to enroll after their first day of service.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

3. Length of Membership

Membership in the Sick Leave Bank shall be for the duration of this Agreement.

4. Sick Leave Bank Committee shall be composed as follows:
 - a. Three (3) representatives appointed by the Superintendent shall be on the committee.
 - b. Three (3) members appointed by the WBEA President shall be on the committee.
 - c. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the SBC).
 - d. The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.
 - e. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.
 - f. Decisions of the SBC are not grievable.

5. General Procedures
 - a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
 - b. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.
 - c. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
 - d. The maximum number of days that a person may use is twenty-five (25) days. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
 - e. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
 - f. Days may not be received from the Bank for absences due to disabilities which qualify the member for disability or Workers' Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

- g. The Sick Leave Bank Committee will vote, by secret ballot, on all applications for an allotment from the Sick Leave Bank. The committee must provide each applicant with a decision. A tie vote is not a decision.
- h. Whenever the total number of available days in the Sick Leave Bank falls below twenty five (25), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
- i. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

C. Personal Leave

1. Entitlement to Personal Leave

Each staff member shall be granted three (3) non-accumulative personal days per school year for responsibilities that cannot be assumed when school is not in session.

2. Personal Leave Requests

All days of personal leave shall require the approval of the Superintendent or his/her designee.

- a. Any personal leave request granted post facto shall be granted by the Superintendent in an emergency situation.
- b. Requests for approval of personal leave shall be made to the Superintendent at least seventy-two (72) hours prior to the requested day(s), except in the case of emergency.
- c. In case of emergency use of personal leave, the bargaining unit member shall contact the Superintendent in person or via phone for emergency approval.
- d. Personal leave may not be used in less than one-half day increments.

3. Reasons for Personal Leave

- a. Personal leave shall be granted for reasons of family obligation, legal, financial, or religious reasons without further explanation. Other reasons for personal leave shall require explanation.
- b. Requests for personal leave shall be limited as to use on a specific date by the following formula - High school (4), Middle School (4) Knox (3) and Damascus (3). The Superintendent shall approve or deny the requests under the blanket reasons on a first application for use basis. The Superintendent may increase at his/her discretion the number of people absent from a building in the event of an emergency.

4. Restrictions

Personal leave will not be granted by the Superintendent either the day before or day after a vacation or holiday; nor will it be granted the final two weeks of the school year or contract year, except in the case of dire emergency which will require direct consultation with the Superintendent. No extension of a holiday or vacation period can be made through the use of personal leave. A request for professional or personal leave will be denied if the leave is in collaboration with the other.

D. Professional Leave

1. Philosophy

The Board accepts the fact that attendance at an educational meeting has been universally accepted as beneficial to a school system and that the Board reserves the right to determine what is considered a professional meeting and who may attend by Board Resolution.

2. Meetings Involving the Entire Staff

All teaching personnel are required to attend Mahoning County educational meetings and meetings involving West Branch Local teachers if approved by the Superintendent and the Board. When necessary, school will be dismissed at an appropriate time for such meetings.

3. Guidelines

Professional days with pay may be granted by the Superintendent with Board approval. Such approval must be granted prior to a bargaining unit member's attendance at a professional meeting. Professional days shall also be approved by the building principal and arrangements must be made in advance and a satisfactory substitute must be available.

- a. Such request must be made at least two (2) weeks in advance to the building principal. Denial of request shall not be arbitrary or capricious.
- b. Only two (2) teachers from the West Branch System shall be approved for the same meeting. If more than two teachers request permission, it shall be granted on a rotating basis.
- c. Expenses for a bargaining unit member's attendance at an approved professional meeting as an appointed representative of the Board or by a Superintendent's assignment will be reimbursed to the bargaining unit member as follows by the Board:
 - (1) Lodging - actual cost not to exceed three (3) nights unless specifically approved by the Board.

- (2) Travel - mileage allowance shall be equal to the amount established by the IRS or actual cost of other best transportation. Any request to attend a meeting out of state must be submitted to the Board for approval at a regular Board meeting.
 - (3) Food – Up to Fifteen dollars (\$15.00) per day when receipt(s) are submitted to the Treasurer’s Office.
 - (4) Registration Fee - actual cost which can include membership fee to an organization. A predetermined registration fee may be paid in advance by the Board.
- d. Expenses for a bargaining unit member's attendance at an approved professional meeting, other than as an appointed representative of the district, will be subject to the following guidelines for reimbursement:
- Registration - up to one-hundred seventy-five dollars (\$175.00) per bargaining unit member per year of this contract will be reimbursed. A copy of the registration receipt must be presented to the Treasurer of the Board for reimbursement when paid by the individual.
- e. The Board will pay for the substitute teacher for the professional leave.
 - f. All personnel must first pay all costs of trips except registration out of their personal funds. Lodging receipts and registration receipts will be required for reimbursement. Reimbursement will be made by the Treasurer upon presentation of receipts for leave which have received prior Board approval.
 - g. When one is an official Association delegate to a professional meeting, the Board will pay only for the substitute teacher. The Association will provide Association delegate expenses.
 - h. The above policies will be adhered to only if funds are available.
 - i. Upon return from a professional development seminar and/or meeting attended on Superintendent's assignment leave, a brief report will be written within ten (10) days, on the form(s) (all in appendix) which will be attached to the approval. The report will be given to the principal.

4. Restrictions on Leave; Absences Not Covered

Teachers absent from school for causes not mentioned under personal leave, professional meetings, or sick leave, will not be approved by the Superintendent, nor will they be paid [salary plus twenty percent (20%) to cover the cost of benefits] by the Treasurer of the Board of Education.

E. Special Assignment of Personnel

1. Authority

R.C. 3319.01 grants the Superintendent expressed authority to direct and assign teachers and other bargaining unit members of the schools under his supervision. Thus, the Board authorizes the Superintendent to permit or to direct any bargaining unit member(s) to attend or be involved in activities related to the performance of their duties or responsibilities during the school day and during the school year. This type of assignment shall be short term in nature and may be in addition to or in lieu of his/her regular assignment.

2. Reasons for Assignment

The following shall constitute acceptable reasons for special assignment of personnel:

- a. To accompany students participating in activities sponsored or directed by the school.
- b. To supervise and/or accompany students while performing duties incidental to all or part of their contractual obligations within/without the classroom.
- c. To attend professional meetings, conduct conferences, and carry out job responsibilities while serving as a regular or substitute teacher or tutor at the direction of the Superintendent.
- d. To be engaged in professional activities deemed necessary to meet the legal obligations and the participation of the district carrying out the business of the West Branch Local school District.
- e. To perform duties for the district deemed necessary by the Superintendent.

3. Expenses

The financial obligations incurred by a bargaining unit member so assigned shall be the responsibility of the Board, the Association with the approval of the Association, or the activity in whose behalf the assignment is made. The Board is solely responsible for any substitute required in the absence of the regular bargaining unit member.

4. Absence

Absence due to the Superintendent's assignment shall not be charged against professional leave.

5. Approval of Special Assignments

The Superintendent shall present a list of such assignments to the Board for confirmation.

F. Jury Duty

Certified personnel are entitled to regular salary for time absent from duty for jury service.

G. Leave of Absence Without Pay

1. Entitlement to Leave

The Board will consider requests for leave of absence, on a case by case basis.

The Association recognizes that the Board of Education's compliance with the Family and Medical Leave Act of 1993 will be a consideration for entitlement to leave.

Members of the instructional staff on an unpaid leave not covered under the Family and Medical Leave Act shall be provided health care coverage continuation under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), if applicable.

2. Terms of Leave

A leave of absence, if granted, may be granted up to one year without pay and up to two (2) years if the leave is requested for medical reasons. Upon return to service, the bargaining unit member will assume the contract status held prior to such leave and will be assigned by the Superintendent to a position for which a valid and current certificate is held.

3. Reinstatement

- a. A bargaining unit member who is granted a leave of absence must notify the Superintendent before April 15 of his/her intent as to employment for the following school year.
- b. Approval of a leave of absence without pay does not guarantee return of a bargaining unit member to a specific assignment or building, only the guarantee of a position for which the bargaining unit member is certificated/licensed.

4. Service Credit

A leave of absence without pay shall not be counted as a year of service credit for salary schedule placement. A bargaining unit member may choose to purchase the time of approved leave for retirement credit.

H. Sabbatical Leave

1. Eligibility

Any bargaining unit member who has completed seven (7) or more years of service in the District may be granted a leave of absence of up to one (1) year without pay for professional improvement.

2. Application for Leave

Application for sabbatical leave for professional study, research or professional improvement must be made by February 15 for the following school year or October 15 when the leave is requested for second semester. The application for sabbatical leave shall be made to the Superintendent. It must be accompanied by an outline of the program of study or research to be pursued, or the proposals for professional improvement. Applications must be accompanied by a statement of a well-considered plan for spending the sabbatical leave in a manner calculated to contribute to the professional effectiveness of the applicant and in the best interests of the school system.

3. Approval of Leave Requests

The Board, upon recommendation of the Superintendent, may grant one (1) leave per semester, but at its discretion may grant more than one (1). This shall be voted on within sixty (60) days of the application for leave.

4. Responsibilities While on Leave

While on sabbatical leave, the bargaining unit member shall submit periodic transcripts of any and all course work completed during the leave and for which the leave was granted. Such transcripts shall be submitted at the end of each academic quarter or semester. Should the bargaining unit member not be in school, the bargaining unit member shall submit quarterly a synopsis of their research or development.

5. Entitlement and Reinstatement

- a. Bargaining unit members who are granted sabbatical leave shall have the option to purchase all insurances at the bargaining unit member's expense. The bargaining unit member shall have all rights under COBRA.
- b. Any member of the bargaining unit who is granted sabbatical leave shall retain all rights of tenure, insurance, seniority, and pay he/she had attained at the time his/her leave was granted.
- c. At the expiration of the leave, the member of the bargaining unit shall be reinstated to his/her former assignment or another area for which he/she is certified. Plans to return must be sent to the Superintendent in writing by

March 1st of the spring preceding the fall term. If the leave is for the first semester, this notice shall occur by December 1st.

I. Assault Leave

1. The Board shall grant leave to a bargaining unit member who is absent due to physical disability resulting from an assault that occurs in the course of Board employment. The bargaining unit member will be granted up to twenty (20) working days assault leave. Thereafter, absence will be deducted from the bargaining unit member's sick leave. Assault leave shall not be charged against any sick leave earned or earnable by the bargaining unit member.
2. Assault leave may not be granted under this policy unless the bargaining unit member in question:
 - a. Has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave.
 - b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - c. Agrees to file criminal prosecution against the person or persons involved.
3. Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.

J. Family Medical Leave Act

All provisions of the Family Medical Leave Act shall be incorporated into this Agreement. A year under FMLA shall coincide with a year under this Agreement.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

A. When Substitutes Are Needed

1. List of Substitutes

The administration shall maintain a list of qualified substitute teachers approved by the Board of Education.

2. Hiring of Substitutes

When a bargaining unit member is absent, the building administrator shall make all reasonable effort to provide a certificated substitute.

3. Substituting During Non-Instructional Time

When a certified substitute is not available, the building administrator shall make all effort not to effect a change in the assigned, 30-minute lunch period of any other bargaining unit member. Teachers may be requested to assist with classroom supervision during their non-instructional times.

4. Substituting While Having a Student Teacher

When a student teacher assumes the class and supervisory responsibilities of the cooperating teacher, the 7½ hours of the cooperating teacher's school day are not subject to assignment that conflicts with requirements of the sponsoring university.

5. Responsibilities When Absent

The regular teacher must provide seating charts for each scheduled class or study hall, attendance records, cards, teacher texts and manuals, if they are provided by the Board, and a written daily lesson plan identical or equivalent to that from which the regular teacher would work.

B. In-Service Training

On NEOEA Day, teachers have the option of attending meetings of their choice. Teachers as professionals are expected to utilize the day for professional development. NEOEA Day will be a non-work day. This day will be replaced on the school calendar at the end of the school year by extending the last student day for staff and concluding the last teacher day at noon. (The total time shall not exceed 5.5 hours).

Any staff member required, pursuant to a directive of the Superintendent, to attend a professional meeting and/or child abuse prevention training on NEOEA Day will be reimbursed at their pro-rata per diem rate for actual time spent in professional development.

C. Parent-Teacher Conferences

1. Realizing the need for parental access to teachers, teachers are expected to be in attendance at designated parent-teacher conference times. If conflicts arise, arrangements should be made with the building principal. Conferences shall be for a 6.0 hour period commencing at the end of the student day including .5 hours for a meal break.

2. Kindergarten teachers shall have conferences at the times assigned to all bargaining unit members in their building. They shall also have an additional ½ day of conferences in the fall during regular school hours.

D. School Day

1. Length of School Day

- a. School day shall not exceed 7½ consecutive hours. The times for school opening and closing shall be determined by the superintendent and the building principals.
- b. When feasible, IEP, 504 and IAT meetings will be scheduled during the regular school day or, if scheduled after school, as close to the end of the regular day as possible. Bargaining unit members required to stay more than thirty (30) minutes directly before or after the regular school day for the purpose of attending IEP, 504 and IAT meetings will be compensated at the after school hourly rate for every fifteen minute increment. Bargaining unit members required to attend IEP, 504 or IAT meetings which cannot be held at times contiguous to regular school hours will be compensated for all time spent in such meetings.

2. Lunch

The school day shall include daily, minimum thirty (30) minutes, duty-free, uninterrupted lunch period, during the time the cafeteria is open, unless mutually agreed otherwise.

3. Specialists

A teacher shall not be required to be in his/her classroom when a specialist is responsible for his/her class. A teacher's presence may be requested by the specialist teacher under certain circumstances such as preparing for a school program or completing a specific project where continuity of instruction is required. This section does not apply to the classroom presence/assistance of an Intervention Specialist.

4. Planning Time

- a. Each teacher will have at least 200 minutes of planning time per week within the school day unless mutually agreed otherwise. Planning time will be distributed as equally among the staff as possible with respect to the differentiation of K-4 and 5-12 school day.
- b. For all bargaining unit members, planning time shall be a period when no supervising duties are required. Planning time shall be within the student day and will be scheduled in at least a daily thirty (30) minute block. Some adjustments may have to be made to the thirty (30) minutes.

5. Lunch and Planning for Part-Time

- a. Secondary (5-12) part-time bargaining unit members shall be granted one (1) period of planning time if they teach three (3) periods. If they teach four (4) periods they shall be given one (1) planning period and a 22 minute lunch period.

- b. Elementary (K-4) part-time bargaining unit members shall be granted 100 minutes of planning time if they teach 950 minutes per week. If they teach 1,150 minutes per week, they shall be granted 100 minutes of planning time and 22 minutes of lunch.

E. Duties and Miscellaneous Rules for Teachers

1. Faculty Meetings

- a. Teachers shall attend all faculty meetings called by the Superintendent or building principal immediately before, during, or after the school day, unless excused by the person calling the meeting. Faculty meetings will be called only if the information, in the opinion of the Superintendent or building principal, cannot readily be communicated by memorandum, e-mail, or in other written forms. Faculty meetings will not be excessive in number or length.
- b. Notice of such meetings shall be provided forty-eight (48) hours in advance, except in the event of an emergency.

2. Notification of Leaving

The bargaining unit member should notify the building office when he/she leaves the school during the contract day.

- a. Conference period - A bargaining unit member must have the building principal/supervisor's authorization before leaving the building/job assignment during the conference period.
- b. Teachers may leave the building at the end of the Instructional Day for legal, financial, medical, or educational purposes. They will notify the principal and sign out in the building log book.
- c. Lunch period – A bargaining unit member may leave the building/job assignment with notification to the office during his/her lunch period.

3. Voluntary Loss of Conference

It may be desirable to eliminate a teacher's conference period for a semester or for a school year for an instructional activity. This schedule revision is acceptable to the Board and to the WBEA subject to the following conditions:

- a. The schedule revision is mutually acceptable to both the teacher and to the Board's representative. There will be no coercion by either party to make the other accept such a position, and there will be no recrimination by either party if the position is refused outside of the contracted time period.
- b. The teacher will receive additional compensation based on 1/9 (one-ninth) the teacher's current, regular pay.

4. Lesson Plans

All teachers are expected to have daily, written lesson or electronically available plans. Teachers with twenty (20) or more years teaching experience will not be required to turn in lesson plans. If a teacher is absent or in case of an emergency, lesson plans shall be available. Failure to follow these guidelines may lead to disciplinary action.

F. Personnel Files

1. Teachers shall have access to viewing their own financial personnel files in the Treasurer's Office under the supervision of an appointed supervisory representative any time during the hours the school office is open.
2. Teachers shall have access to viewing all other documents kept in their personnel file in the Superintendent's Office under the supervision of an appointed supervisory representative any time during the hours the school office is open.
3. All documents regarding job performance that become part of the personnel file shall be signed by the bargaining unit member and the administrator requesting such placement, with a copy retained by the bargaining unit member. Signature only acknowledges that the document is to be put in the file.
4. Anonymous letters or materials shall not become part of a bargaining unit member's personnel file.
5. If a conference with the Superintendent is desired, advance notice should be given.
6. Teachers and the Association acknowledge that personnel records retained in personnel files are subject to inspection and review by members of the public pursuant to the Ohio Public Records Act.

G. Teacher Evaluation

THIS EVALUATION PROCEDURE WILL BE IN EFFECT DURING THE 2012-2013 SCHOOL YEAR ONLY UNTIL A NEW EVALUATION PROCEDURE IS ADOPTED IN ACCORDANCE WITH PARAGRAPH 4 BELOW.

1. Each building principal shall be responsible for turning into the Superintendent's Office, by March 31 of each year, an evaluation form on each supervised bargaining unit member except tenured teachers who will be evaluated at least once every three years. If a bargaining unit member works under more than one principal, the bargaining unit member will be notified by the end of September which certified administrator will evaluate that bargaining unit member. The provisions of Section G., Teacher Evaluation, are intended to supersede the provisions of R.C. 3319.111.
 - a. Formal Evaluation - Observation of at least 30 minutes with written observation notes taken, a formal conference, and completion of an evaluation form is required.

- b. Observation - At least 30 minutes with completion of observation form. The evaluator may waive and/or eliminate a second observation as part of a formal evaluation for limited contract teachers with twenty (20) or more years of experience.
- c. Alternative Evaluation – An alternate evaluation form will be used to evaluate guidance counselors, librarians, speech/language pathologists and nurses.

2. Purpose of Teacher Evaluation

- a. To assess a bargaining unit member's work performance.
- b. To help the bargaining unit member achieve greater effectiveness in performance of the work assignment.
- c. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

3. Schedule of Observations/Evaluation

- a. Non-tenured teachers will be observed at least two times during the year by February 1st and formally observed and evaluated by February 10th.
 - (1) In those areas where improvement is needed, the observer shall provide written direction for improvement strategies and assistance in correcting the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.
 - (2) If requested by the bargaining unit member and/or evaluator, all observations shall be preceded by a conference between the evaluator and the bargaining unit member in order for the bargaining unit member to explain plans and objectives for the work situation to be observed.
 - (3) An evaluation conference will be scheduled with the observer as soon as possible following the observations. An evaluation form will be completed at that time.
 - (4) Each teacher shall be given a copy of the completed formal evaluation form and be given an opportunity to write explanatory comments.
- b. Tenured teachers will be evaluated at least once in three (3) years. (The observation will be at least 30 minutes in length.) A teacher or certified administrator may request more frequent observations and/or evaluations.

4. A committee composed of four (4) members appointed by the Association and four (4) members appointed by the Superintendent will be identified by September 1, 2012 to develop a new evaluation program consistent with the requirements of the Ohio Department of Education. The committee shall present a program to the Association and the Board for adoption by April 1, 2013. If the parties are unable to reach consensus, they will jointly request the services of FMCS to assist the committee.

5. Nonrenewal of First and Second Year Teacher

Notwithstanding the evaluation procedures set forth above, nonrenewal of the contract of any teacher in his/her first and/or second year of employment with the board shall be accomplished by providing written notice of nonrenewal on or before April 30 of the year in which the contract expires. Personal delivery on or before April 30 or the posting of written notice in the U.S. mail, postage pre-paid, by registered or certified mail on or before April 25, shall constitute legal notice to said teacher. A teacher who receives notice of nonrenewal shall be entitled to a meeting with the Board or its designee regarding the decision not to re-employ. This section supersedes Sections 3319.11 and 3319.111 of the Revised Code.

H. Posting of Vacancies

1. Definition of Vacancy

A vacancy is defined as a newly created position or a certificated position in the school district that has been occupied, but for whatever reason, becomes no longer occupied and that the Superintendent in his/her discretion decides the position is to be continued and filled.

2. Posting of Vacancy

- a. The Superintendent or designee shall post or cause to have posted a written notice of such vacancy. The posted notice shall state if this vacancy may be subject to elimination through a reduction in force. This shall be done as soon as reasonably possible, but not more than 14 calendar days after Board action. The posting shall be made on a bulletin board in or near the faculty work area in each building during the school year. From June through August 15th this posting shall be made at the central office with the pertinent information available by telephone.

- b. The Association President shall receive a copy of the notice at the time of the posting.

3. Contents of Vacancy Notice

A notice of vacancy shall include the building assignment, department, or subject area to be taught, grade levels to be served, certification/licensure, other qualifications required for the applicant, and any possible supplemental assignments

to be filled in conjunction with the teaching position. Supplemental contract vacancies shall also be posted separately.

4. Timeline for Applying for Vacancy

A bargaining unit member shall have ten (10) calendar days to send a letter indicating his/her interest and qualifications for a vacant position. This ten-day response period shall be calculated from the date of vacancy posting.

5. Waiver of Vacancy

The posting of vacancies shall be waived for any position that becomes vacant after August 15 after giving notice to the WBEA President and before the opening of the school year. Written announcement of openings that occur in-term will be made to provide opportunity for current bargaining unit members to request transfer for the ensuing year. All effort will be made to eliminate the domino effect in filling in-term vacancies during the term of the school/contract year. Experience in the district will be considered as a determining factor among equally qualified candidates.

6. Miscellaneous

A bargaining unit member response shall not guarantee an existing bargaining unit member the assignment to a vacant position. The posting of a vacancy shall serve to ascertain bargaining unit member interest in and qualification for a designated vacancy.

I. Assignment and Transfer

The assignment and transfer of bargaining unit members shall be made in accordance with the needs of the school, the interests of staff members by responses to year-end interest surveys, responses to the vacancy postings, and by the local Superintendent. In the event new buildings are built, teachers shall have an opportunity to make their preferences known and have input on reassignments, if any, before final staffing decisions are made.

J. Reduction in Force

1. Reasons for RIF

When by reason of decreased enrollment of pupils, returning to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, monetary difficulties and staffing patterns altered by student course selections, where certification of existing staff leave no other reasonable alternatives, the Board may implement a reasonable reduction in accordance with the following procedures.

2. Notice of RIF

The Board or its designees shall give written notice to the Bargaining Unit President of its intent to effect a reduction in force or the suspension of contracts and shall include all information as refers to the reasons stated in Section A above justifying the need for reduction in force.

3. Addressing RIF before the Board

- a. Prior to official Board action on reduction in force, the Association shall be given the opportunity to address the Board in either open or closed meeting for the purpose of presenting, both orally and/or in writing, its views on the proposed reduction in force.
- b. If reduction in force is implemented by reason of monetary difficulties then the Board will consider whether a levy shall be placed on the ballot.
- c. Should a reduction in force become necessary, the Superintendent will give preference to teachers, within each teaching field affected, on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

4. Steps for RIF

A reduction in force list shall follow these steps until all necessary reductions are made.

- a. Preference will be given to continuing contracts. If two bargaining unit members have the same number of years of continuous service and one bargaining unit member has continuing contract status, while the other has limited contract status, the bargaining unit member holding the continuing contract shall be given preference.

5. Notification Date for RIF

Teachers whose contracts will be suspended for a reduction in force will be notified by certified mail at least thirty (30) days before the effective date of contract suspension and will be given first opportunity at re-employment when an opening occurs.

The teachers whose continuing contracts are suspended by any board pursuant to this section shall have the right of restoration to continuing service status by that board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser

percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

6. Vacancies Filled from RIF List

When a vacancy occurs, a certified letter will be sent to all teachers on the RIF list who are certificated for the position. Annually by July 10, all teachers on the RIF list must notify the Board of Education Office, in writing, of the subject which he/she is certificated to teach. The areas of certification indicated then shall be applied in determining one's certification eligibility for a vacant or newly created position. It is also the responsibility of the teacher to keep the board informed of his/her current address. The teachers shall notify the Board of Education within 15 calendar days of the date of the letter announcing the vacancy, as to their interest in that position (certified mail). If a teacher fails to notify the Board within the specified time, the teacher shall be considered to have rejected the position. The position will be made available to the next eligible teacher on the RIF list; if none exists, the vacancy will be filled by a new bargaining unit member. Rejection of an offered position for which the teacher is certificated will result in the teacher's removal from the RIF list and future consideration under this policy. Teachers will remain on the RIF list for a maximum of two (2) years.

7. Reinstatement of Rights

Upon recall, all rights related to salary and fringe benefits and seniority will be restored to the point at which a reduction in force was made.

8. Federally Funded Positions

Federally funded positions may be reduced when a reduction to the District's federal funding impacts the operational integrity of a federally funded program.

9. Limits to RIF

Positions that are created due to resignation, retirement, or death shall not be considered a RIF.

K. Teacher Dress Code

Attire for members of the professional staff should be appropriate for their classroom assignment. The type of daily activity in the teaching assignment will determine the appropriateness of clothing. Nothing in this provision shall be construed to abridge the constitutional rights of any member of the Bargaining Unit.

L. Continuing Contracts

1. Eligibility for Continuing Contracts

Teachers eligible for continuing service status shall be those teachers who have professional certificate/license and who, within the last five years, have taught for at least three years in the district, and those teachers who have attained continuing contract status elsewhere and have served two years in the district. The Board of Education, upon the recommendation of the Superintendent of Schools, may at the time of employment or at any time within such two year period, declare any of the latter teachers eligible.

2. Recommendation for Continuing Contracts

Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be re-employed, a continuing contract shall be entered into between the Board and such teacher unless the Board rejects the recommendation of the Superintendent by at least three-fourths vote of its full membership. The Superintendent may recommend re-employment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract not to exceed two years, provided that written notice of the intention to make such recommendation has been given to the teacher with reasons directed at the professional improvement of the teacher on or before the thirtieth day of April, and provided that written notice from the Board of Education of its action on the Superintendent's recommendation has been given to the teacher on or before the thirtieth day of April. Upon subsequent re-employment only a continuing contract may be entered into. If the Board of Education does not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two years, before the thirtieth day of April, such teacher is deemed re-employed under a continuing contract at the same salary plus any increments provided by the salary schedule. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.

3. Additional Limited Contracts

A teacher eligible for continuing contract status and employed under an additional limited contract for not to exceed two years, pursuant to written notice from the Superintendent of his intention to make such recommendation, is at the expiration of such limited contract, deemed re-employed under a continuing contract at the same salary, plus any increment granted by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before the first day of June and a continuing contract shall be executed accordingly.

4. Termination

The contract of a tenured teacher (continuing contract) may be terminated for gross inefficiency, immorality, willful and persistent violations of reasonable regulations of the Board of Education, incompetency and other good and just cause, consistent with the provisions of R.C. 3319.16

5. Evaluation of Continuing Contract

If information from evaluations/observations indicate a need or identify a deficiency, additional observations of a tenured teacher will be conducted.

Procedures for evaluation shall follow the same observation/evaluation process as established for a limited contract bargaining unit member.

M. Certification/Licensure

1. Each staff member shall place on file with the Superintendent's office a copy of all valid certificates/licenses which he/she currently holds.
2. Each staff member shall file application for a certificate/license in each subject area or grade level in which he/she qualifies for certification/licensure under the then current standards. A copy of that certificate/license shall be placed on file with the local Superintendent.
3. No staff member shall be required to teach in a subject area that he/she has not taught in the last ten (10) years without a discussion of alternative means of staffing.
4. No bargaining unit member shall surrender a certificate/license (excluding administrative and guidance) or allow a certificate/license to lapse if held by the bargaining unit member on July 1, 2003. New bargaining unit members hired on or after July 1, 2003 must maintain all certificates/licenses held at the time of hire.

N. Local Professional Development Committee

The West Branch Local Professional Development Committee (LPDC) standards and by-laws are considered part of the contract. These will be provided and explained by WBEA LPDC members.

O. Work Assignments

1. Each bargaining unit member shall be notified in writing of his/her grade level and/or subject assignment and building assignment as soon as possible but no later than June 20. Changes in assignment made after that date shall be determined by the local Superintendent after consultation with the building principal and the affected bargaining unit member.
2. In cases where assignments are changed after June 20, the staff member shall be notified as soon as possible and the reasons for reassignment given. All bargaining

unit members are subject to assignment by the local Superintendent within their area(s) of certification/licensure.

3. Probable reasons for reassignment after June 20 may include, but are not limited to, changes in grade level enrollments, late resignations and retirements, extended illnesses and disabilities of another staff member, more appropriate assignment to utilize the staff member's experience and/or expertise.
4. The local Superintendent, in accordance with R.C. 3319.01, shall have the sole authority to direct and assign teachers and other bargaining unit members of the school system under his/her supervision.

P. Parental Complaint Procedure Concerning a Bargaining Unit Member

Any complaint arising from the bargaining unit member's performance of duties as an employee of the Board shall not become a part of the bargaining unit member's personnel file without the following steps:

1. A complaint concerning a bargaining unit member(s) must be submitted in writing to the Principal. The Principal shall give a copy to the bargaining unit member(s) within five (5) working days of receipt.
2. A meeting involving the bargaining unit member, the Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet with the bargaining unit member and the Principal, or in the alternative solely with the Principal within thirty (30) days, no further action will be taken and the complaint will be destroyed. The Principal will take all reasonable steps to encourage the complainant to meet with the affected bargaining unit member before advancing the complaint to the next level.
3. If the complainant is not satisfied with the Principal's disposition of the complaint, the Principal shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent within five (5) working days. The bargaining unit member may attach his/her own statement to the complaint.
4. The complainant may appeal the complaint to the Superintendent within five (5) working days of the Principal's decision. The Superintendent will hold a hearing in which the participants shall include the involved bargaining unit member and his/her immediate supervisor. The complaining party may be present if the party desires.
5. If the complainant or bargaining unit member is dissatisfied with the Superintendent's disposition of the complaint the matter may be appealed to the Board who shall hold a hearing in private during an official meeting, and then rule on the matter in public session.

6. In each of the steps above, a bargaining unit member may be accompanied by an Association Representative.
7. Parents or members of the public who wish to file a complaint will be provided with a copy of this procedure.

Q. Fair Dismissal

All bargaining unit members shall have all rights under R.C. 3319.11.

R. Concordance Between the West Branch Education Association and the West Branch Board of Education

The Board and Association agree that an art room, a music room, or an art and music room is desirable in each elementary (K-4) building where it is physically possible.

ARTICLE VI. SALARY

A. Salary Schedule Placement

1. Years of Experience Verification

Bargaining unit members will be placed on the salary schedule in accordance with verified full years of experience and training levels. Verification shall be made by official statements of previous employers as to experience and official transcripts from accredited teacher training institutions. (Prior experience may be granted to the maximum allowed by State Statutes.)

2. Definition of Years of Experience

A full year's experience for salary schedule placement shall be a minimum of 120 days in a given school year as a regular full-time bargaining unit member, substitute, or combination of the two aforementioned. No credit for salary schedule placement will be made for less than 120 days of service in a given school year. Teachers who are regular part-time bargaining unit members and who are scheduled to work 2 or 3 full days in a school week shall be given a full year's experience for salary schedule placement.

3. Maximum Years of Experience

A maximum of ten years' credit shall be granted for experience gained in school systems other than West Branch.

4. Part-time Years of Experience

Part-time bargaining unit members' pay shall be determined by:

- a. Totaling the number of hours worked during the school year and dividing such total number of hours first by 7½, then by 184.

- b. Multiplying the resulting percentage times the full time pay for the bargaining unit member's experience and education.

B. Mileage Reimbursement

Any bargaining unit member who as a part of his/her regular daily assignment is required to travel between buildings shall be compensated at the end of each semester for miles driven. The compensation shall be based on established distances at the IRS mileage allowance.

C. Pay Schedule

1. Biweekly Pay Periods

- a. West Branch bargaining unit members shall receive their payroll by direct deposit in twenty-six (26) bi-weekly payments paid on every other Thursday. When the school calendar should result with payday before the completion of two full weeks of service, at the beginning of the school year, another pay will be added to bring the total to twenty-seven (27).

2. Holiday Paydays

When a payday falls on a holiday, paychecks will be deposited on the day preceding the holiday.

3. Misdirected/Misapplied Direct Deposits

If a bargaining unit member's direct deposit is erroneously prepared or applied, the Treasurer will take necessary corrective action to ensure proper payment to the member in a timely manner.

D. Deductions

1. Treasurer's Office

- a. Taxes
- b. Teacher Retirement
- c. Insurance
- d. Credit Union
- e. WBEA, OEA, NEA, NEOEA, FCPE, Fair Share
- f. Charitable Contributions
- g. Tax Sheltered Annuities
- h. Court ordered deductions

2. Certified Personnel Salary Adjustment

- a. Salary adjustments necessitated by a bargaining unit member's completion of college hours/credits will be made only upon receipt of an official transcript(s). R.C. 3317.14 specifies that transcripts must be received in the

Superintendent's Office by September 15 in order for the adjustment to be made for the current school year. The Board of Education must authorize all salary adjustments to be made. All bargaining unit members are urged to obtain official transcripts to document salary adjustments as early as possible.

- b. To qualify for the Master plus 15 pay scale, the hours must fulfill the following criteria:
 - (1.) Hours must be earned after the completion of the Master's Degree.
 - (2.) Courses must be of educational merit.

E. Salary Schedules

The BA base for July 1, 2012, will be \$30,212.00 (0% increase).

A salary step applicable to the 2013-2014 school year, for eligible employees and as reflected on the Index, below, will be applied in increments equal to one-half of the established step.

The hourly Tutor Rate for July 1, 2012, will be \$16.79 (0% increase).

If the state minimum salary is increased beyond the base salary, the salary increase will be computed on the higher amount.

The Index shall be as follows:

<u>STEP</u>	<u>B.A.</u>	<u>150 HRS</u>	<u>M.A.</u>	<u>M.A. +15</u>
0	1.0000	1.0608	1.1016	1.1424
1	1.0659	1.1118	1.1577	1.2036
2	1.1118	1.1628	1.2138	1.2648
3	1.1577	1.2138	1.2699	1.3260
4	1.2036	1.2648	1.3260	1.3872
5	1.2495	1.3158	1.3821	1.4484
6	1.2954	1.3668	1.4382	1.5096
7	1.3413	1.4178	1.4943	1.5708
8	1.3872	1.4688	1.5504	1.6320
9	1.4331	1.5198	1.6065	1.6932
10	1.4790	1.5708	1.6626	1.7544
11	1.5249	1.6218	1.7187	1.8156

12	1.5708	1.6728	1.7748	1.8768
13	1.6167	1.7238	1.8309	1.9380
14	1.6167	1.7238	1.8870	1.9992
15	1.6167	1.7238	1.9431	2.0604
17	1.6383	1.7454	1.9647	2.0820
22	1.6599	1.7670	1.9863	2.1036
27	1.6815	1.7886	2.0079	2.1252

F. Limited Contracts

A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for at least three years and shall be entered into, regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate/license.

1. Reemployment of Limited Contract

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is at the expiration of such limited contract, deemed re-employed under the provisions of this section at the same salary plus any increment provided by the salary schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be re-employed, gives such teacher a written notice of its intention not to re-employ him or her on or before the 30th day of April. Such teacher is presumed to have accepted such employment unless he or she notifies the Board in writing to the contrary on or before the first day of June, and a written contract for the succeeding school year shall be executed accordingly. The failure of the Parties to execute a written contract shall not void the automatic re-employment of such teacher. (R.C. 3319.11).

2. Supplemental Limited Contracts

The Board of Education which authorized compensation in addition to the base salary stated in the teacher's salary schedule, for the performance of duties by a teacher which are in addition to the teacher's regular teaching duties, shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be for one year. Such written contracts shall set forth the teacher's duties and specify the salaries and compensation to be paid for such duties. (R.C. 3319.08).

G. Supplemental Contracts

1. Separate Contract for Supplementals

A separate contract shall be entered into between the bargaining unit member and the Board of Education for the supervision, sponsorship, directorship, or coaching of a specific extracurricular activity.

2. Payment for Supplementals

Payments for supplemental duty contracts shall be made only on regularly scheduled pay days.

3. Division of Payments

Supplemental contract holders shall have the option of receiving the earnings from that contract paid to them in lump sum at the conclusion of the contractual assignments or half (½) of the amount halfway through the season, half (½) at the end of the season, or divided among the regular paydays, commencing two weeks after the assignment has begun. The final payment will be provided after all required documentation is properly submitted.

4. Completion of Supplemental

The contract holder must notify the building principal, supervisor, or central administrator, in writing, as to completion of the assignment. He/She, in turn, shall notify the Treasurer to make payment.

5. Taxes on Supplementals

Supplemental pay contracts will be calculated according to the current state and federal tax tables and exemptions on file. No special tax arrangements will be made.

6. List of Supplementals

Supplemental positions will be paid on the percentage listed of the BA minimum base salary. All bargaining unit members holding a contract in the same supplemental contract area for five (5) consecutive years or more shall receive a one percent (1%) increase on the percentage of the supplemental wage. Any bargaining unit member holding a contract in the same supplemental contract area for an additional five (5) consecutive years (i.e., ten years in the same supplemental area) shall receive an additional one percent (1%) increase on the percentage of the supplemental wage. A bargaining unit member holding a contract in the same supplemental contract for an additional five (5) consecutive years (i.e., fifteen years in the same supplemental area) shall receive an additional one percent (1%) increase on the percentage of the supplemental wage, as well as an additional 1% at twenty (20) years.

Increased supplemental compensation is not applicable to the following positions:
Hours After School, Driver's Education Instructor.

ATHLETICS

	CLASS I	CLASS II	CLASS III
HEAD COACH	21.40%	17.60%	12.70%
ASS'T VARSITY	13.70%	10.40%	9.0%
JUNIOR VARSITY	13.70%	10.40%	
FROSH	10.70%	9.70%	8.40%
MIDDLE SCHOOL	9.00%	8.00%	6.50%
	Football	Soccer	Golf
	Basketball	Volleyball	Tennis
	Wrestling	Softball	Cross Country
		Baseball	Cheerleading ¹
		Boys Track	
		Girls Track	
MIDDLE SCHOOL ASSISTANT		Track Only	
		4.00%	

Any Class I program will have a minimum of two (2) assistant coaches at the 9-12 level. Any Class II or Class III program may request up to two (2) assistant coaches at the 9-12 level depending on team size or need.

NON-ATHLETIC SUPPLEMENTALS

CLASS ADVISORS:

Senior Class	5.60%
Junior Class	5.60%
Sophomore Class	5.60%

MUSIC:

Instru. Music - High School	24.80%
Instru. Music - Assistant	15.50%
Instru. Music - Middle School	14.70%
Musical Asst. - High School	4.00%
Musical Asst. - High School Choreography	2.50%
Musical – High School	7.00%
Young & Alive/Vocal	12.00%
Vocal – Middle School	5.00%

OTHER:

Academic Challenge	3.90%
Debate	6.10%
Weight Room Supervisor	7.90%

¹ No supplemental contract holder is permitted to serve as an “assistant” to himself/herself. There will be no assistant varsity coach for cheerleading.

Pre-Season Conditioning	4.90%
Hours after school	\$15.00 per hour
Debate-Assistant	2.40%
Future Teachers	3.90%
Drama Productions (2 required)	5.00%
Up to 2 additional	1.75% per production
Auditorium Supervisor	3.00%
National Honor Society	6.00%
Newspaper - High School	3.20%
Newspaper - Junior High School	2.60%
Pep Club	3.90%
Yearbook High School	11.30%
Summer School	\$15.00 per hour
Driver's Education Instructor	\$15.00 per hour
Camp WE	\$15.00 per hour
Junior High Yearbook	2.00%
Student Council-Junior High	3.00%
Student Council-High School	3.00%
Environmental Club	2.00%
Power of the Pen	2.00%
Chess Club	2.00%
Model UN	2.00%

7. Van Certification

The Board will reimburse supplemental contract holders the expenses incurred for obtaining a van certificate.

8. Dual Credit Stipends Post-Secondary Options

Stipends provided by a postsecondary institution are payable to the West Branch Local School District Board of Education and shall be available for use by and benefit of the academic department with oversight for the instruction/curricular subject matter of the dual credit/enrollment class.

H. Severance Pay

1. Severance Formula

- a. At the time of retirement (receipt of first retirement check from STRS as the trigger mechanism), a bargaining unit member will receive severance pay according to this formula: 1/3 of their unused accumulated sick leave not to exceed 60 days, with 10-19 years in the West Branch System at the per diem rate of last day of employment.
- b. Bargaining Unit Members with 20+ years in the West Branch System: 1/3 of their unused accumulated sick leave not to exceed 65 days at per diem rate as per last day of employment. In the event of death of the bargaining unit

member, the severance amount shall be paid to the bargaining unit member's estate.

- c. Payment of a bargaining unit member's severance will be through the Valic Special Pay Plan for those bargaining unit members who are 55 or older at the time of retirement.
- d. Any bargaining unit member who reaches and maintains the maximum sick leave accrual of 255 days during the last five years of employment prior to service retirement and who does not utilize (average) more than two (2) sick or personal leave days per year during such five year period, shall be paid for five (5) additional days, over and above severance amounts in paragraphs a. and b. above, at the prevailing per diem rate or substitute rate of pay in effect at the time of service retirement whichever is greater.
- e. Retirement relates to those bargaining unit members who have indicated an intent to retire and for which the Board of Education has received an application for processing from STRS. Said retirement will be initiated no later than three (3) months after retirement from active service.

2. Elimination of Sick Leave Accrual

Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the bargaining unit member at that time. Such payment shall be made only once to any bargaining unit member.

I. Insurance

1. Hospitalization

A hospitalization program will be available to bargaining unit members that will provide them with comparable coverage as previously provided under the former Master Agreement. The participant's cost or the location of such services may vary due to Preferred Provider Organization (PPO) requirements.

- a. A PPO Program will be offered that carries three levels of deductibles. There will be a Low Deductible Plan, Core Plan, and High Deductible Plan. All plans will carry a coinsurance of 90% for network services and 70% for non-network services. Each of the three plans within the program will carry a Comprehensive Major Medical Benefit. A Prescription Drug Program will also be a part of each plan. Provisions required pursuant to the plan description and/or the provider including, but not limited to, a provision for spousal exclusion shall be applicable to all participants.
- b. Spousal Coordination of Benefits (COB) – Effective 9-1-2009, a spouse of a bargaining unit member who is covered by the Board's health insurance program will be required to join his/her employer's insurance program for at least single coverage (or retirement system/Medicare/other available

coverage) if such program is available at a monthly cost of \$300.00 or less.

Claims for spouses of West Branch bargaining unit members will not be processed by the consortium's third party administrator until a COB form is on file with the treasurer of the Board. Bargaining unit members are responsible for submitting an updated COB form immediately upon the occurrence of a change in a spouse's insurance eligibility or existing coverage.

Enrollment of a spouse at his/her place of employment assigns that employer's insurance carrier as the primary insurer but shall not prohibit the bargaining unit member from using the Board's insurance as secondary coverage for his/her spouse if the bargaining unit member so elects.

The plans are as follows:

<u>Low Deductible Plan:</u>	<u>Network</u>	<u>Non Network</u>
Deductible single/family	\$150/\$300	\$300/\$600
Coinsurance Maximum excluding Deductible	\$250/\$500	\$750/\$1,500
Out of Pocket Maximums	\$400/\$800	\$1050/\$2100
<u>Core Plan:</u>	<u>Network</u>	<u>Non Network</u>
Deductible single/family	\$250/\$500	\$500/\$1000
Coinsurance Maximum excluding Deductible	\$400/\$800	\$1000/\$2000
Out of Pocket Maximums	\$650/\$1300	\$1500/\$3000
<u>High Deductible Plan:</u>	<u>Network</u>	<u>Non Network</u>
Deductible single/family	\$500/\$1000	\$1000/\$2000
Coinsurance Maximum excluding Deductible	\$500/\$1000	\$2000/\$4000
Out of Pocket Maximums	\$1000/\$2000	\$3000/\$6000

- c. Bargaining Unit Members will have the opportunity to make an annual election during the enrollment period among the programs offered or other qualified provider programs selected by the Board as its network of choice. A Schedule of Benefits booklet may be issued by the carrier.
- d. Payment Plan

During the term of this Agreement, Bargaining Unit Members shall contribute monthly premium payments based upon the plan selected: Low Plan; Core Plan; High Plan, as reflected below.

During the 2012-2013 and the 2013-2014 school years, Bargaining Unit Members shall contribute monthly premium payments based upon the plan selected: Low Plan; Core Plan; High Plan, as reflected below.

Premium	Employee	Employee + Spouse	Employee + Child	Family
Low Plan	67.82	142.41	115.23	189.88
Core Plan	45.56	95.68	77.46	127.58
High Plan	25.43	53.42	43.24	71.22

- e. Subject to approval by the Internal Revenue Service (IRS), the Board will establish a comprehensive Section 125 Plan, at no cost to the bargaining unit members, to allow for non-taxable contributions as provided by law and to shelter all premium contributions for insurance plan participants.

2. Life Insurance

The Board of Education agrees to provide a \$40,000 Group Life Insurance Policy for each of its regular bargaining unit members. Benefits reduce with age according to terms of the policy. Bargaining unit members will have the option to purchase, at their own cost, additional life insurance.

3. Dental Insurance

- a. The Board of Education will pay ninety-three percent (93%) of premiums for family and single bargaining unit member dental insurance per month and the bargaining unit member will pay seven percent (7%) of premiums per month.
- b. All provisions of the dental insurance contract shall be incorporated into the contract. The calendar year maximum for all Class I, II and III expenses shall not be less than \$2,500 per year.

4. Vision Coverage

During the term of this Agreement, July 1, 2012, through June 30, 2014, the Board shall pay 90% of the cost of a vision insurance program offered by the Mahoning County Consortium.

5. Part-time Employees Insurance

All part-time bargaining unit members shall be provided insurance as stated in Section I, however, the Board shall be required to pay only the fractional part of the Board's share of the monthly premium proportional to the fractional part of the school day for which such bargaining unit members are contracted to work. Any part-time bargaining unit member hired before July 1, 1991 shall maintain all full-time benefits with the Board paying its entire portion of the premium.

J. Worker's Compensation

1. In case of injury or death while pursuing some activity in keeping with the teacher's contract, the teacher or dependents are eligible for payments or medical expense under the Worker's Compensation Act of Ohio.
2. Any bargaining unit member of the Board of Education receiving an injury while at work should immediately report this injury to the building principal and request the necessary forms to make application for payment under this Act.
3. The Association and the Board agree to meet and consider whether to take advantage of any plans available from the Bureau of Workers' Compensation to reduce premium costs.

K. Complimentary Pass/Ticket Policy

1. The West Branch Board of Education encourages the attendance of the district bargaining unit member at all athletic school functions. Therefore, upon the recommendation of the Athletic Council, the Board may approve annually the issuance of a complimentary pass by the central office to each district bargaining unit member for gate admission only.
2. Complimentary passes to league athletic contests will be issued to the following persons by the central office.
 - a. Members of the Board of Education - 1 each.
 - b. Superintendent, Assistant Superintendent, Principal, Assistant Principal, Athletic Director - 1 each.
 - c. Head Coaches/Scouts - 1 each.
3. Complimentary tickets for individual contests/events may be issued by the Athletic Director, with the authorization of the central office.

L. STRS

1. In addition to the required employer contribution to STRS, the Board will, as a condition of employment, contribute an amount equal to each bargaining unit member's contribution in lieu of payment to such bargaining unit member. Such amount contributed by the Board to STRS on behalf of the bargaining unit member shall be treated as a mandatory salary reduction otherwise payable to the bargaining unit member.
2. An addendum to each bargaining unit member's contract or salary notices will be prepared which states that the bargaining unit member's contract salary is being restated as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the bargaining unit member contributions being "picked up" by the Board.

3. W-2 information at the end of the calendar year will show bargaining unit member's contract salary less the amount "picked up" by the Board for all taxing purposes.

M. Attendance Incentive

All employees with unused personal leave day(s) at the end of a school year shall be entitled to convert each unused personal leave day to a cash payment of one hundred dollars (\$100.00) payable in the last pay in June (maximum payment is \$300.00). An additional one hundred dollar (\$100.00) payment shall be made to all bargaining unit members who use no sick leave in any school year.

N. Bargaining Unit Members Children Attend Tuition-Free

As a benefit of employment, for those bargaining unit members whose children live outside the District, their children may attend the West Branch Schools under the board's open enrollment policy and such application shall be given preference for acceptance. Once enrolled, a staff member's student shall not be removed except for reasons related to student misconduct.

O. College Tuition Reimbursement

1. The board shall appropriate \$20,000 for each school year during the term of this contract for the purpose of reimbursing bargaining unit members the actual cost for graduate-level tuition from an accredited college or university. The reimbursement rate will not exceed sixty percent (60%) of the actual tuition paid. Actual utilization during any July to June period shall determine the percentage of payment due to bargaining unit members requesting reimbursement. All monies not expended in the current year, after maximum reimbursements, will be carried over to the next year's balance.
2. The bargaining unit member shall be eligible to participate in the reimbursement program after having been employed in the District for a minimum of one (1) year. Further, the bargaining unit member shall agree to work in the district for a minimum of one (1) contractual year following completion of the course or he/she must refund the Board the amount of tuition received.
3. All credit hours taken under this provision shall be limited to courses relating to education that could apply to the member's area of present certification, to add a new area of certification, or to any other course approved by the Superintendent.
4. Correspondence courses and non-credit workshops shall not be approved for purposes of reimbursement. Further, when the bargaining unit member receives any other type of aid or tuition assistance, such amount will be deducted from the total reimbursement. On-line courses from accredited universities will be approved.
5. Requests for reimbursement for the annual benefit period must be filed with proper documentation (fee statement, grade card/report, transcript) to the Superintendent by

June 30 of the benefit year. Payment shall be made by July 31 following the close of the benefit period.

6. Reimbursement shall be limited to a maximum of twelve (12) quarter hours or nine (9) semester hours.
7. The provisions applicable to College Tuition Reimbursement shall be suspended for the life of this collective bargaining agreement.

ARTICLE VII. WORKING CONDITIONS

A. Notice of Student Disability

Notification shall include all students identified with an educational disability under IDEA or subsequent legislation. Teachers responsible for monitoring/implementing part(s) of a student's IEP or 504 plan will be notified and given a copy of the IEP/504 plan.

B. Duties

1. Assignment of Duties

- a. Duties for bargaining unit members who work in more than one building shall be assigned by the building principal after consulting with the Superintendent.
- b. No bargaining unit member shall have bus duty unless mutually agreed.
- c. Elementary (K-4) bargaining unit members shall have a thirty (30) minute duty free period before the student day and a fifteen (15) minute duty free period after the end of the student day.
- d. Elementary (K-4) bargaining unit members shall have lunch duty no more than one (1) day per week.

2. Changing Duties

Bargaining unit members (5-12) may request a change in an assigned duty (homeroom, study hall, cafeteria, bus, or hall), in writing to the Building Principal for the next school year before the Master Schedule is complete. If scheduling permits, an attempt will be made to rotate duties as requested. Rotation of duties will occur on a basis of:

- a. Request to change duties.
- b. Request to keep duties.
- c. Rotation of all duties.

3. Intervention

Every reasonable effort will be made to assign intervention by area of certification/licensure with staff input.

C. Assignment of Aides

1. Aides will be utilized in a manner determined by consultation with the Superintendent, Director of Special Services, building principal, Association representatives, and classroom teachers to meet student needs. Aides may be assigned to supervise students when, despite due diligence on the part of the Administration, no teacher is available to monitor a particular class or group of students. Additional aides will be hired when the need is determined to exist. Special consideration will be given to the number of students with special needs or IEP's.

D. Access

1. All bargaining unit members shall have:

- a. Telephone access for professional use in a private area, away from office.
- b. Access to separate lunch area from students.
- c. Access to copier, laminator, computer, and printer.

2. Environmental Requirements:

- a. Windows and doors in working order. Ventilation/exhaust fan for rooms without windows.
- b. Clean, well-lighted, and ventilated restroom.
- c. Clean, healthy school environment that is conducive to learning.
 - (1.) Every teacher's handbook shall have a copy of the Custodial Needs Report for necessary repairs and maintenance.
 - (2.) Teachers that have different room assignments will have adequate space for teaching materials and a secure place for personal items in these sites.
- d. Access to a workroom with ventilation and adequate supplies.
- e. The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or likely to cause accident, injury, or illness to bargaining unit members. The Board's Occupational Safety and Health program shall comply with the requirements of the program elements of the Department of Labor Regulations.

E. Master Key Fob

The principals shall make a building key fob available to teachers for their assigned building.

F. Class Size

1. Class sizes in the district will follow state guidelines. The recommended ratio for grades K-4 is 25:1. Every attempt will be made to keep regular classroom ratios as close to this as possible.
2. The Board shall make every reasonable effort to maintain a balance of class size within all sections of a given course in grades 5-12.
3. Class size shall not exceed the number of desks or work stations necessary for each student. This section does not apply to special area classes (art, physical education, music).

G. Equipment for Curriculum

Every attempt will be made to provide teachers with supplies and equipment necessary to teach the Board of Education adopted curriculum.

H. Intra-building Delivery

An adequate and regular delivery of materials and communication between buildings shall be maintained.

I. Inventory of Supplies

The Association will have access within each building to the system-wide inventory of supplies and materials as this state mandated process is developed. Building secretaries will maintain a continuous inventory. Supplies and materials will be categorized as to accessibility, i.e., restricted and unrestricted use.

J. Split Classes

Teachers will be consulted for input for split classes before the end of the school year. If a parent request is honored before the beginning of the next school year, honest feedback from the principal will be provided to the teachers prior to the beginning of the school year.

K. Notice of Assembly

Teachers will be notified at least the day before a planned activity/assembly will disrupt the normal school day schedule. A weekly calendar from the principals will be encouraged by the Superintendent. Teachers will be responsible for notifying the principal of upcoming events in time to be placed on the calendar.

L. Equitable Access for Extra-Curriculars

Consideration will be given to all extra-curricular activities as to equitable access to facilities and equipment.

M. Input on Decisions

Bargaining unit members will have input on decisions such as room assignments, schedules and school events. In the event new buildings are constructed, the Association and the Board shall bargain the effects of changes in working conditions, if any.

N. Ohio Teacher Residency Program

1. West Branch Schools will participate in the Ohio teacher residency program, which shall be a four-year, entry-level program for classroom teachers. The teacher residency program shall include the following components:
 - (a) Mentoring by teachers who are properly licensed;
 - (b) Counseling to ensure that program participants receive needed professional development; and
 - (c) Measures of appropriate progression through the program.
2. The teacher residency program shall be aligned with the standards for teachers adopted by the state board of education and best practices identified by the superintendent of public instruction.
3. Each person who holds a resident educator license or an alternative resident educator license shall participate in the teacher residency program. Successful completion of the program shall be required to qualify any such person for a professional educator license.
4. Mentors must meet all of the following qualifications:
 - (a) Hold a Five-year Professional License or above;
 - (b) Five years of teaching experience;
 - (c) Complete the school or district application process;
 - (d) Be selected by the school or district to attend state-sponsored mentor training; and
 - (e) Successfully complete state-sponsored mentor training.
5. Mentors will be assigned by the building principal whenever possible by subject area/grade level/department. Participation will be voluntary. A list of currently trained mentors will be provided to the WBEA President annually, upon request.

6. Mentors will be paid an annual stipend of \$500.00 for each participating resident educator supervised and will be provided two (2) half days of release time for observations and report preparation. Release time will be scheduled with the approval of the building principal. The cost for required training will be paid by the Board. Time for required training will be approved for administrative leave.
7. Mentors will keep a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.
8. The Resident Educator Program shall not replace the negotiated teacher evaluation system and will not be used to evaluate a resident educator.
9. Should the need for a Lead Mentor arise, the Superintendent will appoint at a stipend of \$500 for a period not to exceed one (1) year. If the number of Resident Educators exceeds five (5), the Lead Mentor shall be paid an additional \$50 annually for each Entry Year Teacher over five (5).

O. Criminal Background Check

The Board shall conduct a criminal records check of prospective new bargaining unit members in the manner prescribed by law at the applicant's cost. A new bargaining unit member shall be considered conditionally employed until the results of the criminal records check are received. If the new bargaining unit member has been convicted of or plead guilty to any of the offenses listed in R.C. 3319.39 he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The bargaining unit member in this situation shall not be entitled to any further due process from the administration or the Board.

ARTICLE VIII. BARGAINING UNIT MEMBER DISCIPLINE

Definition: Just Cause – For purposes of termination, just cause shall be subject to the requirements of R.C. 3319.16.

A. Steps for Bargaining unit member Discipline

It is important to all parties that bargaining unit members perform as expected and that a bargaining unit member discipline plan be clear and consistent. The steps of bargaining unit member discipline are:

- Oral reprimand
- Written reprimand
- Suspension
- Termination

Nothing herein shall preclude the Administration from issuing more than one oral or written reprimand.

B. Areas of Discipline

The general areas of discipline include:

1. Violations of reasonable regulations.
2. Improper conduct.

C. Definition of Due Process

Due process for suspension shall include: written notice of the nature of the offense; opportunity for the member of the bargaining unit to have a conference with the Building Principal, an opportunity for a hearing before the Superintendent; right of representation at such hearing by an individual of his or her choice; written disposition by the Superintendent within five (5) work days of the date of the conference; appeal within seven (7) calendar days to the Board of Education; the authority of the Board of Education to modify or vacate the disposition of the Superintendent. All disciplinary conferences related to suspensions shall be in executive session.

D. Purge of Files

Written reprimands shall be purged from the file if there has been no further recurrence of the offense in the subsequent three (3) years.

E. Oral Reprimand Procedure

1. Review of request, rule, order, or regulation will be made which is the basis for the disciplinary action.
2. The action or failure on bargaining unit member's behalf to comply with (1) above will be stated.
3. It will be stated that an oral reprimand or warning is being issued.
4. The expectation of the bargaining unit member will be emphasized.
5. Help will be offered.
6. It will be understood that failure to comply will warrant further disciplinary action.
7. A written note or anecdotal record will be made of date, time, and action on appropriate form and signed by the bargaining unit member and administrator.

F. Written Reprimand Procedure

1. Specific facts, such as date, time, and place, witnesses to, and actions of the individual will be stated.
2. The regulation, rule, conduct, procedure, or order violated or breached will be given.

3. Previous oral reprimands or warnings will be outlined.
4. It will be stated that this is a written reprimand.
5. The bargaining unit member will be given another opportunity to improve, with hopes and expectations of his/her doing so.
6. It will be stated that, if the bargaining unit member does not improve, he/she will be subject to further disciplinary action.
7. A copy will be given to the individual in person and a copy placed in his/her file.

G. Suspension

A certificated member of the bargaining unit may be suspended from his or her duties without pay or benefits for a maximum of six (6) days per school year, upon a determination by the Superintendent that the conduct of the instructor is detrimental to the goals and objectives of the West Branch School District. No suspension shall be imposed without due process.

H. Reservation of the Right to Terminate

Nothing herein shall preclude the Board of Education from action to institute contract termination proceedings pursuant to R.C. 3319.16 and R.C. 3319.161 when in the sole and exclusive discretion of said Board it is determined that such action is warranted.

ARTICLE IX - EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

- A. During the term of this agreement the Board is authorized to fill any certificated vacancy with an employee previously retired from the West Branch Local Schools. In addition, any vacancy for which no qualified application is received, may be filled with a previously retired certificated/licensed applicant (*i.e.*, retired from any other public school district in Ohio) subject to conditions provided below.
- B. For purposes of salary schedule placement, a previously retired teacher ("PRT") and/or a West Branch Retiree ("WBR") will be granted a maximum of year four (4) on the salary schedule upon initial employment. A PRT or WBR may not advance beyond year five (5) on the certificated/licensed salary schedule. PRTs and WBRs will be credited with all earned training/education for purposes of salary schedule placement. Any salary schedule placement determination as set forth above shall not be subject to the grievance procedure or otherwise challengeable and the parties expressly agree and fully intend that this provision will supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to Section 3317.13 of the Ohio Revised Code.
- C. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.

- D. WBRs who are eligible for service retirement and who provide written notice of retirement by April 1 of the year of service retirement shall, upon request, be hired by the Board under a two (2) year limited contract. Such contract will otherwise be subject to the provisions of this Article and will expire without notice of non-renewal at the end of the two-year period. No performance evaluations shall be required. WBRs who fail to provide notice of retirement by April 1st but who subsequently retire and seek re-employment with the Board will be treated as any other PRT for purposes of post-retirement employment.
- E. After expiration of the initial one (1) or two (2) year contract, PRTs and WBRs may be re-employed from year to year under limitations described in paragraphs C. and D., above, with Board approval, but shall not be eligible for continuing contract status.
- F. For purposes of Article V., Section J., Reduction in Force, PTRs and WBRs will not accrue seniority. WBRs shall not be subject to RIF during the initial two-year period of post-retirement employment.
- G. PRTs and WBRs shall be permitted up to five (5) days of paid sick leave and one (1) day of paid personal leave per school year. Additional days of absence, if any, will be unpaid. PRTs and WBRs shall not be eligible to participate in a contractual retirement incentive program, if any, the sick leave bank or for severance pay upon separation from employment. This provision supersedes R.C. Section 3319.141.
- H. PRTs and WBRs may participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees.
- I. Except as described in paragraph D., above, prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- J. PRTs and WBRs will not be assigned in a manner which prevents qualified pre-retirement employees from advancing within their discipline or being denied a voluntary transfer under terms of Article V, Section I.
- K. PRTs and WBRs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- L. The parties specifically agree that these provisions supersede and take precedence over any and all inconsistent or contrary state or federal statutes, laws and regulations, including but not limited to Sections 3313.17, 3319.11 and 3319.111 of the Ohio Revised Code and provisions of this negotiated agreement not specifically referenced herein.
- M. WBEA agrees to indemnify and hold the Board of Education harmless for any and all legal claims arising from the automatic rehire provision, if any, in paragraph D. of the Article throughout the life of this Agreement.

ARTICLE X. EFFECTS OF THE CONTRACT

A. Severability

1. Statutory Compliance

It is understood that this Agreement between the West Branch Board of Education and the West Branch Education Association is subject to, and shall operate within the framework of the statutes of the State of Ohio.

2. Validity of Contract

- a. Except where otherwise expressly stated herein, any provision or application of this Agreement which shall be found contrary to law shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- b. Such provisions or application of this Agreement which are or become contrary to law shall be renegotiated within 45 days of notification by either party of the finding.
- c. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and adopted by both parties.

B. Non-Discrimination

The Board shall not discriminate against any bargaining unit member on the basis of race, creed, color, religion, national origin, age, gender, handicap or marital status.

C. No Reprisals

There shall be no reprisals against any bargaining unit member for any action or statement made during the period this Master Agreement is being developed. A bargaining unit member who participates in any grievance shall not be subject to any reprisal because of such participation.

D. Present Policies and Practices

This Agreement shall supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with the terms of this Agreement. Provisions of the Agreement shall be incorporated by reference in the individual contract of bargaining unit members. If an individual contract between the Board and a bargaining unit member contains any provisions inconsistent with this Agreement, this Agreement shall be controlling.

E. Negotiation of Successor Contract

Negotiation of a successor Agreement between the West Branch Board of Education and the West Branch Education Association representing the certificated staff will begin in accordance with Article II, Section A, Initiation of Negotiations.

F. Consolidation or Transfer of the District

If bargaining unit members are transferred to another or new school district, the Board agrees that they shall notify the Association at the time that initial discussions take place. The Board agrees that the Association shall be given timely reports on the discussions to transfer the bargaining unit members.

G. Printing Master Agreement

The Board and WBEA shall the cost for printing the Master Contract between the West Branch Board of Education and the West Branch Education Association.

H. Duration

The terms of this Agreement shall be in effect from July 1, 2012, until Midnight, June 30, 2014.

The Parties to this Master Contract, signed this date, 9.26, 2012, as witnessed below:

FOR THE ASSOCIATION

Mike Helm
Its President

Abbas Milled
Negotiations Rep-

Tom DeHaven
Negotiations Rep-

Brenda Skay
Negotiations Rep-

Frank Edie
Negotiations Rep-

Al Nelson Jr.
OEA Consultant

FOR THE BOARD

Steve Ann
Its President

Dr. Susan R. Wey
Superintendent

Dan J. Stepan
Treasurer

Earl V. Tr
Team Member

[Signature]
Team Member

John F. Carroll
Team Member

copy P/L 3/30/12
K/L ↓

MEMORANDUM OF UNDERSTANDING
between the West Branch Classified Education Association and
The West Branch Board of Education

The West Branch Classified Education Association and the West Branch Board of Education ratified a new Master Agreement in June of 2011. The two-year agreement IS in effect from July 1, 2011, through June 30, 2013. After the signing and ratifying the agreement, a disagreement arose between the parties regarding a vision reimbursement program for Classified Bargaining Unit Members. To resolve the disagreement, **THE PARTIES AGREE AS FOLLOWS:**

1. Members of the West Branch Classified Education Association will be reimbursed up to \$400 for qualified vision expenses incurred from July 1, 2009, through June 30, 2012, as long as receipts for reimbursement are submitted to the Treasurer's Office no later than June 30, 2012. Commencing on July 1, 2012, The West Branch Board of Education will provide a comprehensive vision program through the Mahoning County School Employees Insurance Consortium. The Vision Program is known as SuperMed Vision and is administered through Medical Mutual. Details of services and costs are outlined on the attached pages to this MOU. Current monthly rates are also detailed. All Classified Employees who choose to participate in the SuperMed Vision Program will contribute 10 percent of the monthly premium. This will be done with pre-tax dollars through payroll deduction.

2. As of February 1, 2012, fourteen (14) Classified Bargaining Unit Members have received reimbursements in excess of \$400. This is a result of a misunderstanding between the WBCEA and the West Branch Board of Education at the time of the signing of the Master Agreement in June of 2011. To address this excess payment to fourteen (14) members of the WBCEA, **THE PARTIES AGREE THAT** any Classified Bargaining Unit Member who has received reimbursement for vision in excess of \$400 may keep the excess reimbursement and submit additional receipts for up to a total of \$533 for the time period from July 1, 2009, through June 30, 2013. Classified Bargaining Unit Members who choose this method of reimbursement **ARE** not eligible to participate in the Medical Mutual SuperMed Vision Program through the MCSEIC during the period of July 1, 2012, through June 30, 2013. Classified Bargaining Unit Members who have received reimbursements in excess of \$400 may participate in the SuperMed Vision Program as long as they return the amount of money in excess of \$400 before June 30, 2012. This can be accomplished through payroll deduction.


Mrs. Debbie Edwards, President WBCEA


Dr. Scott Weingart, Superintendent

Side Letter of Agreement between the West Branch Classified Education Association and the West Branch Board of Education

On July 1, 2011, The West Branch Board of Education and the West Branch Classified Education Association entered into a new Master Agreement for the period of July 1, 2011, through June 30, 2013. The WBCEA agreed to a pay freeze for each of their members at the member's 2011-2012 hourly rate of pay. The purpose of this side letter of agreement is to address the issue of longevity pay. The West Branch Board of Education agrees to honor any longevity pay that had been earned prior to July 1, 2011, and to recognize that as part of the employee's total annual remuneration. Any longevity pay that was earned after July 1, 2011, will not be added to the total annual remuneration of the employee throughout the time line of this two-year master agreement.

DR. Scott Weingart 5.3.12

Dr. Scott Weingart, Superintendent

Mrs. Debbie Edwards 6-07-12

Mrs. Debbie Edwards, WBCEA President

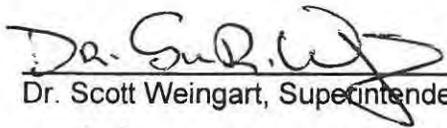
MEMORANDUM OF UNDERSTANDING

The West Branch Local School District Board of Education ("School Board") and the West Branch Classified Employees Association Association ("WBCEA"), are parties to a collective bargaining agreement ("Agreement") effective until June 30, 2012. The parties met on or about June 9, 2011, and reached the following agreements:

1. The collective bargaining agreement between the parties, effective July 1, 2009, to June 30, 2012, shall be considered null and void as of midnight June 28, 2011.
2. The parties to this agreement ratified a successor collective bargaining agreement, effective June 29, 2011 to June 28, 2013.

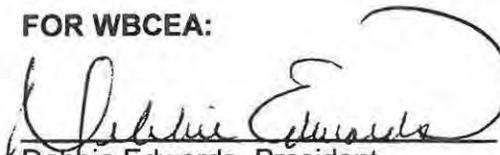
The foregoing represents the entire agreement between the parties.

FOR THE SCHOOL BOARD:


Dr. Scott Weingart, Superintendent

6/16/11
Date

FOR WBCEA:


Debbie Edwards, President

June 16, 2011
Date

**MASTER
AGREEMENT**

**Between the
West Branch Board of Education**

and the

**West Branch
Classified Employees Association**

June 29, 2011 - June 28, 2013

ARTICLE VIII. COMPENSATION AND FRINGE BENEFITS

8.01 Pay Schedules

8.011 Pay Increases

Effective July 1, 2011, the base salary shall be one percent (1%) over the 2010-2011 base salary.

Effective July 1, 2012, the base salary shall be the same as the 2011-2012 base salary. For the 2012-2013 school year, longevity pay and salary schedule increases as indicated the Index, if any, shall not apply.

* * *

8.05 Insurance

* * *

d. Payment Plan

During the 2011-2012 school year, Bargaining Unit Members shall contribute monthly premium payments based upon the plan selected: Low Plan; Core Plan; High Plan, as reflected below.

Premium	Employee	Employee + Spouse	Employee + Child	Family
Low Plan	60.79	127.66	103.35	170.20
Core Plan	40.73	85.54	69.25	114.06
High Plan	23.24	47.65	40.56	63.53

During the 2012-2013 school year, Bargaining Unit Members shall contribute monthly premium payments based upon the plan selected: Low Plan; Core Plan; High Plan, as reflected below.

Premium	Employee	Employee + Spouse	Employee + Child	Family
Low Plan	67.82	142.41	115.23	189.88
Core Plan	45.56	95.68	77.46	127.58
High Plan	25.43	53.42	43.24	71.22

- e. Subject to approval by the Internal Revenue Service (IRS), the Board will establish a comprehensive Section 125 Plan, at no cost to the bargaining unit members, to allow for non-taxable contributions as provided by law and to shelter all premium contributions for insurance plan participants.

8.056 Vision Coverage

During the term of this Agreement, June 20, 2011 through June 28, 2013, the Board shall reimburse an employee, up to a maximum of \$266.00 for eye examinations or corrective lenses purchased either for himself/herself or his/her dependant, as defined by the health insurance plan. For reimbursement to be payable, receipt(s) must be turned into the Treasurer's Office by June 28, 2013.

14.07 Duration

This Agreement shall remain in full force and effect from June 29, 2011 until twelve o'clock midnight, June 28, 2013.

This Agreement between the parties is entered into on _____ ,
and attested to by representatives whose signatures appear below.

copy BT W/UP/CL

MEMORANDUM OF UNDERSTANDING

The West Branch Local School District Board of Education (hereafter "Board") and the West Branch Education Association (hereafter "WBEA") have, in good faith, worked over the past eight months to negotiate a successor collective bargaining agreement to be effective from July 1, 2012 to June 30, 2014. A tentative agreement reached by the duly appointed bargaining teams was rejected by WBEA on or about August 20, 2012. The Board extended its last, best and final offer for a new negotiated agreement on August 27, 2012, which, on August 28, 2012, WBEA declined to approve. The Board thereafter implemented its last, best and final offer on September 6, 2012. In order to bring closure to the parties' collective bargaining issues, as noted above, the Board and WBEA agree hereby as follows:

1. WBEA accepts imposition of the Board's last, best and final offer for a successor collective bargaining agreement (hereafter "2012-2014 Agreement") which the parties agree is a valid and binding contract between the Board and WBEA. A copy of the 2012-2014 Agreement is attached as Exhibit A. Copies of the new collective bargaining agreement shall be distributed to the WBEA pursuant to terms of the 2012-2014 Agreement.

2. If additional state funding, in the form of funds commonly termed "supplemental guarantee payment(s)," in an amount not less than two hundred thousand dollars (\$200,000.00) in fiscal year 2014, pursuant to the provisions of Ohio Revised Code Title 33, as specifically referenced in paragraph 3, below, is made available to the Board for the 2013-2014 school year, the 2012-2014 Agreement will be amended to reflect that members of the WBEA bargaining unit shall receive one (1) full step on the negotiated salary schedule rather than the one-half ($\frac{1}{2}$) step provided by the 2012-2014

Agreement. The additional half step shall be payable after the Board's receipt of such supplemental guarantee payment, if any, but not later than the last scheduled pay period in June, 2014. It is understood that the payment of an additional one half step during the 2013-2014 school year, based upon increased revenue to the Board, is a one-time event.

3. Within ten (10) business days of receipt of notice from the Ohio Department of Education regarding receipt of additional state funding, referenced above, beyond what is currently projected in the Board's May, 2012, forecast and which specific funding is commonly termed a "supplemental guarantee payment" (based upon actual enrollment from the October count during the 2013-2014 school year), WBEA and the Board shall meet to discuss and determine all issues related to member payments.

4. The parties agree that the one-half step increase provided in the 2012-2014 Agreement, together with one-half step that may be provided, contingent upon additional funding, equals no more than one step on the negotiated salary schedule.

5. WBEA, on behalf of its members, affirms that President Mike Helm and members currently serving on the WBEA negotiating team, are authorized to enter into this Memorandum of Understanding and that such representatives have authority to bind WBEA to the terms set forth above.

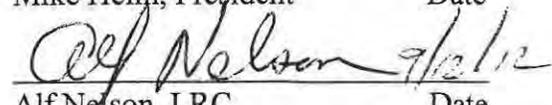
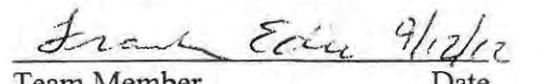
6. The Board, on behalf of its members, affirms that Superintendent Dr. Scott Weingart and members currently serving on the Board's negotiating team, are authorized to enter into this Memorandum of Understanding and that such representatives have authority to bind the Board to the terms set forth above.

7. The foregoing represents the entire agreement between the parties. The Board and WBEA, on behalf of their constituents, acknowledge they were each provided the opportunity to review this agreement with an attorney or advisor of their choice and

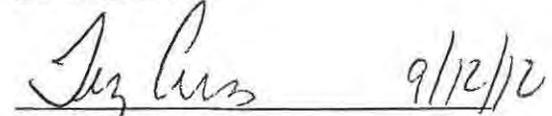
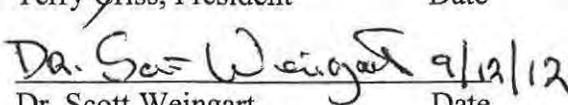
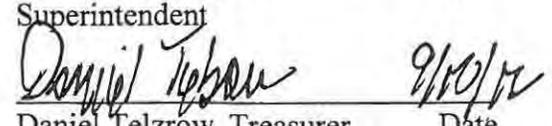
that the signatures, below, represent free and voluntary assent to the terms provided herein.

8. This Agreement shall constitute the final and complete understanding of the parties concerning these matters, and it is intended to fully resolve any and all disputes related the 2012-2014 Agreement. WBEA acknowledges that this Agreement may require a waiver of rights pursuant to the Ohio Revised Code and other applicable provisions of law.

**FOR THE WEST BRANCH
EDUCATION ASSOCIATION:**

 Mike Helm, President	9-12-12 Date
 Alf Nelson, LRC	9/12/12 Date
Ohio Education Association	
 Team Member	9/12/12 Date
 Team Member	9/12/12 Date
 Team Member	9/12/12 Date
 Team Member	9/12/12 Date

**FOR THE WEST BRANCH LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION:**

 Terry Criss, President	9/12/12 Date
 Dr. Scott Weingart	9/12/12 Date
Superintendent	
 Daniel Telzrow, Treasurer	9/10/12 Date
 Team Member	 Date
 Team Member	9/12/12 Date
 Team Member	9-12-12 Date

ACKNOWLEDGED:

Stanley Okachevsky, Esq.
Attorney for the West Branch Education
Association

Date



Helen S. Carroll, Esq.
Attorney for the West Branch Local School
District Board of Education



Date