



13-MED-05-0711
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10/02/2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

WASHINGTON LOCAL CLASSROOM TEACHERS ASSOCIATION

AND THE

**WASHINGTON-NILE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

**15332 U.S. HWY 52
WEST PORTSMOUTH, OHIO 45663**

SCIOTO COUNTY

August 1, 2013 – July 31, 2016

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ARTICLE 1 - RECOGNITION

- A. The Washington-Nile Local Board of Education (hereinafter referred to as the "Board" or "Employer") recognizes the Washington Local Classroom Teachers Association (hereinafter referred to as the "union") as the sole and exclusive bargaining representative for all regular full-time certificated personnel whether employed or on approved leave of absence under a regular written teaching contract in the district. Such sole and exclusive bargaining representation for the members of the specified bargaining unit shall be limited by both parties to salaries, hours and/or terms and conditions of employment. Substitutes, aides, tutors, non-certificated employees, principals, assistant principals, full-time athletic director, psychologists, administrative and supervisory staff are specifically excluded from the bargaining unit. Supervisory staff are defined as those employees who have the right to hire, fire, discipline, discharge, evaluate or recommend or participate in such action. The Board recognizes that union representation will include any newly-created certified position which is governed by the above given definition of the bargaining unit.
- B. The recognition granted herein shall be for such term as authorized by law and any challenge to such recognition shall be as authorized by Chapter 4117 of the Revised Code.
- C. It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization shall not be required as a condition of employment.

ARTICLE 2 - PROCEDURAL AGREEMENT FOR CONDUCTING NEGOTIATIONS

A. INITIATING NEGOTIATIONS

1. If either of the parties desires to commence bargaining on a successor agreement, it shall notify the other party, in writing, at least sixty (60) days, but no more than ninety (90) calendar days prior to the expiration of the current agreement. Notification in writing from the union shall be served on the Superintendent, acting as the representative of the Board, and from the Board shall be served on the President of the Union, acting as the representative of the bargaining unit. Written requests for professional negotiations shall include the following information:
 - (1) date the request was written;
 - (2) statement of purpose of the meeting(s);
 - (3) name, position, address and home phone number of the person to contact who represents the initiating party so that the two representatives may arrange a mutually satisfactory time for the initial negotiations meeting.

2. A written reply shall be sent by the receiving party within seven (7) calendar days to the official representative of the requesting party (the initiator of the original request). This communique shall include the following information:

- (1) date the reply was written
- (2) recognition of the request for a professional negotiations meeting;
- (3) the time, place and date of the previously, mutually agreed to initial negotiations session.

B. NEGOTIATIONS MEETINGS

1. The first negotiation session shall be held within fifteen (15) calendar days of the date the initial request of intent to bargain was received.
2. The first item of business will be the exchanging by both parties of negotiation proposals, written and in language suitable for inclusion in any final agreement. These initial negotiations proposals shall clearly note what current contract language has been modified or deleted and what new language has been added. Initial negotiations proposals shall enumerate Articles the same way as in the current contract; shall leave an Article out of the proposal package if there are no changes, additions or deletions to it; shall place all new articles at the end of the proposal package; and shall preserve the enumeration of provisions/sections within an Article, as much as feasible. Topical listings by either party of items proposed for negotiations, (i.e., "laundry lists") shall constitute a clear failure of compliance and may be disregarded. Once the parties have exchanged their fully written proposals, no new proposals may be introduced for consideration during the course of negotiations without the mutual consent of the parties. All tentative agreements reached by the parties shall be initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
3. All subsequent negotiation sessions shall be scheduled by the negotiating teams. Either party may request to know the time and place of the next negotiation session prior to adjourning the session that is in progress. Meetings shall be scheduled with the least interruption of the work schedules. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties in writing.
4. During negotiations, all counter proposals shall be written.

C. NEGOTIATIONS TIME LIMITS

1. Either party may call for a caucus of up to thirty (30) minutes.
2. Bargaining sessions shall last a maximum of three (3) hours.

3. Items under negotiations must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.
4. Any time limits established under this Article may be modified by mutual agreement of both parties.
5. Days shall mean calendar days unless specified otherwise.

D. REPRESENTATION

1. Each team shall limit its representation to no less than three (3) but not more than five (5) members unless otherwise agreed upon at the first meeting. Each team shall designate one chief spokesperson who shall make verbal response for his/her team members and be responsible for signing any tentative agreements. Signed, tentative agreements shall not be changed except by mutual agreement by both parties.
2. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations. The cost of such consultants shall be borne by the party requesting their services.
3. When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.
4. While no final agreement shall be executed without ratification by the union, and adoption by the Board, the parties mutually pledge their representatives will be clothed with all necessary power and authority to attempt to reach a mutually satisfactory agreement. If a proposal is unacceptable to one of the parties, that party is obligated to discuss the matter and give its reasons for the unacceptability of the other party's proposal. Neither party, however, shall be compelled or obligated to agree to or concede to any proposal or counterproposal.

E. INFORMATION

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. All information will be provided at no cost. Requests for financial documents must be submitted to the Treasurer at least three (3) days prior to the end of the month.

F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. During any phase of negotiations, including mediation, there will be no public releases of information to the media unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the releases prior to its dissemination.
2. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

G. AGREEMENT

1. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the union for ratification. Following ratification by the union, the Agreement shall be submitted to the Board. Upon official adoption by the Board, the Agreement shall be signed by both parties. The two chief negotiators shall then meet to make non-substantive organizational changes to the contract prior to its final typing and printing. Only agreed-upon changes will be implemented; if the chief negotiators disagree, the article/provision enumeration or location in the contract will remain the same and new articles will be placed at the end of the contract just prior to the "Duration of Agreement" provision.
2. It shall be the responsibility of the Board to type the final agreement. It shall be the responsibility of the union to print copies of the new agreement in booklet form. The Union and the Board shall split the cost (50/50) of printing the contract. The Board and Union shall distribute copies of the new agreement to the members of their respective groups.

H. DISAGREEMENT

1. If, after forty-five (45) days the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the terms of disagreement be submitted to the Federal Mediation and Conciliation Service (F.M.C.S.). If one party requests the services of a mediator, the other party will join in the written request.
2. The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
3. If after thirty (30) days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The Union shall have all the

rights granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

ARTICLE 3 - ORGANIZATIONAL RIGHTS

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

1. The building representatives of the union in each individual school will have the use of a bulletin board, mutually agreed upon between the union and the building principal, designated for union business.
2. The Union President or his/her designee shall be provided all agendas, minutes upon adoption by the Board, and other non-confidential public information made available to Board members at the time of the board meeting. The Union President or his/her designee shall be informed of any agenda changes.
3. A representative of the union or the building principal or his/her designee may make announcements concerning union activities on school building public address systems either at the beginning or the end of the school day.
4. With the prior notification to the building principal, a union representative may make a ten minute announcement during school faculty meetings.
5. With the prior approval of the building principal and/or the Superintendent, the union may use the school building(s) for meetings during non-school, non-working hours without fee. Such meetings shall not interfere with any previously authorized activity in said building. If such use involves additional custodial services, custodial overtime or other costs such as damages or breakage, the union shall reimburse the Board for all costs involved within seven (7) calendar days of incurring such costs.
6. The names, addresses, and telephone numbers of newly employed, full-time regular bargaining unit members shall be provided to the Union President prior to the beginning of the school year with the permission of the individual(s) involved.
7. The President of the Union and/or a designee and/or the consultant of the union may visit schools during lunch period, preparation period, and/or non-working hours. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the principal or in his/her absence, the acting building administrator, permission to make the visit. Such visitation shall not interfere with the operations of the school system or with the employment responsibilities of the individual bargaining unit member being contacted.

8. Visits made to discuss special problems of individual bargaining unit members with the principal must be arranged in advance with the appropriate building principal and/or the Superintendent.
9. With the prior approval of the building principal, the union building representatives may use the individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is otherwise not in use.
10. All equipment will be checked as to condition by the building principal or his/her designated representative and the union building representative prior to its use so that in the event of damage or breakage, the union will be responsible to repair or replace at pro-rated market value. Supplies in connection with such equipment used will be furnished or paid for by the union.

11. ASSOCIATION LEAVE

Upon notice in writing to the Superintendent no less than three (3) work days in advance of such leave, officers and/or representatives shall be granted a maximum collective total of six (6) days of leave with pay to be used to conduct Association business. The Board shall not pay any cost for such leave other than the members regular pay and the per diem of a substitute, if applicable.

12. FAIR SHARE FEE

- A. Fair Share Fee shall be an exclusive right conferred upon the union as the exclusive bargaining agent. Each bargaining unit member upon employment and reemployment, shall annually

EITHER

1. Sign and deliver to the Union an application for union membership, and unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Union an authorization to the Board for payroll deduction of union membership dues. Such payroll deductions shall begin the second pay of October and continue for twenty (20) consecutive payments.

-OR-

2. In lieu of becoming a member of the Union, the Board shall check-off and deduct from the wages of the bargaining unit member and pay to the Union an annual fair share fee.

- B. All contracts of employment for positions in the bargaining unit shall contain the following language:

"This contract of employment is subject to the Master Contract between the Board and the Union, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become, or remain, a member of the Union, pay to the Union the lawfully prescribed annual fair share fee for service and benefits to be conferred upon me by the Union directly attributable to its representation as my exclusive bargaining agent during the term of my employment by the Board."

- C. The President of the Union shall certify to the Board Treasurer the amount of the fair share fee by September 30th.
- D. The Board upon receipt of the certification of the amount of the fair share fee shall begin payroll deduction of the fair share fee from the pay of every bargaining unit member that is non-member of the Union and is currently employed in the bargaining unit. The fair share fee shall be deducted in bi-weekly payments beginning with the first pay after January 15th. The Board shall transfer such fair share fees to the Treasurer of the Union within five (5) working days of deduction. The failure or refusal of the Treasurer to deduct the fair share fee shall not relieve the employee of his/her liability to the Union for the amount of the fair share fee.
- E. Upon the effective date of this Agreement, the Board and Union shall jointly notify, in writing, each bargaining unit member of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this agreement. The Board shall payroll deduct the fair share fee in accordance with this Section of this Agreement and the association shall advise each member of the bargaining unit of his/her right to challenge the amount of said fees in accordance with federal law and as required by Section 4117.09(C) of the Ohio Revised Code.
- F. The association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the fair share fee has been established and will be given to each member of the bargaining unit who does not join the association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- G. The union will indemnify, defend and hold harmless the Board, its members, officers and employees from any and all claims, liability and expense including punitive damages, arising out of or related to the deduction and payment to the Union of the Fair Share Fee provided the Board acted in good faith compliance with the fair share provision of this agreement; however, there shall be no

indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order or administrative agency having authority over the Board of Education).

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. The primary purpose of the grievance procedure shall be to obtain at the lowest administrative level possible, solutions to grievances which may arise.
- B. A grievance is defined as a complaint limited to an alleged violation, misapplication, or misinterpretation of the written provisions of the negotiated agreement between the Union and the Board.
- C. A grievant is an individual member, or group of members of the bargaining unit, or the union, alleging a violation, misinterpretation or misapplication of a written provision of this negotiated agreement. A group grievance shall have arisen out of identical circumstances affecting each member of said group. Each member of a group grievance shall sign the grievance report form.
- D. A decision on a grievance applies to all employees in the group and each shall be given a copy of the decision. An employee may withdraw, in writing, from a group or individual grievance anytime; however, he/she then waives any right to initiate the same or a substantially similar grievance. The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal, shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.
- E. A grievant, witness or any other individual employed by the Board participating in a meeting or hearing conducted during such employees regular duty day, shall be released from his/her duties only upon the determination by the Arbitrator that such individual is a necessary party whose presence is required at those times expressly authorized by the Arbitrator (excluding the President).
- F. A day shall be defined as days that the Superintendent's office is open for business.
- G. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- H. **INFORMAL PROCEDURE**
 - 1. A bargaining unit member having a grievance shall first attempt to resolve it informally with his/her immediate supervisor within twenty (20) days of the date the grievant knew or should have known of the event or condition upon which the grievance is based. In meeting with his/her supervisor, the grievant shall inform the supervisor that he/she wishes to discuss a complaint upon which a formal grievance may be filed.

2. Should the grievance not be resolved informally within five (5) days, the grievant shall have the right to file a grievance at Step One.
3. A grievant may be accompanied at all steps of the grievance procedure by a representative of the Association.

I. FORMAL PROCEDURE

Any member or group of members using the grievance procedure, excluding the Informal Step, shall have the right to be represented by a person of his/her/their choosing. The union shall have the right to evaluate any formal grievance for verification that it is an acceptable grievance under the terms of the written agreement.

STEP ONE

1. Within five (5) days after the response from the immediate supervisor at the Informal Level of the grievance, the grievance will be reduced to writing, on a form provided by the Board, and the grievant will present it to his/her immediate supervisor. Such form shall be in compliance with the substantive requirements of this procedure.
2. The Grievance Form shall be dated and initialed by the immediate supervisor upon receipt.
3. Within five (5) days after the grievance is submitted, the supervisor will discuss the grievance with the employee involved and attempt to resolve it. Discussions at this step and any further step shall be confined to the issues as written and stated on the Grievance Forms; and to the relief sought. The supervisor may be accompanied by a person of his/her choice.
4. Within five (5) days after this meeting, the supervisor will state his/her decision, in writing, on the Grievance Form and provide a copy to the grievant.

STEP TWO

1. If the grievant is not satisfied with the decision concerning his/her grievance made at Step 1, the bargaining unit member may within five (5) days of receipt of the immediate supervisor's decision, request the supervisor to forward the grievance to the Superintendent. The superintendent shall schedule a hearing within five (5) days of receipt of the grievance or at a mutually agreed to time, and shall notify the grievant of the time and place of such hearing. The Superintendent and/or his/her designated representative will conduct the hearing. The designated representative may be an outside consultant not in the employ of the Board. At his/her discretion, the Superintendent may request other administrators to attend this hearing.
2. Within five (5) days after such hearing, the Superintendent shall notify the grievant of the decision in writing.

STEP THREE

1. If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Such request for arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied, and the remedy sought. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent or his/her designated representative and the grievant or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected. If the parties cannot agree on the selection of the arbitrator, either party may request a second list of seven (7) names which may be selected by the alternative strike method and notified in accordance with the rules of the AAA. The toss of a coin shall determine who strikes first.
2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the advisory rules and regulations of the AAA.
3. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein and any remedy granted shall be strictly fashioned to further the express intent of the parties to this Contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion in reaching his/her decision.

MISCELLANEOUS

1. All hearings shall be conducted in closed sessions.
2. The costs for the services of the arbitrator including his/her per diem expenses, if any, shall be borne equally by the Union and the Board.
3. The arbitration hearing shall be held at such time as designated by the arbitrator.

4. In the event the union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expenses incurred thereafter in such proceeding.

ARTICLE 5 - LABOR-MANAGEMENT RELATIONS COMMITTEE

1. The Labor Management Relations Committee shall be made up of twelve (12) members. The Superintendent will designate six (6) members of the administration to serve on the Labor Management Relations Committee; the Union President will designate six (6) bargaining unit members to serve on the Committee, three of which must be bargaining unit members instructing in grades K-4 and three of which must be bargaining unit members instructing in grades 5-12. The Superintendent and the Union President alternately shall chair the Committee but shall place on the agenda any items submitted for consideration by either side. The side that chairs will also be responsible for appointing a member of their teams' side to be designated recorder for the meeting, with minutes to be emailed to the Superintendent and the union president.
2. The committee shall meet as needed during the school year, on the agreement of the Superintendent and the Union President. Meetings shall be called by the Superintendent at his/her own initiative or upon notice to the Superintendent by the Union President. Each request for a meeting shall stipulate an agenda of items to be discussed. If neither side has requested a meeting by October 1, then a meeting will be scheduled to discuss the upcoming years' school calendar and scheduling of topics such as parent-teacher conferences and certain holidays or events that are unique to the district. Any decision of the LMRC is not binding; the committee has no decision-making authority. All meetings shall be held on non-working, mutually agreed to times and shall not exceed one (1) hour unless both parties agree to an extension.
3. The purpose of the committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussion held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or amendments to the Agreement.
4. Minutes of the meetings, including the recommendations made and decisions reached, will be placed in writing and emailed to the Superintendent and the Union President.

ARTICLE 6 - PAYROLL PROCEDURES AND DUES DEDUCTIONS

1. There shall be twenty-six (26) pays per fiscal year. Every six (6) to seven (7) years, when necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid twenty-seven (27) pays in that year. Unit members will be notified three (3) months in advance of when the three (3) week pay period will occur.

- a. Bargaining unit employees hired after July 1, 2006, shall be paid via direct deposit. Bargaining unit members hired prior to July 1, 2006 will have the option to be paid by check or by direct deposit. The bargaining unit member may have his/her pay direct deposited into two (2) accounts, if requested.
 - b. Bargaining unit members will be allowed to opt out of the direct deposit at the beginning of each school year. But in the case of change in marital status, the bargaining unit member may opt out at anytime.
 - c. For employees who select payment by check, no checks may be picked up early to accommodate vacations or leaves. When a regular pay day occurs within a vacation period, the paycheck will be mailed to the residence of the bargaining unit member.
 - d. In the event of a computer problem, all the payroll may have to be paid in check form to meet the payroll date.
2. When a regular pay day occurs within a vacation period during the school year, pay checks shall be mailed to the residences of the bargaining unit members.
 3. Deductions for dues to the United Teaching Profession shall be continuous unless notice of revocation is given to the Treasurer of the Union and the Treasurer of the Board no later than October 1st of the current contract year. Such deductions shall be made in twenty (20) equal payments, commencing with the second pay of October. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Union agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedures.
 4. Deduction of yearly dues and/or fees may be authorized for payroll deduction to the Board Treasurer by members of the bargaining unit for the following entities. The Treasurer shall not be required to initiate or maintain any deduction for which a minimum of five (5) people are not participating.
 - a. Washington Local Classroom Teachers Association
 - b. Ohio Education Association
 - c. National Education Association
 - d. Southeastern Ohio Education Association
 - e. Departments of the Ohio Education Association as found on their yearly enrollment form
 - f. Health Insurance

- g. Credit Union
 - h. Cancer Insurance from Capital Insurance, American Fidelity or American Family
 - i. Tax Sheltered Annuities from I.D.S., Edward Jones, American General, American Fidelity, PPS, ING Reliastar Life or Pioneer
 - j. Disability Insurance from American Fidelity
 - k. American Fidelity Insurances, Cincinnati Life, Optional Life from Sun Life.
 - l. Ohio Tuition Trust
 - m. Payments to STRS as well as SERS in order to purchase service credit
 - n. Ohio Education Association for Children and Public Education (FCPE)
 - o. SOMC Life Center Dues
 - p. Christmas Club – Wes Banco
 - q. Ohio Public Employees Deferred Compensation Program and Ohio Association of School Business Officials 457 Deferred Compensation Plan, ING
 - r. Red Cross
5. The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms.
 6. Except for Union dues, all other deductions shall be made equally from twenty-four (24) to twenty-six (26) pays, except for two (2) times per year when there are three (3) pays in a month. In that case, no employee deductions may be taken from the third pay.

ARTICLE 7 - PERSONNEL FILES

1. There will be established and maintained one (1) official personnel file for each bargaining unit member of the school district. Such personnel file will be maintained in the office of the Superintendent. However, all economic records will be held in the office of the Board Treasurer.
2. Personnel files shall be open to inspection upon reasonable request and advance notice to the Superintendent's office. Access to personnel files shall be in accordance with ORC 149.43, which deals with public records. The bargaining unit member may be accompanied by another individual of his/her choice when viewing his/her personnel file. Upon the discretion of the

Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee and nothing contained therein shall be removed without the express written consent of the Superintendent.

The Board shall protect the confidentiality of the bargaining unit member's personnel file to the fullest extent of the applicable law. When a request is made to view a bargaining unit member's personnel file, the Administration will attempt to immediately notify the employee of the request. If it is possible, the member may be present in the Superintendent's office when the material is being copied or presented to the requested party.

3. When a teacher believes that certain material in said teacher's official file is irrelevant, inappropriate, untimely or false, the member shall request in writing an investigation by the Superintendent. If the Superintendent disagrees in whole or in part, the member shall be granted the right to file a grievance at Step Three of the grievance procedure. The grievant shall show cause why such material is irrelevant, inappropriate, untimely or false. The cost of such arbitration shall be paid by the party which fails to prevail. Nothing herein shall authorize the filing of a grievance to challenge the substance of an evaluation and/or reprimand except as may be authorized elsewhere in this Agreement.
4. If a bargaining unit member feels that any material included in his/her personnel file is derogatory to his/her conduct, service, or character he/she shall have the right to respond to it in writing and have a copy of said statement attached to the material in the official file.
5. A bargaining unit member may submit letters of merit which shall be placed in his/her personnel file.
6. Upon written request, a bargaining unit member will be entitled to a copy, at ten cents (10 cents) a copy, of any material in his/her file.
7. All materials placed in the personnel file of a bargaining unit member shall be stamped as to the date the item was placed in the file. A copy of any material reasonably considered as being derogatory shall be presented to the employee within a reasonable time of its placement in the file.
8. Anonymous letters or materials shall not be placed in a bargaining unit member's file, nor shall they be made a matter of record.
9. The good faith failure to comply with the provisions herein shall not preclude an otherwise lawful use of such materials as may be contained in said file.

ARTICLE 8 - VACANCY, ASSIGNMENT, TRANSFER

1. Definitions

- A. **VACANCY** - A vacancy is an opening in the district for which a member of the bargaining unit is licensed and meets the minimum qualifications for the position.
- B. **ASSIGNMENTS** - Means the subject area, grade level and the building in which member is presently assigned.
- C. **VOLUNTARY TRANSFERS** - A change in a teaching position from one building to another building at the request of the member. Members may ask for a transfer in areas in which they are certified.
- D. **SENIORITY** - The length of continuous service as a licensed employee under regular contract in this district.

2. Vacancy - Bargaining Unit Position

- A. As vacancies become known to the Superintendent and/or the Board, which are determined to be filled, they will be posted on the bulletin board of each school building's administrative office. Any unit vacancy that occurs during the school year, which has been determined to be filled based upon need for the position in the following school year, shall be posted no later than May. The posting shall contain the following information:
 - a. the specific position(s) available, i.e. grade level, subject matter, job title
 - b. the requirements and qualifications for the job
 - c. the minimal application deadline
 - d. the anticipated starting date
 - e. any additional information considered by the administration to be pertinent to the job
- B. All bargaining unit vacancies shall be posted in all buildings for seven (7) working days. During the summer months, such postings shall be for ten (10) days. The President of the Association shall be given copies of all such postings and during the summer months informational copies of such postings shall be mailed.
- C. Current members of the bargaining unit, who timely apply, shall be given first consideration for employment in posted positions. For each such position, the bargaining unit member must submit a separate, new, written application. Such applications must be submitted to and verified by the central office staff by 4:00 p.m.

within seven (7) working days of the original posting date. If the Superintendent is not satisfied with the qualifications of those who applied during the seven (7) day posting period, applications for the vacancy may be solicited or accepted from others inside or outside the bargaining unit. If a bargaining unit member is licensed for the position and applies, the bargaining unit member will be given an interview.

- D. Such vacancies shall be filled on the basis of the bargaining unit members qualifications for the position, as determined by the Superintendent, which will include current licensure and experience. If one or more candidates are equally qualified in the sole and exclusive opinion of the Superintendent, the candidate with the most seniority as defined herein shall be granted the position.
- E. In filling the vacancy under this section, an interview committee will be established that will include an association appointed bargaining unit member representative, an administrative appointed teacher representative, interested community member, applicable administrator(s), administrative appointed personnel that have the expertise and may be involved with the responsibilities or assignments of the teaching position in question, and Board of education member(s). Not every committee will require each type of representation. Prior to the committee interview, a bargaining unit member representative and administration will screen applicants. The committee will participate in any interviews and will make a consensus recommendation to the Superintendent. (Supplemental positions are exempt from this provision.)

3. **Vacancy - Administration Position**

- A. Vacancies for administrative positions outside the bargaining unit, which are to be filled, shall be posted for the information of the members. The posting of such vacancies shall be for a period of at least seven (7) days and contain the following information:
 - a. the position(s) available
 - b. the requirements and qualifications for the job
 - c. the minimal application deadline
 - d. the anticipated starting date
 - e. any additional information considered by the administration to be pertinent to the job
- B. During the summer months, the President of the Association shall be given copies of such posting and informational copies shall be included in the members' pay envelopes.

4. Assignments

- A. Should a change in assignment between buildings and/or grade levels be anticipated, the principal or Superintendent will inform the bargaining unit member concerned, prior to the end of the duty year for bargaining unit members. At the bargaining unit member's request, the principal or Superintendent will meet with the individual to discuss the proposed change.
- B. If an assignment is made after the duty year for bargaining unit members, such member shall be notified in writing of such change and the reasons for the change in assignment. Upon request, the member shall be granted a conference with the Superintendent to discuss the change. Such members shall be granted the right of representation at such conference. No teacher shall be assigned to a position for which he/she is not licensed.

5. Transfers

- A. A bargaining unit member shall have the right to request transfer from building to building or a change in assignment, by making a formal written request to the Superintendent no later than June 1st of the current school year.
- B. If the transfer request is not honored by the Superintendent, the bargaining unit member shall be given reasons as to why the voluntary request for transfer is denied, if the bargaining unit member so requests.
- C. Further, the request for voluntary transfer shall be kept on file for at least one (1) year.

6. Reservation of Rights

Nothing within this Article shall preclude the Superintendent's right to transfer under 3319.01 ORC; nor the Board's right to determine when a vacancy exists, and whether or not to fill such vacancy, as long as the provisions as set forth in this contract are followed.

7. Limitation on Posting

The provisions of this section shall not be applicable to fill a vacancy created by the promotion, transfer, or assignment of a member by reason of the implementation of these provisions (i.e., the vacancy created by the appointment or assignment of a member to a vacancy).

8. Nothing herein shall preclude the Superintendent from hiring a candidate from outside the bargaining unit.

9. Bargaining unit members who satisfy posting requirements and timely apply for teaching positions and who are employed for such positions will be notified in writing by the school administration.

ARTICLE 9 - LENGTH OF THE SCHOOL DAY AND YEAR

1. The length of the regularly scheduled school day for members of the bargaining unit shall be no longer than seven and one half hours. Faculty meetings, special conferences and no more than nine (9) additional professional responsibilities that take more than one (1) hour (i.e. evening programs which cannot be handled during the normal work day) are specifically excluded from the above provision.
2. Each member of the bargaining unit shall have a thirty (30) minute uninterrupted, duty-free lunch. The providing of the thirty (30) minute lunch period shall not be cause for lengthening of the school day.
3. The length of the regular school year for members of the bargaining unit shall be 183 days. The 183 days shall be divided as follows:

2 days for parent conference
2 days for teacher meetings
1 day for in-service

It is understood by the parties that the above does not include extended service nor negate the responsibility of the Board to adhere to statutory and State Board of Education requirements with respect to this article.

Should the Board adhere to such requirements, the base salary shall be adjusted on a per diem rate (i.e. two additional days would be the base salary of BA divided 183 x 2 days added to the BA equals the new base). However, if the state does not totally finance the extension of the school year then the parties shall reopen negotiations on the teacher base salary only.

ARTICLE 10 - PARENT-TEACHER CONFERENCE TIME

Unless otherwise required by state law or regulation, a maximum of two (2) full student days per school year shall be scheduled for parent/teacher conferences as determined by the administration.

Parent-teacher conference days will be scheduled in the fall and spring of each school year. Parent-teacher conference time will follow early student dismissal and will last 5 ½ hours.

ARTICLE 11 - SCHOOL PROCEDURES

The building principal shall, at the beginning of the school year, provide his professional staff members with copies of that school's written procedure of operation. Any alterations in that school's written procedures shall be provided by the building principal as soon as they occur.

ARTICLE 12 - SEQUENCE OF LIMITED CONTRACTS

Limited regular teaching contracts shall be issued in the following order:

1. Upon initial employment, the first Limited Contract may be for one year.
2. Upon renewal for the first time of a teacher's regular Limited Contract, a Limited Contract of two (2) years shall be offered.
3. Upon Board approval, the third and subsequent Limited Contracts offered a teacher shall be for three (3) years. Based upon performance as determined by evaluation, a contract of two (2) years may be offered.
4. A teacher who has attained statutory requirements for continuing contract status may be offered a continuing contract at the end of the existing Limited Contract.
5. The Board, at its option, may interrupt this order of issuing contracts at anytime and issue a one-year limited probationary contract. This interruption is limited to the extent that the one-year probationary contract must be issued with specific reasons and a detailed plan for improvement. Upon completion of this one-year probationary contract and upon reemployment, the member shall receive the next multi-year contract listed in the above sequence.

ARTICLE 13 - CONTRARY TO LAW

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within ten (10) days by demand of either party.

ARTICLE 14 - COMPLAINTS AGAINST PROFESSIONAL STAFF MEMBERS

- A. Any and all anonymous information and/or complaints against a bargaining unit member shall not be used in evaluations, discipline, decisions of assignment, or in any way be made a matter of record unless an infraction was deemed to be proven through independent verification. Any complainant who is not willing to have his/ her name disclosed to the staff member, after it is deemed worthy of a full investigation, will be informed that no further investigation or action, except as legally required, will be taken by the administrator or the Board.
- B. Whenever a complaint is made by a student, parent of a student, or any member of the public concerning a bargaining unit member, the building principal will inform the bargaining unit member of the complaint within two work days. The principal shall inform the bargaining unit

member of the nature of the complaint and the complainants' name along with a copy of any written complaint (if available) at the time of notification unless doing so would hinder an investigation being conducted by an outside agency.

- C. A meeting with the appropriate administrator and the bargaining unit member will be scheduled at a mutually convenient time to discuss the complaint. The complainant will be invited to this meeting.

If the complaint cannot be resolved to the satisfaction of all parties at the principal level, then the matter, along with the copy of the written complaint, will be presented to the Superintendent. Within one (1) week, there will be a meeting scheduled with all parties affected to try to resolve the issue.

- D. If, at the superintendent level, the complaint has not been resolved to the satisfaction of both the bargaining unit member and the complainant, then either party may elect to forward the complaint to the Board level. All discussions at the Board level will be heard in executive session. At the conclusion of the Board level, a written determination will be sent to the bargaining unit member and the complainant.
- E. There will be no documentation of any complaint placed in the bargaining unit members' personnel file unless there was disciplinary action taken in accordance with the current collective bargaining agreement.
- F. The bargaining unit member may request and shall have the right to be represented by a WLCTA member of his or her choosing at any step in the complaint procedure when disciplinary action is being contemplated against the member.

ARTICLE 15 - TEACHER DISCIPLINE

- A. No bargaining unit member will be disciplined without just cause. Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. The purpose of progressive discipline is to give the bargaining unit member an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases, progressive discipline gives an employee opportunity to correct behavior
- B. Privacy of the reprimand: No employee will be verbally reprimanded in the presence of any other employee, students, parents of students, or any non-certified employee.
- C. The following system of progressive discipline will normally be followed:
 - 1. Verbal warning – Documented verbal warning (Appendix B) and a conference with the building administrator, during which the administrator will notify the bargaining unit member that this step initiates the discipline procedure. The memorandum will not be placed in the bargaining unit members' personnel file. At least 24 hour

advanced notification of the meeting will be given which may be waived with the mutual agreement of the bargaining unit member and administrator.

2. Written reprimand – Written reprimand and conference with the building administrator. This written notice will be placed in his/her personnel file. The bargaining unit member will be informed that if there are repeated violations this will result in further disciplinary action. At least 24 hour advanced notification of the meeting will be given which may be waived with the mutual agreement of the bargaining unit member and administrator.
 3. Suspension without pay – Suspension by the Superintendent without pay, with written notice of such and a conference with the Superintendent. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/ or possible recommendation for termination.
 4. Termination – Termination in accordance with Section 3319.16 of the Ohio Revised Code.
- D. The severity and relevant circumstances surrounding the bargaining unit member's action(s) will determine the appropriate discipline, and it is recognized that one or more of the preliminary steps preceding termination may be bypassed in a particular case.
- E. Upon request, an Association representative will be permitted to attend any investigatory interview of a member when disciplinary action is being contemplated against the member. If the bargaining unit member chooses not to have Association representatives, any agreement reached between the bargaining unit member and the administration will not be precedent setting.
- F. Any disciplinary action in excess of written reprimand, other than termination, may be appealed through the grievance procedure.
- G. No reprisal of any kind shall be taken against any participant in the Progressive Discipline procedure.

ARTICLE 16 - PREPARATION AND CONFERENCE TIME

1. The term "preparation and conference time" shall mean work time during the members of the bargaining unit's duty day, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any teacher-related duties, i.e., for planning related to their educational responsibilities; for parent-teacher conferences; for meetings and conferences with other bargaining unit members, department chairpersons, and/or members of the administration.
2. All bargaining unit members shall be provided with a minimum of 220 minutes of planning conference time per week. All elementary bargaining unit members shall receive their 220

minutes during the 7-1/2 hour work day. This time shall not increase the work day in any way whatsoever. Elementary bargaining unit members shall have no fewer than forty (40) consecutive minutes three (3) times per week. Planning conference time shall not include anytime which involves the bargaining unit member being assigned students. The provisions of this sub-section may be suspended in any work week of less than thirty-seven and one-half (37-1/2) hours.

3. The bargaining unit member teaching in grades 5-12 shall be provided with a daily preparation period. Such preparation period shall be at least forty (40) minutes.
4. When a substitute is not available, all coverage of other bargaining unit member's classes will be voluntary. There will be no reprisals for failure to volunteer.
5. The high school administration will attempt to assign intervention classes during bargaining unit member's planning time on an equitable basis.

ARTICLE 17- TEACHER EVALUATION

1. The Board of Education has adopted a policy in accordance with the Standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011.

That policy was established by a joint committee of administrators and bargaining unit members. It is the intent of this committee to hold this section of the collective bargaining agreement in line with the Board's policy. If there is a time where any procedure set forth in the policy needs to be changed or adapted, that change will be made by and jointly agreed to by this established committee, with no member being allowed more voting power than anyone else on the committee.

2. Evaluation Timeline:

- a. Observations:

1. One observation will occur during the first semester of school and the second will occur during the second semester of school.
2. Each observation will be at least thirty (30) minutes in length.
3. No observation can occur two days before or two days after any break that is longer than three (3) days in length. Observations must not begin until after Sept. 15 of any given school year.
4. The observation form is included in the Board policy and in APPENDIX C.

b. Evaluations:

1. Each evaluation shall include: 1) two (2) cycles of formal observations of at least thirty (30) minutes in length; and 2) periodic classroom walkthroughs (a minimum of two) by the evaluator.
2. All teacher evaluations will be completed by the first day of May and each teacher subject to an evaluation shall be provided a written copy of the evaluation results by the tenth (10) of May.
3. At least three formal observations of each teacher shall be required when the teacher is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Ohio Revised Code Section 3319.11.
4. Evaluators:
 - a. Each evaluator must be credentialed by ODE and have passed the credentialing assessment.
 - b. The evaluators for Washington-Nile will be either: the Superintendent, Building Administrator (Principal or vice-principal) of the building in which the bargaining unit member works, curriculum director in grades which that person has direct contact, or special education coordinator if he/she is the direct supervisor for that bargaining unit member.
 - c. If a bargaining unit member is under the supervision of more than one administrator, each administrator will conduct an observation and classroom walkthroughs for that particular observation.
 - d. In the case of an emergency for any of the above evaluators, and the other evaluators are unable to perform the necessary evaluations, the administration and the evaluation team will meet to discuss, develop a list and schedule outside evaluators that are qualified or credentialed to take the place of the Washington-Nile evaluator.
5. Classroom Walkthroughs/Informal Observations:
 - a. A classroom walkthrough (CWT)/informal observation is a:
 1. tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits lasting of no more that 10-15 minutes;
 2. process for giving targeted evidence-based feedback to teachers, and;

3. means for principals to visit classrooms more frequently and purposefully.
 4. The CWT form will be given after every CWT. See APPENDIX C.
- b. A classroom walkthrough/informal observation is NOT:
1. formal observation;
 2. “gotcha” opportunities for supervisors or evaluators;
 3. isolated event;
 4. shortcut to the observation protocol required as part of the teacher evaluation process;
 5. performed arbitrarily;
 6. and must be in full sight of the classroom teacher.
5. Pre and Post-conference meetings:
- a. Pre-conference and Post-conference meetings will be held no more than three (3) days prior to the formal classroom observation. If the observation has not occurred within those three (3) days due to unforeseen circumstances, the bargaining unit member and the evaluator will reschedule the observation.
6. Professional Growth and Improvement Plan:
- a. Professional growth plans (PGP) help teachers focus on areas of professional development (PD) that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year. (The PGP is intended to be one academic year in duration and may support the goals of the IPDP. The PGP is not intended to replace the IPDP.) The professional growth plan and process includes feedback from the evaluator as well as the teacher’s self-assessment, and the support needed to further the teacher’s continuous growth and development. PD should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher’s area for growth as identified in the teacher’s evaluation. The evaluator should recommend PD opportunities, and support the teacher

by providing resources (e.g. time, financial). The growth plan should be reflective of the data available and include:

1. identification of areas for future professional growth;
2. specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;
3. outcomes that will enable the teacher to increase student learning and achievement.

b. Improvement Plan

1. Teachers who meet "below expected" levels of student growth must comply with an improvement plan developed by their credentialed evaluator for the evaluation cycle.
2. The improvement shall contain the following components:
 - a. Improvement Plans (IP) are developed for a teacher by their evaluator in response to ineffective ratings in performance and/or student growth. The IP is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. A plan of improvement may be initiated at any time during the evaluation cycle by the teacher's assigned evaluator based on deficiencies in performance as documented by evidence collected by their evaluator. When an IP is initiated by their evaluator, it is the responsibility of the evaluator to:
 1. identify in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
 2. specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
 3. develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;

4. determine additional education or PD needed to improve in the identifies area(s)
 5. gather evidence of progress or lack of progress.
 3. A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the regular evaluation cycle shall resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator/evaluator may reinstate the improvement plan with additional recommendations for improvement or take steps necessary to recommend dismissal.
 4. These forms are attached as APPENDIX C.
 7. Testing for Teachers in Core Subject Areas:
 - a. Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "ineffective" on evaluations for two of the last three years. "Core subject area" means reading and language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.
 8. Retention Decisions:
 - a. The Board will use evaluation results for retention. The Board has adopted procedures for use by district administrators (APPENDIX C) in making retention based on educational results stemming from observations, walkthroughs, evaluations, students growth measures (after three years of data for that teacher has been collected), pre- and post-conference discussions.
 - b. Seniority shall not be the basis for retention , except when choosing teachers with comparable evaluations.
 9. Removal of Poorly-Performing Teachers:
 - a. Teachers of core subject areas as defined by state law, who have received a rating of "ineffective" for two or three of the most recent school years must register for and take all written examinations of content knowledge selected by the ODE.

1. If a teacher passes an examination and provides proof of that passage to the teachers employer, the employer shall require the teacher, at the teachers expense, to complete professional development (PD) that is targeted to the deficiencies identified in the teachers' evaluation.
2. If the teacher receives a rating of "ineffective" on the next teacher's evaluation after completion of the PD, or the teacher fails to complete the PD, it shall be grounds for termination under section 3319.16 of the ORC.
3. If the teacher who takes the examination passes that examination, and provides proof to the teacher's employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher's evaluation rating or the Performance Index Score ranking of the building in which the teacher works.
4. No teacher shall be responsible for the cost of taking an examination under this section.
5. The teacher's examination results can be used for developing or revision PD plans in deciding whether or not to continue employing the teacher. However, no decision to terminate or not to renew a teacher's contract shall be made solely, on the basis of the results of a teacher's examination under this section until and unless the teacher has not attained a passing score on the same examination for at least three consecutive administrations of the examination. The evaluator will expect to observe practices that were addressed in the PD or improvement plan during walkthroughs and observations.

10. Professional Development:

- a. The Washington-Nile Board of Education will allocate \$30,000 for PD. This will be on a first come, first serve basis.

ARTICLE 18- PROFESSIONAL LEAVE

1. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.
2. Members of the bargaining unit may be granted professional leave if the request meets any of the following criteria:

- a. directly related to their assigned professional duties.
 - b. designed to improve the individual's professional performance in his/her assigned duties.
 - c. is approved by the Superintendent or, where appropriate, the Board.
3. Request for professional leave must be submitted through the principal to the Superintendent or his/her designee at least five (5) days in advance of the requested date.
 4. Visitation to other schools will be restricted to the schools within a reasonable distance, except under special circumstances.
 5. Reimbursement for reasonable expenses, (excluding non-member fees and non-related expenses) for transportation, lodging, meals, and registration fees may be authorized, providing the individual produces the appropriate receipts to the Board Treasurer. It is the responsibility of members to provide information to principals for purposes of appropriating funds for professional leave. Requests for professional leave may be evaluated on the basis of specific appropriation requests.
 6. Approved requests will be forwarded for board action, where appropriate.
 7. Attendance shall be required at the professional meetings for which the professional leave has been granted.
 8. The Board shall appropriate thirty thousand (\$30,000) dollars each fiscal year for professional leave. The funds will be expended on a first come, first serve basis.
 9. No more than ten (10) percent of the bargaining unit members shall be awarded professional leave from each building at one time.

ARTICLE 19- SICK LEAVE

1. Each full-time member of the bargaining unit shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the Board to be credited at the rate of one and one-fourth (1-1/4) days per month.
2. Sick leave shall be used for absences due to:
 - a. Personal illness, illness due to pregnancy, adoption, foster child placements or physical injury:
 - b. Exposure to contagious diseases which could be communicated to other employees and children:

c. **Illness, injury or death in the immediate family. (Immediate family is defined to mean: husband, wife, father, mother, mother-in-law, father-in-law, brother, sister, son, daughter, foster child, grandchildren, grandparents, grandparents of spouse, aunt, uncle or other relative if living in the bargaining unit member's legal residence).**

3. **Upon return from sick leave, the bargaining unit member shall furnish a written signed statement on the board prescribed sick leave form specifying for which of the above reasons the sick leave was used. If medical attention was required, the bargaining unit member shall state the name and address of the attending physician and the date(s) on which the physician was consulted. Employees who are absent for ten (10) or more consecutive working days may be required to present a doctor's written statement.**

If a member of the bargaining unit is absent in excess of five (5) consecutive school days or misses ten (10) work days (consecutive or not) in a school year because of illness or injury of a member of the bargaining unit member's immediate family, bargaining unit member must provide the Superintendent with a doctor's certificate setting forth the identity of the patient and a need for the absence of the bargaining unit member in order for the bargaining unit member to be eligible for sick leave with pay for such absence. Bargaining unit members missing fifteen (15) or more days in a school year will be required to appear in person, with an Association representative, before the Attendance Review Board to provide information about their absenteeism. The Attendance Review Board will consist of the Superintendent, building administrator for the employee, W.L.C.T.A. building representative, union president and board member. The Attendance Review Board will meet as necessary after school.

4. **Unused sick leave shall be cumulative up to 230 days. Sick leave shall be used in half or full-day increments only. An additional five (5) days of sick leave may be accumulated (i.e. up to a total of 235 days only) during any year in which the bargaining unit member uses five (5) days or less of the bargaining unit member's sick leave.**
5. **A bargaining unit member who has accumulated sick leave within the past ten (10) years while in the employ of another public agency in the United States shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of 225 days. A properly certified record of such accumulated sick leave must be presented to the board treasurer.**
6. **Proven the falsification or misuse of sick leave, the bargaining unit member will be given up to three (3) days without pay. Within five (5) workdays of proving the allegation, the bargaining unit member, the bargaining unit member's representative, the bargaining unit member's supervisor and/or the Superintendent will meet with the bargaining unit member to discuss the length of the suspension. The bargaining unit member will receive a written warning that any other misuse and/or falsification of sick leave may result in the bargaining unit member's termination.**

Each bargaining unit member may place a written rebuttal to any record in his/her personnel file at anytime. All records of these actions will be removed from the bargaining unit member's file after five (5) years if there has been no further occurrence.

7. If a bargaining unit member has exhausted accumulated sick leave, the bargaining unit member may apply for an advance of no more than fifteen (15) days for the remainder of the current year (September 1 – August 31). If the bargaining unit member does not have enough time in the remaining year to earn credit for the fifteen (15) days, the bargaining unit member will be advanced the number of sick leave days which can be earned during the remaining period ending August 31. Sick leave shall not be advanced beyond the bargaining unit member's current work year from September 1 through August 31.

A bargaining unit member who has been approved for sick leave advancement shall be required to "pay back" the sick leave advancement before subsequent sick leave advancement requests will be approved.

This section of the Contract does not apply to catastrophic sick leave that can be requested through the sick leave bank.

8. Sick leave is not available for use on extended service days. A bargaining unit member who misses an extended service day will be required to make up the day at another time outside the regular school year.

In case of a catastrophic illness or injury this provision/requirement will not apply. On a case-by-case basis, the Board and the Association will enter into a memorandum of understanding to accommodate this situation.

9. To utilize sick leave for elective surgery during the bargaining unit member's work year, the following procedures will be followed. The bargaining unit member's doctor must certify it is medically necessary to perform the surgery during the school year. The bargaining unit member may be asked by the Board of Education to get a second opinion. The second opinion will be at no cost to the bargaining unit member but subject to insurance and will be conducted by a physician that is mutually agreed to by both the bargaining unit member and the administration.

The Superintendent may approve or deny sick leave for that specific elective surgery based on the opinion of the bargaining unit member's doctor and the agreed to second opinion. The bargaining unit member will be notified of the Superintendent's decision in writing within five (5) working days of receiving the second opinion.

If both doctors concur that the surgery is medically necessary then the leave utilized will be paid at 100% of the sick leave taken.

If the two doctors' opinions conflict, the employee may opt for the surgery during the school year but will only be paid at 60% of their per diem rate for any sick leave utilized.

If the bargaining unit member's doctor deems the surgery to be elective and not medically necessary during the school year, the Superintendent may deny the sick leave.

ARTICLE 20 - CHILD CARE LEAVE

1. The Board shall grant an unpaid leave of absence for child-care related reasons. The purpose of such leave of absence shall be to provide the bargaining unit member with the opportunity to care for a newborn child, or an adopted infant who is under five (5) years of age. If the leave commences prior to the close of the first school semester, the leave shall extend for the remainder of that school year only. If the leave commences during the second school semester, the leave shall extend for the remainder of that school year, and if requested, for the following school year first semester as well. At the discretion of the Board, the bargaining unit member may be allowed to return to duty at an earlier date if he/she so requests and the Board approves such request. Written application for leave under this provision shall be made on Board-prescribed forms to the Superintendent at least thirty (30) days prior to the requested commencement date of such leave, however, failure to complete the form shall not waive the right of use of said leave, if an emergency has arisen. The applicant shall state the purpose of the leave, the period of time involved, and a signed statement regarding the need for said leave. The Board may, at its discretion, grant an extension to an individual on leave, if so requested.
2. Time spent on approved unpaid-leave of absences shall not break the continuous service of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of the increment due to an individual who returns from leave and who worked at least 120 days in the year prior to commencing such leave.
3. Upon return to service in the district, the individual shall be restored to his/her former position, if possible, or to one of comparable status. This provision shall not preclude the Superintendent's rights or authority to direct and assign bargaining unit members as per ORC 3319.01.

ARTICLE 21- JURY DUTY AND WITNESS LEAVE

Absence for jury duty or when the member has been subpoenaed to serve as a witness arising out of such member's course of employment is permissible. After absence for such duty, either reporting or service, the bargaining unit member shall return payment for services rendered, to the Board Treasurer and at the next regular pay period, receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

ARTICLE 22- MILITARY DUTY LEAVE

All bargaining unit members who are members of the Ohio National Guard, the Ohio Defense Corporation, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, shall be granted a leave of absence from their respective teaching assignments for such time as they are in military service or field training or active duty for a period of time not to exceed thirty (30) days in one (1) calendar year. The rate of compensation shall be the difference between the employee's regular compensation and the remuneration received by him/her for such military service.

ARTICLE 23- PERSONAL LEAVE

1. Bargaining unit members shall be granted three (3) days of unrestricted personal leave each year to transact urgent or emergency personal business which cannot be conducted outside the regular school day.
2. No more than ten (10) percent of the bargaining unit members in a building may be granted personal leave on the same day, unless the Superintendent has provided advance written authorization. Personal leave days may not be used the day before or the day after a vacation or holiday.
3. Request for personal leave shall be made on the Board prescribed form and shall be submitted to the building principal not later than 48 hours prior to the requested date of use, unless in cases of emergency that prevents such notice. The signature alone of the bargaining unit member shall certify that the leave is being used for the purposes outlined in paragraph 1 above. Falsification of the personal leave form or use of personal leave for reasons not permitted under paragraph 1 above, shall be grounds for discipline, up to and including termination of employment.
4. Personal leave used in accordance with this Article shall not result in a deduction in pay for the employee. Personal leave shall not be accumulated from school year to school year.
5. Personal leave shall be used in half or full day increments only.
6. Any bargaining unit member may convert unused personal leave days to sick leave accumulation on a basis of one (1) personal day converted to one (1) sick day. Any bargaining unit member exercising this conversion option will not be eligible for the perfect attendance incentive in Article 33.

ARTICLE 24 - UNPAID LEAVES OF ABSENCES

1. Bargaining unit members may request an unpaid leave of absence by making proper application to the Superintendent and Board. Such leave may be granted at the sole discretion of the Board. No leave of absence shall extend beyond the term of such member's employment contract or for a period of two (2) years, whichever comes sooner. The granting of an unpaid leave of absence shall not toll the running of the bargaining unit member's employment contract during the term of such leave.
2. The application for such leave shall indicate the dates such leave shall terminate. No leave shall terminate prior to the date set forth in the application without the approval of the Superintendent. Such bargaining unit member shall notify the Superintendent in writing on or before April 1 immediately preceding the termination of said leave certifying that such member shall return to duty on the date the leave expires. Except for good cause shown, failure to so

notify the Superintendent as required herein shall void the employment contract of such member and extinguish all rights and privileges of employment.

3. If the purpose of the leave of absence is for illness or other disability, the leave may be granted for greater than two (2) years. A physician's certification that such leave is necessary for the health of the bargaining unit member will be required.

ARTICLE 25 - ASSAULT LEAVE

Assault leave (at no loss of pay) will be available to all bargaining unit members subject to the following provisions:

1. The bargaining unit member must be unable to physically perform his/her contracted duties because of a physical injury caused by a physical attack on said individual while he/she was performing his/her contracted duties with the Board.
2. A request for assault leave shall be made on the appropriate form which shall include the following information:
 - a. The nature of the injury;
 - b. The date, time, and place of the occurrence;
 - c. Identification of the individual or individuals causing the assault (if known);
 - d. Facts and circumstances surrounding the assault;
 - e. At Board expense, a certificate from a licensed physician describing the nature of the physical disability and its probable duration.
3. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical. No assault leave may be approved prior to receipt of the written, completed application form.
4. The bargaining unit member, if requested, shall consent to an examination at Board-expense by a Board-designated physician at a reasonable time and place.
5. The Board shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form, and the physician's certification(s) of the need for such assault leave.
6. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board.

7. Assault leave will be limited to a maximum of ten (10) working days per school year, not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.
8. If upon the exhaustion of the allowed assault leave days, the individual is unable to perform his/her contracted duties, he/she may apply for sick leave, workman's compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for worker's compensation, he/she shall receive the difference in pay between his/her regular rate of pay and worker's compensation benefits until such time as the benefit terminates.

ARTICLE 26- REDUCTION IN THE PROFESSIONAL WORK FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided for in Section 3319.17 of the Ohio Revised Code or for financial reasons, the Board shall proceed with such reductions in the following manner:

- A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be as follows:
 1. Recommended reductions in a teaching field will be made by selecting the area needed for reduction. Once that area is identified, the person with the lowest evaluation for that area of licensure who is currently assigned to a position in that teaching field will be reduced first. If all or some of those affected have comparable evaluations then seniority will be used for the reduction. A bargaining unit member so affected may elect to displace a bargaining unit member who holds a lower position on a seniority list for another area of licensure. Any such election must be made at the time the bargaining unit member is notified he/she will be affected.
 2. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly licensed. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also, in descending order of seniority.
 3. Seniority will be defined as the length of the continuous service as a licensed employee under regular contract in this district.
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two or more bargaining unit members have the same length of continuous service, seniority will be determined by:
 - the date of the board meeting at which the teacher was hired, and then by;

- the date and time the bargaining unit member signed his/her initial employment contract in the district. The 'date and time' shall be that which is recorded on all bargaining unit member contracts by the Treasurer upon signature and receipt of the contract in the Treasurer's Office and then by,

any remaining ties will be broken by lot.

4. Only in unique and unusual circumstances, factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or educational goal that could not be met by strict adherence to seniority and contract status. No reductions in force will be made arbitrarily. All applications of this section will be communicated to the Association in writing prior to any reductions being made.

B. The names of bargaining unit members whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Bargaining unit members on the recall list will have the following rights:

1. No new bargaining unit members will be employed by the Board while there are bargaining unit members on the recall list who are licensure for the vacancy.
2. Bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed.
3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. All bargaining unit members are required to respond, in writing, to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any bargaining unit member who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.
4. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff.

C. The parties agree that these procedures apply only to the suspension of contracts under ORC 3319.17 or for financial reasons. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE 27 - 2013-2014 SALARY SCHEDULE

Effective July 1, 2013 through June 30, 2014

(2.5% Increase)

Steps	Bachelor	5 Yrs	Master	Master +20
0	\$31,882.00 1.00	\$33,093.52 1.038	\$35,070.20 1.10	\$36,281.72 1.138
1	\$33,157.28 1.04	\$34,528.21 1.083	\$36,664.30 1.15	\$37,955.52 1.1905
2	\$34,432.56 1.08	\$35,962.90 1.128	\$38,258.40 1.20	\$39,629.33 1.243
3	\$35,707.84 1.12	\$37,397.59 1.173	\$39,852.50 1.25	\$41,303.13 1.2955
4	\$36,983.12 1.16	\$38,832.28 1.218	\$41,446.60 1.30	\$42,976.94 1.348
5	\$38,258.40 1.20	\$40,266.97 1.263	\$43,040.70 1.35	\$44,650.74 1.4005
6	\$39,533.68 1.24	\$41,701.66 1.308	\$44,634.80 1.40	\$46,324.55 1.453
7	\$40,808.96 1.28	\$43,136.35 1.353	\$46,228.90 1.45	\$47,998.35 1.5055
8	\$42,084.24 1.32	\$44,571.04 1.398	\$47,823.00 1.50	\$49,672.16 1.558
9	\$43,359.52 1.36	\$46,005.73 1.443	\$49,417.10 1.55	\$51,345.96 1.6105
10	\$44,634.80 1.40	\$47,440.42 1.488	\$51,011.20 1.60	\$53,019.77 1.663
11	\$45,910.08 1.44	\$48,875.11 1.533	\$52,605.30 1.65	\$54,693.57 1.7155
12	\$47,185.36 1.48	\$50,309.80 1.578	\$54,199.40 1.70	\$56,367.38 1.768
15	\$48,460.64 1.52	\$51,744.49 1.623	\$55,793.50 1.75	\$58,041.18 1.8205
18	\$49,098.28 1.54	\$52,477.77 1.646	\$56,590.55 1.775	\$58,886.05 1.847
20	\$49,735.92 1.56	\$53,179.18 1.668	\$57,387.60 1.80	\$59,714.99 1.873
25	\$51,011.20 1.60	\$54,613.87 1.713	\$58,981.70 1.85	\$61,388.79 1.9255
27	\$51,648.84 1.62	\$55,315.27 1.735	\$59,778.75 1.875	\$62,217.72 1.9515

1. The salary schedule includes an index column for Masters + 20 semester hours. The additional hours must be education hours and earned after the date of obtaining a Masters' degree. These additional hours must be in the major or minor field of study including education courses for which the individual holds, or will earn a valid Ohio license.
2. Bargaining unit members who qualify for the above placements on the salary schedule shall submit copies of the original transcripts from all institutions where the additional credit is earned to the county and local Superintendents to authorize such new placement plus change on the salary schedule by September 15th of each year.
3. Salary notices shall be disseminated on or before August 15th.

ARTICLE 28 - SUPPLEMENTALS

Effective 7/1/2008

Position	1st	2nd	3rd	4th	5th
Ace Awards Director	387	452	517	580	645
A+ Elementary Coordinator	774	904	1,032	1,162	1,289
Band Auxiliary	1,169	1,240	1,315	1,388	1,463
Band Director	4,704	4,779	4,851	4,926	4,998
Baseball	2,855	2,926	2,998	3,067	3,141
Basketball Head Girls H. S.	4,704	4,779	4,851	4,926	4,998
Basketball Jr. Hi. Boys	2,062	2,138	2,210	2,285	2,356
Basketball Jr. Hi. Girls	2,062	2,138	2,210	2,285	2,356
Basketball Reserve Boys	2,062	2,138	2,210	2,285	2,356
Basketball Reserve Girls	2,062	2,138	2,210	2,285	2,356
Basketball Varsity Head Boys	4,704	4,779	4,851	4,926	4,998
Basketball Varsity Asst. Boys	1,510	1,583	1,658	1,731	1,804
Cheerleader Jr. Hi.	1,340	1,415	1,486	1,562	1,634
Cheerleader Varsity	2,334	2,403	2,472	2,541	2,610
Drama Club	880	958	1,029	1,103	1,176
Football Jr. Hi. Asst. #1	1,678	1,753	1,826	1,900	1,973
Football Jr. Hi. Head	2,062	2,138	2,210	2,285	2,356
Football Varsity Asst #1	2,545	2,618	2,693	2,764	2,840
Football Varsity Asst #2	2,545	2,618	2,693	2,764	2,840
Football Varsity Asst #3	2,545	2,618	2,693	2,764	2,840
Football Varsity Head	4,704	4,779	4,851	4,926	4,998
Golf	1,510	1,583	1,658	1,731	1,804
Homecoming Activities	489	560	633	707	781
Honors Club	913	986	1,062	1,134	1,207
Junior Class	1,340	1,415	1,486	1,562	1,634

Key Club	489	560	633	707	781
Mock Trial	913	986	1,062	1,134	1,207
Newsletter District	489	560	633	707	781
Newspaper H. S.	489	560	633	707	781
Newspaper M. S.	489	560	633	707	781
OMUN	913	986	1,062	1,134	1,207
Quiz Bowl	913	986	1,062	1,134	1,207
Senior Class	489	560	633	707	781
Soccer Girls Varsity	2,885	2,926	2,998	3,067	3,141
Soccer Boys Varsity	2,885	2,926	2,998	3,067	3,141
Softball	2,855	2,926	2,998	3,067	3,141
Speech Therapist	2,062	2,138	2,210	2,285	2,356
Tennis	1,510	1,583	1,658	1,731	1,804
Track Boys H. S.	1,678	1,753	1,826	1,900	1,973
Track Boys Jr. Hi.	1,103	1,176	1,251	1,322	1,397
Track Girls H. S.	1,678	1,753	1,826	1,900	1,973
Track Girls Jr. Hi.	1,103	1,176	1,251	1,322	1,397
Vocal Music Director Elem.	880	958	1,029	1,103	1,176
Vocal Music Director Middle	880	958	1,029	1,103	1,176
Vocal Music Director H. S.	4,704	4,779	4,851	4,926	4,998
Volleyball H. S.	2,855	2,926	2,998	3,067	3,141
Volleyball Jr. Hi.	1,103	1,176	1,251	1,322	1,397
Web Site Manager ES,MS,HS	829	903	976	1,050	1,123
Web Site Manager Central Office	489	560	633	707	781
Weightlifting Advisor/Conditioning*	1,678	1,753	1,826	1,900	1,973
Yearbook E. S.	552	627	700	774	847
Yearbook H. S.	1,424	1,499	1,572	1,644	1,719
Yearbook M. S.	552	627	700	774	847
Vocational Home Economics	10 extended service days				
Chemistry/Physics	3 extended service days				
Librarian	20 extended service days				
Guidance Counselors	15 extended service days				
School Nurse	15 extended service days				
Extended School Detention Teacher	\$27.78 per hour				
After School Detention (1hr, 2 times week) Max/week	\$27.78 per hour				
* Weightlifting Advisor/Conditioner will be for All Sports.					
*** Step start 1993-94 school year and accrue each year after ***					

A. Supplemental Contracts Positions/Vacancies

1. Number of extended duty days as set annually by the Board.
2. The Board retains the right to fill those positions it deems appropriate and is not required to fill any or all of these positions.
3. The Board may create, define and set compensation for any new position(s) it deems appropriate without negotiations.
4. If it becomes necessary for the Board to fill a supplemental position from outside of the bargaining unit, the Board may determine the salary may pay less, but not more, than the assigned salary as listed above.
5. Positions and/or duties may be shared/divided then the salaries may be combined/prorated accordingly.

B. Supplemental Duties

Service by members of the bargaining unit extending before or after such member's regular duty day and not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Notwithstanding Section 3319.08 and 3319.11 of the Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to such member a renewal of such supplemental contract.

C. Extended Service

Service by members of the bargaining unit extending before or after such member's regular duty year shall be deemed supplemental duties and shall be set forth in a limited contract. Notwithstanding Section 3319.08 and 3319.11 of the Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.

ARTICLE 29- INSURANCES

A. Term Life

The Board shall pay 100% toward the cost of term life insurance and accidental death and dismemberment coverages. Such insurance shall be in the amount of \$30,000 for each bargaining unit member who makes proper application and is eligible for coverage under the insurance carriers eligibility terms. The life insurance increase will take effect on the date the first premium payment is made to secure the group life contract in the new amount.

Bargaining unit members may be able to purchase optional additional amounts of insurance up to a maximum face amount as established by the insurance carrier and as per eligibility requirements of the insurance carrier. These additional premiums would be at the bargaining unit member's own expense through payroll deduction.

B. Group Medical

The employee will be responsible for 13% of the monthly premium and the Board of Education will pay 87% of the total monthly premium

C. The Board will pay 100% of the premium of the dental insurance for each member of the bargaining unit who applies for, makes proper application, and is eligible for coverage under the insurance carrier's eligibility terms.

D. Contingency Optical or Prescription Drug Insurance

If during the duration of this Agreement, the consortium, Scioto County Health Insurance Benefit Plan, expands its coverage to include either optical or prescription card drug insurance, the Board will pay 100% of one of these benefits, whichever (optical or prescription drug) is adopted first by the county consortium. Only one and not both of these benefits would be paid by the Board.

E. All eligible bargaining unit members shall have the option to participate in a Board-approved IRS Section 125-Part A (Payroll Reallocation) Program, whereby employee contributions to the cost of their insurance adjusts the employee's gross income downward, resulting in tax savings to the employee. Choice of which company will administer the program rests solely with the Board.

If the foregoing payroll reallocation program is nullified by subsequent governmental action, the Board will be held harmless and provision E. of Article 8 of the Agreement will be null and void.

F. Should the consortium fail to provide documentation, the Board will provide the Association President with copies of all official documents and/or reports pertaining to the operation of the Insurance Consortium.

The labor-management relations committee will meet pursuant to Article 5 to discuss the documents and/or concerns about the insurance.

G. The Board reserves the right to select and/or change insurers, third-party administrators or coverage, and further agrees, in the absence of conditions and circumstances over which it has no control, not to diminish the insurance benefits provided during the term of this collective bargaining agreement.

H. The Board will pay up to twenty-five dollars (\$25.00) per month per bargaining unit member for an optical insurance plan.

- I. The parties shall establish an insurance committee consisting of three (3) bargaining unit members appointed by the Association President and three (3) members appointed by the Superintendent. The committee will review insurance issues and may make recommendations to the Board of Education. The committee is advisory in nature and has no decision making authority. The members of the committee will not be compensated. All meetings will be held outside the normal school day. Minutes of committee meetings will be prepared. An Association member and a Board appointed member will alternate as chairperson on an annual basis.
- J. A bargaining unit member who is not currently enrolled in the dental, vision, and hospitalization plan or any bargaining unit member who chooses to opt out of these plans in September will receive One Thousand Five Hundred Dollars (\$1,500.00). Payment for not taking the insurance or opting out of the plans will be made the second pay in October after the bargaining unit member has opted out for the entire year. This amount will be prorated for employees who begin their employment with the School District in mid-year or who return as a participating member in plan.
- K. Married couples teaching in the District will have 100% of the premium for health insurance paid by the Board, and the spouse who is not carrying the policy will not be compensated at a rate of \$1,500 yearly. Employees choosing to take the opportunity for this 100% premium benefit shall not be eligible for the benefit offered in Paragraph J of this Article.

ARTICLE 30- STRS RETIREMENT PAY

- A. Upon proof of actual retirement (under the State Teachers Retirement System) from the Washington-Nile Local School District, bargaining unit members shall be compensated for unused sick leave to the extent of one day of retirement for one quarter of one day of sick leave to a maximum amount of fifty-six (56) days. The rate of compensation shall be the unit member's daily rate of regular pay (excluding supplementals) as determined by dividing annual, regular salary by the number of duty days. The unit member shall provide proof of actual STRS Retirement (i.e., letter of retirement acceptance by STRS; a copy of the first STRS retirement check, etc.) to the Board Treasurer within ninety (90) days of his/her last date of service prior to STRS retirement. Such retirement payment shall eliminate the individual's previously accumulated sick leave days; and shall be made only once to any one individual.
- B. As a further incentive to minimize sick leave use, the Board shall provide for an additional eight (8) days of bonus retirement pay, beyond the cap of fifty-six (56) days, if:
 - 1. the unit member has the maximum sick leave accumulation contractually possible (225 days) either at the beginning or end of the retirement year and,
 - 2. in the year of retirement, the bargaining unit member has used less than eight (8) days of his/her sick leave.

3. Bargaining unit members retiring after the 2006-2007 school year shall receive the additional eight (8) days of bonus retirement pay, beyond the cap of fifty-six (56) days, on a prorata basis if the bargaining unit member retires prior to the conclusion of the school year.

ARTICLE 31- STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

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

1. The amount to be "picked-up" on behalf of each bargaining unit member shall be that percentage of the bargaining unit member's gross annual compensation so designated by the STRS as the bargaining unit member's contribution to said retirement system. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplemental, including unemployment and workman's compensation, shall be based on the bargaining unit member's daily gross pay prior to reduction as basis (i.e., gross pay divided by the number of days in a bargaining unit member's contract)

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

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 32- PERFECT ATTENDANCE INCENTIVE

- A. The perfect attendance incentive is not available to a bargaining unit member converting unused personal days to sick leave pursuant to Article 24.
- B. If a bargaining unit member has perfect attendance (zero use of sick, personal and unpaid leave) in a school year, he/she shall be paid at the end of the year for his/her three (3) days of unused personal leave at his/her per diem rate.

- C. If a bargaining unit member has utilized three (3) or fewer days of total sick, unpaid, and personal leave, and if no more than one (1) personal day was used during the school year, he/she shall be paid at the end of the year as follows:
1. One (1) day of leave or less shall result in a bonus payment of \$200.00.
 2. Leave of two (2) days or less and more than one (1) day shall result in a bonus payment of \$150.00.
 3. Leave of three days or less and more than two days shall result in a bonus payment of \$100.00.
- D. If the entire bargaining unit reduces its absenteeism (total personal and sick leave usage) by 50% compared to the prior school year, the Board will pay each bargaining unit member a bonus of one hundred dollars (\$100.00).

ARTICLE 33- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. **PURPOSE**

Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

B. **TERMS OF OFFICE**

The term of office for members serving on the committee shall be two years (except for first year implementation). The election process is to be administered by the LPDC.

C. **COMMITTEE COMPOSITION AND SELECTION**

1. The committee shall be comprised of seven (7) members as follows:

Four (4) bargaining unit members

Three (3) administrative personnel

Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of bargaining unit member voting on the plan.

2. The four (4) bargaining unit member shall be selected by the Association. The Administrative members shall be appointed by the Superintendent.

3. In the event of a vacancy, the committee member shall be replaced in accordance with C-2 above and shall complete the terms of the vacant slot.
4. In the event a committee member's plan is being discussed or voted upon, the member shall not serve on the committee and shall be replaced by a temporary unpaid appointment made by the Superintendent or the Association, as appropriate.

D. CHAIRPERSON

The committee chairperson shall be determined by majority vote of the bargaining unit's committee members.

E. QUORUM

The Committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful then decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of five (5) committee members. The committee shall not be empowered to perform its business unless a minimum of five of its members are in attendance at any meeting which has been scheduled in accordance with provision G herein. Such quorum shall include at least one (1) teacher and one (1) administrative personnel.

F. TRAINING

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning, and legal requirements, of LPDC'S with the approval of Committee Chairperson.
2. LPDC members shall be reimbursed, for training expensed in accordance with the limitations and procedures found in Article 19 – Professional Leave.

G. MEETINGS AND COMPENSATION

1. The LPDC shall meet as often as the members deem necessary to complete their work. It is the intent of the parties that the LPDC meet during the school year, at least monthly, outside the workday. During the summer months the LPDC will meet as needed.

In the event of meetings in addition to the monthly-scheduled meetings, the LPDC shall take the school calendar into consideration and shall give the Superintendent as much advance notice as possible.

2. The committee shall post in each building their meeting schedule at least forty-eight (48) hours in advance. Additional meetings may be scheduled as necessary.

3. Committee members shall be paid a stipend of \$1,000 for the school year. The stipend shall be paid on the last pay of the fiscal year. Any stipend shall be prorated if a full year is not served.
4. The committee shall keep records of its meetings (minutes), decisions and recommendations. Copies of such records shall be filed with the Office of Treasurer.

H. APPEALS PROCESS

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

I. PROFESSIONAL DEVELOPMENT ACTIVITIES

LPDC shall be responsible for the district's professional development activities in coordination with the Curriculum Director and Building Principals.

ARTICLE 34- SICK LEAVE BANK (S.L.B.)

A. Provisions of Eligibility

1. A sick leave bank shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all of his/her accumulated sick leave due to a catastrophic injury or serious illness suffered personally by the bargaining unit member.
 - a. "Catastrophic" is intended to mean a life-threatening illness or injury.
 - b. "Serious illness or injury" is intended to mean an illness or injury which is not life threatening but one which requires in-patient hospitalization in excess of five (5) consecutive days or confinement to bed on doctor's orders for a period of greater than ten (10) consecutive days.
 - c. Normal pregnancy does not fall within the definition of a catastrophic illness.
2. In order to participate in the S.L.B., a bargaining unit member must irrevocably contribute a sick day to the bank. An enrollment period shall be established between September 1, and September 15, for each member of the bargaining unit member to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to an S.L.B. Notwithstanding the limitation described in Item A.4., a newly-hired bargaining unit member who has not yet accumulated sick leave by September 15, will be given the opportunity to contribute to the sick leave bank and such donation will be deducted upon the newly-hired bargaining unit member accruing a day of sick leave. In order to be established, the sick leave bank shall have not less than fifty (50) days contributed.

3. If 50 bargaining unit members do not participate in the initial creation of the S.L.B., donated days will be credited back to the donor's sick leave account and the bank will not be established.
4. If the S.L.B. drops below fifteen (15) days, each participant may contribute an additional day between September 1 and September 15 following the date the S.L.B. drops below fifteen (15) days. Otherwise, only new participants may contribute a day to the S.L.B.
5. The S.L.B. is in effect for the entire school year and any accumulated days will roll over at the end of the school year.
6. Only earned sick leave may be contributed. Advance sick leave shall not be contributed.
7. Any sick leave day given to the bank shall be forever forfeited (unless the bank is not established initially) by the donating bargaining unit member.
8. A bargaining unit member's donation of sick leave to the S.L.B. shall not constitute a use of sick leave for purposes of calculating the perfect attendance incentive payment in Article 33.
9. S.L.B. shall remain in effect on a yearly basis, July 1 through June 30, and the Association may terminate the bank upon written notice to the Superintendent and Treasurer, no later than June 1 of the year preceding its termination.
10. A sick leave donation application must be signed by the employee and submitted to the Association President. The Association President shall present such signed S.L.B. employee authorizations to the Treasurer's office no later than September 15, annually.

B. Operation

1. An award from the S.L.B. will be limited to those individuals who have contributed to the S.L.B.
2. An application to draw from the S.L.B. shall be made on the appropriate form to the Association President. The S.L.B. Committee may grant up to the maximum number of forty-five (45) sick leave days for an applicant. A copy of any application will be forwarded immediately to the Superintendent. A one-time extension of up to thirty (30) additional days may be applied for in the same manner as the original application.
3. Bargaining unit members may apply for days from the S.L.B. after the following conditions have been met:
 - a. Their own accumulated sick leave days have been exhausted, advanced sick days have been used, and they are not eligible for disability leave under the

State Bargaining unit members Retirement System and/or Workers' Compensation;

- b. The bargaining unit member has been on unpaid leave for at least five (5) consecutive work days. Exception to the five (5) consecutive work days of unpaid leave may be agreed upon by the S.L.B. Committee;
 - c. The bargaining unit member shall submit in writing to the S.L.B. Committee, the reasons for the request of S.L.B. days along with a physician's statement pertinent to the member's request and the projected date of return to work. Additional information may be requested by the S.L.B. Committee if necessary to carry out its responsibility. Failure to provide such information in a timely manner will be considered a withdrawal of the application by the bargaining unit member.
4. Use of days from the S.L.B. shall in no way prevent or prolong a bargaining unit member from making application for STRS disability retirement, service retirement or Workers' Compensation. Nor shall the use of S.L.B. days prolong or prevent a bargaining unit member from beginning disability retirement, service retirement or Workers' Compensation.
 5. The Association President may also apply for the use of S.L.B. days on behalf of a bargaining unit member. S.L.B. is not intended to be used prior to and its use shall not be construed as a condition of disability retirement under STRS or Workers' Compensation.
 6. No more days may be awarded than needed to serve out the regular school year, during only that school year.
 7. Any unused sick leave day by an applicant who is awarded a grant of days shall be returned to the S.L.B.
 8. The S.L.B. Committee shall meet and render a decision within seven (7) working days of a receipt of a written request.
 9. S.L.B. may not be used as a means of increasing retirement compensation or severance.
- C. Sick Leave Bank Committee
1. The S.L.B. is regulated by the S.L.B. Committee, which shall be composed of five (5) members and shall be appointed by the Association's Executive Committee.
 2. The S.L.B. Committee will establish its rules of operation provided they are not in conflict with the provisions of this Article. The provisions of this Article prevail in the event of a conflict between the rules of operation and this provision.

3. The S.L.B. Committee shall be responsible for keeping all necessary records.
4. All decisions of the S.L.B. shall be determined by majority vote. All decisions of the Committee will be final and binding and not subject to grievance or arbitration.
5. All records of the S.L.B. Committee shall be available to the school administration upon request. The S.L.B. Committee agrees to assist and cooperate, as necessary, with the Treasurer and the School District to properly perform their duties and responsibilities (including but not limited to performance and financial audits).
6. Medical information submitted to the S.L.B. Committee shall be confidential as required by state and federal law.
7. The S.L.B. Committee shall immediately provide written notice to the Treasurer and building principal detailing the number of days of any S.L.B. award.
8. The Association will defend and hold harmless the Board of Education from any claim by a bargaining unit member against the Board of Education relating to the Association's administration of the S.L.B. provision.

ARTICLE 35- PARAPROFESSIONALS

The Board of Education understands the importance of classroom aides for State testing related intervention of students. The Association recognizes the current funding category that funds classroom aides may be needed for the funding of certified/licensed personnel.

Thus, the Board reserves the right to appropriate the funding category in a manner that serves the greatest need.

ARTICLE 36- EMPLOYMENT OF RETIRED BARGAINING UNIT MEMBERS

1. Teacher retirement followed by re-employment with the Board of Education assumes that both the Board and bargaining unit member will benefit. The Board will gain through savings and reduced salary and benefits. The bargaining unit member will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (re-employment of retired bargaining unit members) the following provisions shall apply.

2. **Salary**

Retired bargaining unit members re-employed by the Board shall be placed on the bargaining unit member's salary schedule and advance in typical fashion from step to step. The initial placement on the bargaining unit member's salary schedule of a retired teacher who the Board chooses to reemploy, shall be at the step reflecting actual years of teaching service, not to exceed ten (10) years.

3. **Contract of Employment**

Retired bargaining unit members who are re-employed by the Board shall receive one-year limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher re-employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

4. **Supplemental Contracts**

Retired bargaining unit members who are re-employed by the Board shall be eligible for supplemental contracts at the sole discretion of the Superintendent. A retired teacher re-employed by the Board shall not displace a qualified bargaining unit member for a supplemental position.

5. **Leaves of Absence**

Retired bargaining unit members re-employed by the Board shall be eligible for all leaves (including attendance incentives) in accordance with the collective bargaining agreement. Retired bargaining unit members re-employed by the Board shall not be eligible for sabbatical leave. In no event shall leave extend beyond the retiree's employment contract term.

6. **Reduction in Force/Seniority**

Retired bargaining unit members re-employed by the Board shall have no (zero [0]) seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired bargaining unit members re-employed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.

7. **Evaluation Procedure**

The evaluation procedures required of regular bargaining unit members by law (Revised Code 3319.11, 3319.111) and this contract shall not apply to retired bargaining unit members re-employed by the Board. The Principal or designee shall evaluate retired bargaining unit members re-employed by the Board in writing on an annual basis. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic re-employment of a retiree.

8. **Severance Pay**

A retired teacher re-employed by the Board shall not receive STRS retirement/severance pay from the District, pursuant to State law or the collective bargaining agreement based upon past retirement service in the District.

9. Insurance

Retired bargaining unit members re-employed by the Board must accept insurance benefits through STRS and shall not be eligible for insurance fringe benefits provided for in the collective bargaining agreement. Beginning January 1, 2009, those reemployed without STRS insurance benefits will be offered the group insurance of the district at the full premium cost.

10. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 124.39, 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16 and 3319.17, the terms of this article prevail and will be applied to retired bargaining unit members re-employed by the Board.

ARTICLE 37- EVALUATION FORM

The evaluation instrument will be added to the bargaining agreement for information purposes only. The administration will seek input from bargaining unit members with respect to any modification to the evaluation form. The administration retains the management right to create, modify or otherwise change the evaluation instrument prior to the beginning of any school year.

ARTICLE 38- GRIEVANCE FORM

See Appendix A

ARTICLE 39- SALARY DEDUCT DAYS

The maximum number of days a bargaining unit member may be absent from duty with a salary deduction (dock day) will be five (5) working days per contract year unless otherwise covered by Board policy, or approved by the Superintendent (unusual conditions). Advance notice is necessary unless it is an emergency and approved by the Superintendent. Therefore, the use of salary deduct days (dock days) in excess of five (5) working days per contract year will subject the bargaining unit member to disciplinary action up to and including discharge, unless prior approval was given by the Superintendent to exceed the five (5) days mentioned above.

The ability to continue the educational program will be criteria in determining the appropriateness of such unpaid leave. Bargaining unit members are expected to fulfill their contractual obligations for which they were employed. Absenteeism should be confined primarily to those reasons covered by sick leave and other Board of Education approved policies. This limitation in salary deduct days (dock days) is deemed essential for the educational welfare of the students attending the Washington-Nile Schools.

ARTICLE 40 - DURATION OF AGREEMENT

This agreement between the Board and the Union shall be in effect from August 1, 2013 to July 31, 2016, at which time it shall expire.

The parties further agree, at the request of either party, to reopen negotiations for the forty-five (45) calendar day period immediately preceding August 1, 2014 for the purpose of bargaining for 2014-2015 school year. Bargaining will be limited to salary, insurance and up to two (2) additional articles designated by the Union and up to two (2) articles designated by the Board. The parties agree further to reopen for negotiations for the forty-five (45) calendar day period immediately preceding August 1, 2015 for the purposes of bargaining salary, insurance, and up to two (2) additional articles designated by the Union and up to two (2) articles designated by the Board. The reopeners are specifically limited to the above mentioned items only and neither the Board nor the Association shall be obligated to negotiate on any other items, issues or proposals during the referenced reopener.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein and the parties agree that this Agreement constitutes the entire contract between them. Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

Signed this day 22nd of May, 2013 by the parties

For the Union:

Deborah J. O'Dell

For the Board:

Jeff Stubbelt
Sherry L. Patterson

**APPENDIX A
GRIEVANCE REPORT FORM**

PART I

STEP I III	STEP II	STEP
_____	_____	_____

Name of Grievant

Building

Grade – Subject

Copies of this form should be sent to:

Original – Principal

Copy 1 – Grievant

Copy 2 – Grievance Rep.

Copy 3 – WLCTA President

Copy 4 – OEA Consultant

DATE GRIEVANCE OCCURRED: _____

STATEMENT OF GRIEVANCE (Specific Contract Sections Allegedly Violated):

RELIEF SOUGHT:

Signature of Grievant(s)

Date

WRITTEN RESPONSE:

Signature of Principal

Date of Response

GRIEVANCE REPORT FORM

PART II
(Submitted to Superintendent)

POSITION OF GRIEVANT(S):

Signature of Grievant(s)

Date

Meeting Date

WRITTEN RESPONSE:

Signature of Superintendent

Date of Response

GRIEVANCE REPORT FORM

**PART III
(Submission to Arbitration)**

POSITION OF AGGRIEVED OR ASSOCIATION:

Signature of Grievant(s)

Date

APPENDIX B

**Form to be used in WLCTA Progressive Discipline
Verbal Reprimand Record**

On, _____, I verbally reprimanded

(Teacher's name)

At _____ regarding the
(school)

concern (problem):

Principal

Teacher

PCTA Representative (if present)

The teacher's signature is merely acknowledgement that a reprimand was given. It does not indicate agreement or disagreement. This form will NOT be placed in the teacher's personnel file.