

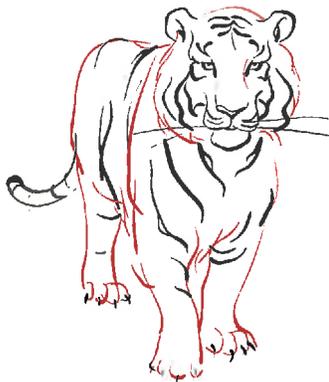


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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**

**THE WEST  
LIBERTY-SALEM LOCAL SCHOOLS      AND**

**THE WEST LIBERTY-SALEM  
EDUCATION  
ASSOCIATION/OEA-NEA**



**EFFECTIVE**  
**JULY 1, 2014**  
**THROUGH**  
**JUNE 30, 2017**

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## **ARTICLE 1 - RECOGNITION**

The West Liberty-Salem Board of Education hereafter known as the "Board" hereby recognizes the West Liberty-Salem Education Association OEA/NEA hereafter known as the "Association," as the exclusive bargaining representative of all full-time and regular part-time certificated classroom teaching personnel, librarians, school nurse, dean of students and guidance counselors under contract. The Superintendent, Principals, substitutes, Treasurer, and all non-certificated personnel shall be excluded from the bargaining unit.

## **ARTICLE 2 - NEGOTIATIONS**

### **A. NEGOTIATIONS PROCEDURE**

1. All matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.
2. The parties agree that all proposals will be submitted at the first bargaining session, complete and in written form. No new proposals may be submitted after this initial meeting unless by mutual agreement.
3. The parties agree that all agreement talks shall be conducted in executive session between the two (2) parties. No news releases shall be made unless by mutual agreement.
4. At the first meeting the following items concerning negotiations shall be mutually agreed upon: day, time, place, duration, procedures, and caucus.
5. Upon proper notification, either party may call for a caucus. Caucus time shall be limited to thirty (30) minutes. The time limits may be extended by mutual agreement.
6. Both parties will come to the table cloaked with the necessary authority to reach tentative agreement. When tentative agreement has been reached, it shall be initialed by the chief spokesperson of the parties. When all items have been tentatively agreed to, they shall comprise a tentative settlement that shall be considered for ratification by the Association and for approval by the Board.
7. Meetings and Consultants:
  - a. Each party will be limited to a maximum of five (5) members and three (3) consultants at the table. Consultants may be used at the full expense of the party requesting them.
  - b. Meetings will be mutually scheduled to reach an agreement as soon as possible.

- c. Either team may invite observers or consultants, in addition to those referenced in Section 7(a) above to any subsequent meeting upon notice to the other team. All such observers or consultants shall be subject to the rules governing negotiations.
8. During the first full week of February of the year in which this Master Contract expires, representatives of the Association and the Board will meet and begin negotiations for a new contract.

If the BOE and Union agree to follow the IBB bargaining process, dates and steps for negotiation will follow the Federal Mediator Outlines or standards set by the IBB process.

9. If either party desires to make a change in process outlined above in Article II, they will notify the other party of their intent no earlier than 90 days and no later than 60 days before the anticipated date of starting formal bargaining activities. No changes shall be made in the process unless mutually agreed to by both parties.

#### **B. IMPASSE**

The parties agree to abide by the proceedings of the Collective Bargaining Law (ORC 4117.14), except as modified hereunder:

1. By April 1<sup>st</sup>, or forty-five (45) days after the commencement of the exchange of proposals (pursuant to Section A. 2 herein), if a resolution is not reached on all issues brought to negotiations, then either party may declare impasse and request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS).
2. All issues on which the parties have reached tentative agreement shall be considered to have been resolved pending a final ratification vote by the bodies of each party. Only the unresolved issues will be subject to mediation.
3. If impasse still exists at the expiration of this Master Contract, the parties may exercise their options pursuant to RC 4117.14.
4. The parties agree that the above-listed provision shall constitute the dispute resolution procedure unless they jointly agree to modifications. Any such agreement shall be in writing and signed by the designated representative from each party.

### **ARTICLE 3 - MEMBERSHIP**

The Board recognizes that teachers have the right freely to organize, to join, and to support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set

criteria for membership, but may not exclude individuals as members on the basis of sex, marital status, race, creed, or national origin.

#### **ARTICLE 4 - LENGTH OF SCHOOL DAY**

- A. All teachers are to perform professional services within a typical school work day. The Board defines a "typical school work day" as a maximum of 7 hours 20 minutes.

The defined "typical school work day" will incorporate:

1. Thirty (30) minutes uninterrupted lunch period.
2. Planning time as defined by state's standards.
3. Remainder of the defined school work day will be used for student instruction and professional growth programs.

- B. The administration will consider teacher recommendations concerning work day arrival and departure time and the length and number of class periods.

- C. Teachers who are designated as assigned members of the Intervention Assistance Team (referring teachers are not considered part of the assigned team) shall receive one (1) additional personal day to be used in accordance with Article 16 – Personal Leave with the following exceptions:

IAT team member's use of their first personal day does not count against the attendance bonus. The additional personal day cannot be carried over to the following year or count towards the unused personal leave payout. The member's absence form under "other" must be designated as IAT Personal Day.

An administrator shall notify the Treasurer of all assigned members by September 1 of each year.

#### **ARTICLE 5 - DUTY FREE THIRTY MINUTE LUNCH PERIOD**

Only a teacher who is contracted for more than half of a regular teacher work day will be provided with a thirty (30) minute duty-free lunch period on the days when the teacher is scheduled to work.

#### **ARTICLE 6 - PLANNING & PREPARATION TIME; INSERVICE EDUCATION**

- A. Planning, preparation and conference time shall be provided within the teacher's work day in accordance with the minimum standards of the Department of Education.
- B. The regular work year shall consist of 185 days, and shall include three (3) paid in-service days and three (3) paid work days.

1. For a period of three (3) school years, beginning July 1, 2014 and ending June 30, 2017, COEA day will not be on the school calendar. This language will sunset at 11:59 p.m., June 30, 2017, unless agreed upon by the Union and the District. At this time, Article 6(B)(1) will expire and the language will revert to "...COEA day will be an unpaid day on the school calendar."
- C. Subbing during planning time -- When a teacher is asked by the administration or its designee to relinquish his/her planning period to substitute for a colleague, that teacher shall receive compensation in the amount of \$10.00. Teachers have the right to refuse to "cover" a class during their planning period. This section also applies to elementary teachers who are asked to "cover" any class during their planning time.
- D. If teachers are needed to cover for another teacher, the administration shall offer those duties on an equitable basis.
- E. In grades K- 5, if students need to be added to a teacher's class for an entire day because a certificated substitute cannot be obtained, and the teacher agrees, he/she shall be compensated as follows:
1. 1-10 students added = \$25.00 extra
  2. 11-20 students added = \$40.00 extra
- F. Request for payment, with administration approval, shall be submitted by the teacher on the proper form (See Attachment A, p. 40) to the treasurer's office within three (3) working days. If the request for payment is made no later than the Monday morning preceding a regular payday, compensation shall be included in the regular paycheck; if the request is made later, compensation will be included in the next paycheck. (See Attachment A, p. 40)
- G. An on-going committee, the District Leadership Team (DLT), composed of the following members: MS/HS Principal, Elementary Principal, Superintendent, Treasurer, BOE Member (as available), Curriculum Director, Special Ed Supervisor, WLSEA Rep, MS Teacher, (2) Elementary Teacher, HS Teacher, Sp. Ed. Teacher, Parent/Community/Business Member (as available), Title I/Federal Programs Teacher, and (1) Classified Supervisor, shall develop district goals, strategies, and action steps necessary to improve student achievement and growth as indicated on the Local District Report Card. This process will include the professional development necessary to meet these goals. These professional development needs will be used to plan district inservice or professional development. Approximately 50% of teacher DLT committee members will have the option to rotate off the committee per year.
- H. In addition to the regular work year, all teachers newly employed by the Board (including first-year teachers and outside hires) shall attend one (1) additional professional development day in August. Teachers shall not receive additional compensation for attending this professional development day. The DLT shall form a committee to make recommendations to the Superintendent about the content of this professional development.

- I. If the Board eliminates an elementary school special position that affects teachers' planning time, the elementary school principal will meet with the Association to explore alternatives that are intended to provide teachers with daily planning time.

#### **ARTICLE 7 - RULES AND REGULATIONS RELATING TO THE SALARY SCHEDULE**

- A. A teacher who earns additional college credits, qualifies for a higher pay column providing the local Superintendent has been furnished with a current official transcript reflecting the additional training on or before September 30th of each year. In order for the college credits to qualify for a move to a higher pay column, classes must be taken in the individuals discipline or related educational field.
- B. Persons seeking employment in this school district may be allowed up to ten (10) years of credit (five of which may be military) for prior teaching experience according to State regulations.
- C. The additional pay for extended service (time beyond the school year) and for additional duties (time beyond the school day) may not exceed the following "Extended Time and Additional Duty Salary Schedule". (See Attachment B, p. 41)
- D. This salary schedule applies to the work year as set forth in Article 6(B). Any additional holidays mandated by State law shall be added to this schedule without additional compensation unless funds are provided by the State for such purposes.
- E. All newly retired-rehired employees hired after 2010 will start with salary placement experience of 0 years and at the applicable level of education credit. If rehired for another year, the re-employed teacher will not advance on the salary schedule above step 0. This provision and such salary and individual contract with a re-employed teacher supersedes O.R.C. Section 3317.13 and all applicable laws.

#### **ARTICLE 8 - CALENDAR**

A committee consisting of three (3) teachers, appointed by the Association President, and two (2) building principals will develop calendar proposals for the Association to consider. After the Association reaches agreement, that proposal will be presented for the approval of the Superintendent and by the Board. Final adoption of a school year calendar shall rest with the Board.

#### **ARTICLE 9 - CONTRACTS**

All contracts must be in conformity with state statute, except to the extent modified in this Master Contract.

## TEACHING CONTRACTS

- A. The first contract - a one year limited contract.
- B. The second contract - a one year limited contract.
- C. The third contract - a two year limited contract.
- D. If after four (4) years of service in the West Liberty-Salem Local School District, the teacher does not qualify for a continuing contract, the teacher, if re-employed, shall be granted a limited contract of not less than two (2) years or more than five (5) years.
- E. An experienced teacher who held a continuing contract in another district may receive two (2) limited contracts before reaching continuing contract status.
- F. When a teacher who is working under a limited contract becomes eligible for a continuing contract, the teacher may request that the Board consider the teacher for a continuing contract. If the Board awards the teacher a continuing contract it shall go into effect beginning with the next school year and the teacher's limited contract shall be cancelled. If the Board declines to award a continuing contract, the limited contract shall remain in effect for its term.
- G. The Superintendent may recommend one limited contract for up to two (2) years for professional development whenever a teacher becomes eligible for a continuing contract. The teacher shall be given specific written reasons for the limited contract.
- H. Teacher's contract (Attachment C, p. 42) and supplemental contract (Attachment C1, p. 43) are in the Appendix.
- I. Re-employment of Retirees
  - 1. Retirees, if employed, shall be treated as new hires. The Association and Board shall prepare a memorandum summarizing the application of this Contract to employed retirees.  
  
"Retirees" means certificated personnel receiving service retirement benefits from the STRS.
  - 2. The following provisions of this Master Contract are modified for retirees:
    - a) Individuals may be reemployed by the Board and shall have the option to:
      - 1. Receive severance payment immediately following initial retirement from the District or;
      - 2. Direct the Treasurer in writing by July 1<sup>st</sup> following retirement not to pay him/her severance pay pursuant to Article 21, thus preserving his/her accumulated but unused severance sick leave on District

records. The retiree will be paid severance pursuant to Article 21 when he/she subsequently separates employment with the District or;

3. Transfer all accrued but unused sick leave to another District.
- b) A retiree shall have the option of participating in the health insurance plan as listed in Article 23, C on the same terms as other unit members.

#### SUPPLEMENTAL CONTRACTS

The issuance of supplemental contracts for pupil-activity programs shall be in accordance with the provisions of the Ohio Revised Code, except as those provisions are modified by the terms of this Article.

- A. Supplemental positions shall be filled in the following manner:
1. The Board shall offer the position to licensed individuals employed by the district.
  2. If no one accepts the position, the Board shall offer the position to licensed individuals who work outside of the district.
  3. If no one still accepts the position, the Board shall fill that position with any qualified non-licensed individual.

#### ARTICLE 10 - ASSIGNMENTS AND TRANSFERS

Assignments and transfers are the responsibility of the Superintendent. Teacher requests will be considered if submitted on or before June 10th.

- A. Definitions:
1. Assignment -- the teaching position given to a teacher for the next school year by the Superintendent prior to the end of the present school year.
  2. Transfer -- a change in teaching assignment whether asked for by a teacher (voluntary) or made by the Superintendent (involuntary).
  3. ESP -- Educational Service Personnel. "Educational Service Personnel" means individuals employed by a school district in one or more of the following positions: counselor, library media specialist, school nurse, visiting teacher, social worker or specialists in elementary art, music or physical education (O.A.C. §3301-35-01(A)(7)) Rev. 2001.
  4. A vacancy shall result from a non-renewal, a leave of absence - except where it is provided that teacher has the right to return to the same position, a resignation, a termination, or the creating of a new position.

B. Assignments Made Prior to July 31st

Changes in assignments are completed as early as possible after June 1st of each year. Unless notified of a change by July 31st, assignments made prior to this date will remain in effect for the following year.

C. Transfers Explained

Before a transfer is to be made, a conference of all teachers concerned may be held with the local Superintendent at which time all reasons for the transfer shall be reviewed.

D. Transfers Based on Seniority

Assignments and transfers shall be considered on the basis of seniority. The factor of seniority may be disregarded when the local Superintendent deems necessary an immediate transfer of a teacher or teachers for the good of the educational program.

E. New Vacancies

1. Whenever a vacancy occurs, teachers will be notified, during the regular school year by posting the vacancy in the teacher workrooms and by email.
2. By May 1<sup>st</sup> every spring, the Superintendent shall circulate a form (included herein as Attachment O, p. 51) on which individuals may indicate their interest in a different position. Interested teachers must return the completed form to the Superintendent by May 15<sup>th</sup>. Thereafter, if an opening arises, the administration shall call and attempt to leave a message or e-mail for those who have expressed interest in a different position. Individuals may leave an alternate telephone number(s) if planning to be away from home. The administration shall also post the notice(s) on the District website as well as placing hard copies of such postings next to teachers' mailboxes. Interested individuals may also call the central office periodically to learn of posted vacancies.
3. A vacancy shall not be filled within seven (7) calendar days of the posting so that teachers presently employed may request a transfer to fill the vacancy and to be considered for the position before a non-employee applicant is hired.

Teachers presently employed may request a transfer to fill the vacancy so that they may be considered for the position before a new employee is hired.

F. Involuntary Transfers

When a transfer is made without the request of the teacher, he/she shall be given the courtesy of an interview in which the reason for the transfer will be explained.

G. Classroom Pupil - Teacher Ratios

The Board of Education and the Association agree that minimum class sizes are beneficial to improved learning. To that end, class sizes will be kept as small as economically feasible and educationally sound and shall not exceed the limitations of the classroom facilities/equipment.

The administrators shall attempt to provide equal work assignments. Grades K-4 shall not exceed an average of 25 to 1 ratio during September. Grades 5-8 shall not exceed an average of 30 to 1 ratio during September. In Grades 9-12 the principal shall set the schedule and ratio in accordance with state minimum standards. It is recognized that as the school year progresses and some in-migration takes place, these ratios might exceed these limits. K-6 ESP (as defined in Section A.3 of Article 10) teacher work loads shall not exceed 1,000 (one thousand) pupil hours of instruction per week; 7-12 ESP teacher work loads shall not exceed 1,100 (eleven hundred) pupil hours instruction per week during September.

**ARTICLE 11 - EVALUATIONS**

- A. The Board's standards-based teacher evaluation policy is incorporated in the contract by reference. The District's teacher evaluation handbook also is incorporated in the contract by reference. The policy and handbook are included in this Agreement.
- B. A teacher may grieve the timelines and procedures in the policy but not the final summative rating or discretionary components of the evaluation.
- C. The parties will form an evaluation committee. Members on the committee will serve staggered terms of at least two (2) years.
- D. If the District does not evaluate a teacher within the timelines required by Board policy, the teacher will receive a default rating of "Skilled" (or any equivalent rating adopted by the General Assembly) unless the missed timeline is caused by extenuating circumstances beyond either parties' control.
- E. If the Ohio Department of Education required the District to report evaluation data on an electronic reporting system (e.g., eTPES), the District will use Option 3.

**ARTICLE 12 - TERMINATION OF CONTRACT AND NONRENEWAL PROCEDURE**

TERMINATION

- A. All termination of teacher contracts by the Board shall be in accordance with the RC 3319.16. No issue pertaining to termination of a teacher can be the subject of a grievance under this Master Contract if the teacher has filed a timely notice for a hearing under RC 3319.16.

- B. A teacher may terminate his/her contract with the Board by written resignation at the close of any school year and prior to July 10th or at any other times by mutual consent of the teacher and the Board.
- C. The following information in paragraphs (C) and (D) is intended to be informative to teachers and to the administration about the rights of a teacher in the statutory termination process. The listing of these rights in this Master Contract does not create contractual rights parallel to or different from those provided in RC 3319.16. All teachers whose contracts with the Board are being considered for termination by the Board shall receive written notification at least ten (10) days prior to the time when such action will become official so he/she may be present, if desired. Reasons shall be included with this notification. It shall be shown in the evaluation records, efforts were made to help the teacher improve.
- D. All teachers shall be provided with written reasons for termination of any contract with the Board, or for failure to be advanced tenure should he/she be qualified for tenure. Within ten (10) days of this notification of termination of contract, a teacher will be granted an impartial hearing, with counsel, before the Board of Education to defend himself/herself. There shall be a written record of this meeting. He/she will have the opportunity to confront or cross-examine opposition witnesses and to rebut all evidence introduced against him/her as well as to present witnesses in his/her own behalf. A teacher has the right to a copy of the record of the hearing. The words of the hearing shall be made available for review by any appropriate agency upon request of the teacher.

#### NONRENEWAL

- E. The Board may non-renew any limited contract by adopting a resolution and must serve a copy of its action upon the teacher on or before June 1. If the Superintendent intends to recommend that the Board non-renew a teacher, the Superintendent, or designee, will provide the teacher with written notice of such intent by May 15. If May 15 is not a work day, the notice will be given by the first work day after May 15. Nothing in this paragraph shall prevent the Board from non-renewing a teacher.
- F. No nonrenewal shall occur unless the administration has complied with the evaluation procedure of Article 11 of this contract.
- G. Any teacher who is in his or her third or later year of regular contracted employment and who has been nonrenewed by the Board of Education may not be nonrenewed without just cause and may obtain the reasons for the nonrenewal and challenge the nonrenewal as follows:
  - 1. Within ten (10) calendar days of the teacher's receipt of written notice of nonrenewal, the teacher may file with the Superintendent a written request for a written statement of the reasons for the nonrenewal.
  - 2. Within ten (10) calendar days of the Superintendent's receipt of such request, the Superintendent shall send the teacher a written statement of the reasons for the nonrenewal.

3. Within ten (10) calendar days of the teacher's receipt of the Superintendent's written statement of the reasons for the nonrenewal, the Association may request arbitration of the nonrenewal by sending its Demand for Arbitration by certified mail to the American Arbitration Association with a copy to the Superintendent. Such a timely filing for arbitration will then proceed under Step IV of Article 18 (Grievance Procedure) as a timely request for binding arbitration. The Arbitrator shall determine whether there is just cause for the nonrenewal (for teachers in the third or later year of regular contracted employment) and whether the evaluation procedure of this Master Contract has been complied with by the administration. The Arbitrator shall determine the appropriate remedy for any violation of this Master Contract.
- H. The procedures set forth in paragraph (G) above supersede and replace the procedures set forth in R.C. 3319.11(G) to challenge the nonrenewal of a limited contract.

### **ARTICLE 13 - REDUCTION IN FORCE**

- A. In the event a reduction in the number of teachers becomes necessary, the effected teacher(s) and the Association representatives will be notified by letter at least seven (7) days prior to action by the Board. In the event of a non-renewal of a limited contract, the notice procedure for nonrenewal of a limited contract shall be followed.
- B. When a position in a given subject area (grade level) is eliminated, the reduction will be according to R.C. 3319.17. If there is a layoff, the parties will determine comparable evaluations at the time of the layoff, taking into account an average Summative Rating of a teacher's three (3) most recent evaluation in the District, when available. Should any of the affected teachers have multiple certifications, the Superintendent may, at his/her discretion, and with the consent of the parties involved, elect to transfer any or all of the teachers of the subject area (grade level) without regard to seniority to provide the best overall educational program and to minimize overall reductions-in-force.
- C. If a continuing contract teacher with dual certification is laid off, the teacher may bump a limited contract teacher in the other area of certification. There shall be no subsequent round of bumping or replacement (i.e. no domino effect).
- D. In the event of a recall, such recall will be made in the reverse order of reduction of teachers according to the type of contract and area of certification, providing, however, that a teacher with multiple areas of certification shall be given only one opportunity for recall. The right to recall shall extend for a period of one (1) year from the last day the teacher is employed by the West Liberty-Salem Board of Education (end of contract year, August 31).
- E. If a teacher who is in a suspended status is offered a contract, the teacher must accept and return the contract to the Board of Education within fourteen (14) days or all rights to recall will be forfeited.

F. Order of Restoration Based Upon Board Policy

1. Continuing Contract
2. Years at West Liberty-Salem
3. Years of Total Experience
4. Teacher with first day worked
5. Teacher with earliest date of hire
6. By lottery with an Association representative present

G. Retired-rehired teachers will be subject to RIF prior to any non-retired teacher in the affected area of certification. This provision shall supersede the reduction in force provisions contained in O.R.C. 3319.17 and any inconsistent provisions of this Agreement.

**ARTICLE 14 - SICK LEAVE**

- A. Teachers, after notifying their principal, may use sick leave for absence due to personal illness, pregnancy, exposure to contagious disease, or injury; or absence due to illness, injury, or death in the teacher's immediate family. The immediate family is defined as spouse, parents, parents-in-law, children, brother, sister, grandparents, grandchildren, children-in-law, aunts, uncles, nieces, and nephews. Sick leave may be used for the death of a non-family member. Upon notification of his/her principal the teacher will complete and submit his/her absence on the district Kiosk.
- B. The teacher may donate a cumulative total of eight (8) days of his/her sick leave per year. The teacher may donate a maximum of four (4) days of his/her sick leave to any one individual per year. Such donation may be in one lump sum or in any full day multiples adding up to four (4). No sick leave donated under this provision shall be used to allow a teacher to receive or increase severance pay or disability retirement.
- C. A teacher whose absence exceeds ten (10) consecutive work days for personal illness or injury must provide a written physician's medical care statement including verification that the teacher may return to work.
- D. Teachers shall earn up to fifteen days per year sick leave, which may accumulate to a maximum of 200 days, plus an additional fifty (50) days that accumulate for use only and that shall not be part of severance pay calculations. Said sick leave shall be with pay, which shall be credited at the rate of one and one-quarter (1 1/4) days per month.

**ARTICLE 15 - PROFESSIONAL LEAVE**

- A. The Board encourages teachers to attend professional meetings and to visit other area schools for improvement in their own field or specialization. Field trips shall not be counted as professional leave days.
- B. Requests shall be made on the Kiosk for professional leave request form and submitted to the building principal at least three (3) days prior to the conference or visitation in question.

Professional leave shall not be granted during parent/teacher time scheduled on the school calendar.

C. The number of teachers permitted to attend any conference or visitation shall be determined by the building principal or the Superintendent.

D. Academic - Teachers

1. Each teacher may attend workshops, professional meetings and curriculum meetings not to exceed a total of four (4) days each school year beginning July 1 and ending June 30. These meetings shall be directed to support a teacher's professional growth and/or improvement plan.

2. Prior approval of the Superintendent or his/her designee is required.

3. The availability of substitutes is a factor to be considered before professional leave will be granted.

4. The teacher is entitled to full reimbursement of normal expenses, subject to Board established limits and the financial status of the district. Payment will be made after a written report of the professional meeting and verification of expenses have been received and approved by the building principal in the Kiosk.

5. Mandatory meetings provided by the State Department of Education or other vocational requirements do not count in the total allowable days for each teacher.

6. Additional leave days may occur at the request of the building principal or Superintendent, with the consent of the specific teacher.

7. Upon return to school, the teacher will complete and submit the absence form to the building principal.

E. Extra-Curricular Faculty

1. Each varsity head coach and one assistant may request professional leave to attend one clinic per sport. If the head coach does not choose to go and sends an additional assistant, this will count as his/her clinic.

2. The faculty member is entitled to full reimbursement of normal expenses subject to Board established limits and the financial status of the district. Payment will be made after a written report of the professional meeting and verification of expenses have been received in the Kiosk and approved by the Superintendent.

3. Tournaments do not qualify as clinics and are not applicable for professional leave considerations. Personal leave is applicable.

4. Where tournaments and clinics are held the same day, it will be considered a clinic for leave request purposes.

5. Other extra-curricular activities advisors may attend not more than one (1) workshop per activity each year as professional leave. Rules for reimbursement and application are the same as stated for coaches.

#### **ARTICLE 16 - PERSONAL LEAVE**

- A. Personal leave will be approved for three restrictive days per year for teachers:
- B. The above days will not be accumulative, except as in the case of D7a, and will be for each school year July 1st to June 30th.
- C. The above days will be restrictive for the present personal leave reasons which are necessary and compelling.
- D. Personal leave days may be used by any teacher for personal obligations that are necessary and compelling which involve family events, community events, business transactions, or legal transactions subject to the following provisions:
  1. Request shall be made selecting personal leave request in the Kiosk with a reason(s) stated for the leave.
  2. Request shall be submitted for approval to the building principal at least three (3) school days in advance except in the event of an emergency.
  3. **(Intentionally left blank.)**
  4. Teachers are discouraged from using personal leave on the last workday before, or the first workday following any holiday or vacation and may not do so except:
    - a. In the event of an emergency; or
    - b. Prior approval is obtained from the principal and superintendent.
  5. The number of teachers using leave in any one day will be determined by the availability of substitutes.
  6. Day(s) shall not be used in an unprofessional manner so as to project a poor image of the teacher to the school or community.
  7. Any teacher who has not used personal leave will receive compensation on the second payday of June as follows:
    - a. 3 days not used = 100% of teacher's daily pay. However, in lieu of this pay, the teacher may opt to have a fourth day of personal leave available during the following school year (the "second year"). If a teacher uses one or more of those four days of personal leave in the second year, the other

one, two, or three days of unused personal leave from the second year shall be compensated per the percentage of the teacher's daily rate specified in this paragraph (7) with no exceptions. If the teacher opts to cash out all four days, the teacher shall be compensated for up to three days not used at 100% of one day's pay and the fourth day not used at 50% of one day's pay (in lieu of [b] and [c] below). If the teacher uses none of the four days of personal leave in the second year and does not opt to cash out accumulated personal leave at the end of year two, the teacher shall have a fifth day of personal leave available during the following year (the "third year"). The teacher may use up to five days of personal leave in the third year. If the teacher does not use all five days in the third year, the teacher shall be compensated for up to three days not used at 100% of one day's pay, the fourth day not used at 65% of one day's pay, and the fifth day not used at 35% of one day's pay (in lieu of [b] and [c] below). It is assumed that the teacher will cash out his/her days unless they notify the Treasurer by May 31.

- b. 2 days not used = 65% of teacher's daily pay
- c. 1 day not used = 30% of teacher's daily pay

E. Teachers who do not miss a day of work, including sick leave (includes any donated sick leave days to other employees, however, professional leave and jury duty are excluded), personal leave or unpaid days for one school year shall receive a bonus in the amount of \$300.00 to be paid by separate check, by August 31. The personal leave year-end payout (Article 16, Item D, Number 7) is not impacted by this item.

## **ARTICLE 17 - MATERNITY LEAVE AND LEAVE OF ABSENCE**

### **A. Maternity Leave**

1. A teacher may request sick leave and/or leave of absence for maternity leave.
2. The teacher shall submit written notice to the principal at least 90 days prior to the requested leave. The 90-day notice period may be waived if an emergency situation should develop, or if a doctor recommends a plan of treatment that makes a 90-day notice impracticable (e.g., a Caesarean Section).
3. The effective date and duration of the leave will be determined by the teacher and physician, and provided in writing to the Building Principal.
4. The Family and Medical Leave Act (FMLA) will be complied with. In addition, the following conditions will apply:
  - a. The twelve (12) weeks may be taken in time blocks of not less than five (5) days.

- b. The teacher requesting leave under FMLA must present prior to taking a leave, a certificate from a medical practitioner stating that the teacher is unable to perform his or her job or is needed at home to care for a sick family member.
- c. After three (3) weeks, six (6) weeks, and nine (9) weeks of leave, the teacher will, in writing, inform the Superintendent of the teacher's intention to return to work.
- d. When returning to work, the teacher will provide certification from a medical practitioner verifying the teacher can return to work.

**B. Other Unpaid Leaves of Absence**

Leaves of absence may be granted by the Board, subject to the following conditions:

- 1. Sick leave will not be earned while on an unpaid leave of absence.
- 2. Wages and paid benefits cease upon the effective date of the leave.
- 3. No teacher granted leave shall have full-time employment with another employer.
- 4. All leaves shall not exceed one year, but may be renewed with Board approval.
- 5. Requests for leaves of absence must be submitted prior to April 30.
- 6. All requests must be submitted to the principal.
- 7. The teacher on leave must indicate by April 1 his/her intention to return from leave.

**ARTICLE 18 - GRIEVANCE PROCEDURE**

**A. Definitions:**

- 1. "Administration" shall mean those excluded from the bargaining unit as identified in Article 1: Recognition.
- 2. "Days" shall mean actual working days unless specified differently.
- 3. "Grievance" shall mean a claim by a teacher, or the Association that there has been a violation, misinterpretation, or misapplication of this contract between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work, for it is intended that it shall be submitted to this procedure.
- 4. "Grievant" shall mean the teacher(s) or the Association initiating the grievance.
- 5. Each grievance shall be initiated at whatever level the administration has the

power to affect the remedy.

B. Rights of the Grievant and the Association:

1. A grievant may be accompanied at all steps of the grievance by a local representative of the Association and the Association may be present at any grievance hearing or meeting.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits:

1. The maximum number of days is indicated at each step in the procedure.
2. If the grievant does not present a grievance within fourteen (14) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
6. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.
8. The time limits set forth in Steps I through IV of this grievance procedure are to be the maximum.

D. Grievance Procedure:

1. Informal Procedure

A grievance shall first be presented to the appropriate administrator in an attempt to resolve the problem.

## 2. Formal Procedure

### Step I:

If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Formal Grievance Report Form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the building principal. Within five (5) days of the receipt of the Formal Grievance Report Form, the building principal shall meet with the grievant. The building principal shall write a disposition of the grievance within five (5) days after such meeting by completing the appropriate part of the Formal Grievance Report Form Step I, and returning a copy to the grievant, to the Association, and to the Superintendent. (See Attachment J, p. 45)

### Step II:

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Formal Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within five (5) days meet with the grievant. Within five (5) days of this meeting, the Superintendent or his/her designee shall write a disposition of the grievance, by completing the appropriate part of Step II, forwarding a copy to the grievant, the Association, and the building principal. (See Attachment K, p. 46)

### Step III:

If the grievant or Association is not satisfied with the disposition of the grievance at Step II, the grievant or Association shall, within five (5) days of such disposition, complete formal Grievance Report Form, Step III, and submit same to the Board or its designee, who shall, within ten (10) days meet with the grievant. Within five (5) days of this meeting, the Board or its designee shall write a disposition of the grievance, by completing the appropriate part of Step III, forwarding a copy to the grievant, the Association, the Superintendent, and the building principal (See Attachment L, p. 47)

### Step IV:

If the grievant is not satisfied with the disposition of the grievance at Step III, the Association may request a hearing before an arbitrator by sending its "Demand for Arbitration" by certified mail to the American Arbitration Association with a copy to the Superintendent of Schools. Such "demand" must be sent not less than fifteen (15) working days from the receipt of the Board's response in Step III.

The arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time limits as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be

binding on all parties to this contract and to the grievance.

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, including specifically, not 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. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issues(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall make no award contrary to law or this Agreement.

The cost of arbitrations shall be shared equally by each party, who shall also bear the responsibility for the cost of their own representatives.

E. Miscellaneous:

1. Nothing contained in this procedure shall be construed as limiting the individual right of the teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication before filing a grievance.
2. The Association, as such, shall have the right to file a single grievance, if the subject matter involved concerns an alleged identical violation of the negotiated contract affecting two (2) or more teachers of the bargaining unit. The settlement of such a grievance shall apply to all teachers involved.
3. There shall be no harassment against anyone filing a grievance. All grievance materials shall be kept separate from and not be made a part of any personnel files.

## **ARTICLE 19 - PARENTAL COMPLAINT PROCEDURE**

The following are the recommended steps for a parent or guardian to take when a question or complaint arises:

- A. The parent should notify and set up a time agreeable to all parties to discuss the problem(s) with the teacher or teacher and principal involved.
- B. The parent should notify and discuss the problem(s) with the building principal.
- C. Before proceeding to Step D, the parent and teacher should put their respective viewpoints in writing to present to the Superintendent.
- D. The parent should notify and discuss the problem(s) with the Superintendent.

- E. If not satisfied after the above steps, the parent may come before the Board with the problem(s).

## **ARTICLE 20 - PAYROLL PRACTICES**

- A. All teachers on contracted salaries shall be paid on a twelve (12) month basis in twenty-six (26) equal pays. If for some reason the computer is out of operation as late in the week as noon on Wednesday before payday, personnel in the Treasurer's office will begin writing checks by hand so that payroll is met on time. All teachers hired after July 1<sup>st</sup> 2014, must use direct deposit.

The Treasurer will adjust the pay cycle as appropriate, making two (2) pays over five (5) weeks to prevent overpayment due to payroll creep.

The Treasurer will notify WL-SEA of the need to implement payroll creep one (1) year in advance.

- B. Payroll Deductions

The following payroll deductions may be authorized by teachers:

1. Professional Association Dues
2. Tax Sheltered Annuity Allocations - any new Tax Sheltered Annuity company must enroll a minimum of any three (3) West Liberty-Salem school teachers. Any Tax Sheltered Annuity which loses all enrollees will have to meet the new TSA criteria.
3. Credit Union - members of the Credit Union who have payroll deductions will have those deductions made each pay period and those deductions will be sent to the Credit Union within seven (7) working days
4. City and Income Tax
5. Health/Hospitalization/Surgical Insurance

## **ARTICLE 21 - RETIREMENT SEVERANCE PAY**

- A. For purposes of this Article, "years of service" means total years of service as a teacher of the West Liberty-Salem Local School District.
  1. A teacher with up to ten (10) years of service shall be entitled, upon retirement, to severance pay in an amount equal to 25% of 120 days, for a maximum of thirty (30) days' pay.
  2. A teacher with at least ten (10) but fewer than twenty (20) years of service shall be entitled, upon retirement, to severance pay in an amount equal to 25% of his or her

accumulated sick leave, up to a maximum of fifty (50) days' pay.

3. A teacher with at least twenty (20) years of service shall be entitled, upon retirement, to severance pay equal to 33% of the teacher's accumulated sick leave, up to a maximum of sixty-six (66) days.
  4. The rate of pay for purposes of severance pay calculations shall be the teacher's per diem rate of pay immediately preceding his or her effective date of retirement.
  5. A teacher who accumulates 200 sick leave days may accumulate an additional fifty (50) days for use only, and such days shall not be part of severance pay calculations.
- B. For teachers who are not eligible for the accumulated leave plans set forth in paragraph (E) below, the severance payment shall be made in January following the calendar year in which the teacher's retirement with STRS becomes effective.
- C. In the event of the death of a teacher the severance pay due such teacher under the provisions and limitations of the policy, shall be paid to the life insurance beneficiary of the teacher or the estate of the deceased as though that teacher had actually retired on the date of death.
- D. "Retirement" as used in this provision shall mean service retirement on the State Teachers Retirement System within thirty (30) days of the expected date of retirement from the school district.
- E. Accumulated Leave Plan

All teachers employed as of September 1, 2007, who turn 55 or older in the calendar year in which they retire, will take part in an Accumulated Leave Plan that is offered by one of the following four companies: ING, Oppenheimer, AMEX, or Jackson.

Teachers hired after September 1, 2007, who turn 55 or older in the calendar year in which they retire, will take part in an Accumulated Leave Plan that is offered by either ING or Oppenheimer.

1. If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within seventy-five (75) calendar days of the participant's last workday in an amount equal to the lesser of:
  - a. The total amount of the Participant's Severance Pay; or
  - b. The maximum contribution amount allowable under the terms of the accumulated leave plan.
2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a

calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.

3. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

## **ARTICLE 22 - PHYSICAL EXAMS AND MEDICAL TESTS**

All necessary TB examination expenses are to be borne by the Board, with the Board having the right to designate a reasonably located facility to be used for X-rays. Other expenses resulting from medical tests or examination required for employment, excluding recovery tests or examinations during employment, shall be borne by the Local Board of Education.

## **ARTICLE 23 - INSURANCE**

### **A. Dental Insurance**

The Board of Education will provide a group dental plan for teachers through a carrier licensed by the State of Ohio. Such plan includes 100% of usual, customary, and reasonable (UCR) for Class I services, 80% of UCR for Class II services, and 60% of UCR charges for Class III and Class IV services. The Board will contribute the same % of the premium for the single coverage and the same % of the premium for family coverage of the Dental Insurance as defined in item C. Health Benefits Plan, Plan B and Plan C during the term of this Master Contract.

### **B. Life Insurance**

The Board will provide a twenty thousand dollar (\$20,000.00) life insurance policy for teachers through a carrier licensed by the State of Ohio. The Board of Education will contribute 100% of the plan during the term of this Master Contract.

### **C. Health Benefits Plan**

The West Liberty-Salem Board of Education will provide health benefits plans through CDMU at current coverage levels (see health benefits plan B and plan C policy books and dental benefits plan E book in effect as of February 1, 2007).

The Board of Education shall offer plan B and plan C health benefits. Teachers may elect either plan, and the Board shall pay premiums as follows:

Plan B:

In the 2011-2012 contract year, the Board shall pay 95% for single coverage premium. The Board shall pay 85% of the family coverage premium, and 85% family coverage premium for married couples employed as certified staff.

Plan C:

In the 2011-2012 contract year, the Board shall pay 100% for single coverage premium. The Board shall pay 90% of the family coverage premium, and 100% family coverage premium for married couples employed as certified staff.

Notwithstanding anything to the contrary herein, the parties acknowledge that CDMU shall no longer exist after 8/30/2012. The Board of Education will continue providing one or more health benefit plans after this date, and the Board will make reasonable efforts to provide health benefits reasonably similar to those previously available through CDMU. However, the Board retains exclusive discretion to join a consortium and/or contract with a health benefits provider and to consider costs in making its decision.

In the 2012-2013 and 2013-2014 school years, the Board of Education shall continue paying up to the following dollar amounts for benefit plans:

Single Coverage	\$ 600 per month (\$7,200 per year)
Family Coverage	\$1,446 per month (\$17,352 per year).

(These are current contributions made by the Board for Plan B coverage at 85% family and 95% single)

Employees shall pay the remaining costs of single and family benefit plans.

Contingent Contribution

If the Board's benefit plan(s) costs exceed \$600 per month for single coverage or \$1,446 per month for family coverage the Board will pay for such increased costs of the benefit plan to employees up to a maximum of 8% over the current CDMU, Plan B, Board's share (i.e., up to an additional \$48 for single coverage and \$115 for family coverage per month). The employee would be responsible for any additional cost above this Contingent Contribution.

Shared Cost Savings

If the Board's benefit plan(s) costs are less than \$600 per month for single coverage or \$1446 per month for family coverage, the Board will reduce payroll deductions by dollar amounts equivalent to the percentage of cost savings for the benefit plan(s).

D. IRS Section 125 Plan

The Board will make available to each teacher the full IRS Section 125 Plan. The Plan will

annuitize insurance premiums, medical expenses, and dependent care. The Board reserves the right to select and administer the plan in accordance with state and federal laws, rules, and regulations.

- E. Should the State of Ohio require by law, WL-S to enter into the State Insurance Pool, Article 23 will be opened for negotiation in order to choose the State Insurance Pool plan closest to our current coverage levels.

F. Job Sharing

Notwithstanding anything to the contrary in Article 40, a teacher in a shared staffing assignment or job sharing team whose spouse is a Board employee will take family health benefits coverage through the spouse's employment. The teacher's job share partner will have the opportunity to purchase insurance benefits at the rates charged to the Board.

#### **ARTICLE 24 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

The Board herewith agrees with the Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid on behalf of the teachers in the bargaining unit under the following terms and conditions and at no expense to the Board:

- A. The amount to be "picked-up" on behalf of each teacher shall be the current individual contribution required by STRS of the teacher's gross annual compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- B. The pick-up percentage shall apply uniformly to all teachers as a condition of employment.
- C. The pick-up became effective September 1, 1984 and has applied to all compensation, including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return without penalty, to the former method of teacher/employer contributions.
- E. Payment for sick leave, personal leave, severance pay, and supplementals including unemployment and worker's compensation, shall be based on the teacher's daily gross pay prior to reduction as basis (i.e., gross pay divided by the number of days in a teacher's contract).

#### **ARTICLE 25 - SEVERABILITY**

- A. In the event there is a conflict between a provision of this Master Contract and RC 4117.10(A) or a federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, RC 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other

provisions of this contract which are not in conflict with RC 4117.10(A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Master Contract relative to the affected provision within sixty (60) days by demand of either party.

- B. If, during the term of this Master Contract, there is a change in RC 4117.10(A) or federal law, or a valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Master Contract relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this Master Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

#### **ARTICLE 26 - PROFESSIONAL GROWTH**

- A. All teachers may have the option of participating in a professional growth program. The teacher shall submit the Professional Growth Form to the Superintendent for approval. (See Attachment M, p. 48)
- B. Graduate Study Guidelines:
  - 1. A maximum of eight (8) semester hours per year.
  - 2. The course must be in the field of education with prior approval by the administration.
  - 3. The teacher must receive a grade of "B" or better in the course. A grade of "pass" or "satisfactory" in non-graded courses will be acceptable.
  - 4. The Board of Education agrees to reimburse 50% of tuition cost with a maximum of eight (8) semester hours per year.
- C. Reimbursement Requirements:
  - 1. Prior approval
  - 2. Complete the course and produce a receipt of grade/report
  - 3. Proof of payment
  - 4. Actual cost of tuition

## ARTICLE 27 - TEACHER AIDES

The Board will make every reasonable attempt to employ sufficient educational aides to supervise study halls, bus duty, school yards, lunch rooms, and school halls.

## ARTICLE 28 - INCLUSION

In order to more fully comply with the letter, spirit, and philosophy of the applicable laws relating to the inclusion and mainstreaming of special needs students into the regular classroom, the Board and the Association agree the following items are necessary and will be done.

- A. Inclusion shall mean the placement of IDEA or Section 504 identified students in the classroom of a regular education teacher. All such teachers shall be given reasonable advance notice of an IEP conference and may attend or give input in writing to the IEP team. This includes teachers who currently have responsibilities with respect to the student and those teachers (if known) who will have responsibilities with respect to the student in the next year.
- B. Because of their special needs, IDEA students will be distributed evenly and on a rotating basis among classes within a grade level or sections of a given class, unless mutually agreed to by the Building Principal and the teacher(s).
- C. The IEP shall identify service(s) to be provided to the IDEA student. The regular classroom teacher shall only be responsible for teaching and teaching assignments shall be appropriate to each teacher's certification.
- D. Additional classroom support requested by the classroom teacher may be provided when IDEA students are included or mainstreamed. The support may include, but not be limited to, nursing, aides, tutors, and the special education teacher in the classroom.
- E. Teachers assigned IDEA students will be provided adequate support and training.
- F. If any special medical needs student(s) is/are placed in a classroom, the teacher will not be required to: administer medication, perform any medical procedures, or handle problems with bowel or bladder control, or body fluids, unless it is an extreme emergency which requires immediate attention.
- G. If problems should arise as a result of inclusion, including but not limited to any of the issues set forth above, a meeting will be set up with the Inclusion Review Team.
  - 1. The Inclusion Review Team will consist of two uninvolved classroom teachers, the Building Principal, an uninvolved resource teacher, and a Board member.
  - 2. The Inclusion Review Team will make appropriate recommendations to the affected parties.
  - 3. Either party may request that an Inclusion Review Team meeting occur, and that

Team will meet within ten (10) work days of that request.

#### **ARTICLE 29 - JOB DESCRIPTIONS**

Before the Board changes any teaching or supplemental job description or adopts a job description where none now exists, said description(s) must be presented to the Association President.

#### **ARTICLE 30 - EXTRA DUTY PAY**

Any extra duty pay will be paid in a check separate from the regular paycheck.

#### **ARTICLE 31 (INTENTIONALLY LEFT BLANK)**

#### **ARTICLE 32 - PERSONNEL RECORDS**

- A. The only official personnel file for each teacher shall be maintained in the Office of the Superintendent.
- B. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher, who shall receive a copy of the material. If the teacher refuses to sign the material, such fact shall be noted.
- C. No anonymous letters or materials shall be placed in any teacher's file, nor shall they be made a matter of record.
- D. Teachers shall be entitled to make a copy of materials in their files, except for material supplied prior to employment.
- E. Teachers may review their personnel files. The review of any file shall be in the presence of the Superintendent or his/her designee.
- F. If a teacher disputes accuracy, relevancy, timeliness, or completeness of the information maintained by the Board, he/she may request the Superintendent to investigate the current status of the information. Within reasonable time, the Superintendent will conduct an investigation to determine if the disputed information complies with the provisions of the law, RC 1347.08.
- G. Any documentary information outside the file, which is to form the basis of a teacher's evaluation or a recommendation for employment or non-employment, will be furnished to the teacher at least ten (10) days prior to its use.

### **ARTICLE 33 - ASSOCIATION/ADMINISTRATION COUNCIL**

- A. Each year, the Association President will appoint three (3) teachers to serve on an Association/Administration Council with the building principals and the Superintendent. The three teachers should represent the elementary, the middle school and the high school areas. This Council will meet monthly, if needed, to discuss concerns the teachers or administration may have. This Council will not consider items relating to grievances or negotiations. Minutes shall be made and distributed at the conclusion of each meeting and posted in the teachers' workrooms.
- B. The Association and the Board shall form a joint committee, which shall include three (3) Association representatives and three (3) administration representatives. The committee may make consensus-based recommendations on possible cost reductions.

### **ARTICLE 34 - LABOR RELATIONS SEMINAR**

- A. The Association shall establish a Labor Relations Committee which shall be in charge of an annual labor relations seminar.
- B. The purpose of such a labor relations seminar is to provide members with information to improve relations with their Board, administration, and non-members.
- C. The Board agrees to pay a seminar fee for attending. The Association shall submit a list of eligible teachers to the Treasurer's Office following this seminar. This seminar fee shall be paid in a lump sum, separate check, by the end of October.
- D. The Board will pay each of the eligible teachers a seminar fee of \$425 each year of the Master Contract.

### **ARTICLE 35 - OSHA**

The Board will abide by the conditions in R.C. 4167 to provide a safe working place for its teachers.

**ARTICLE 36 - SALARY SCHEDULE**

**2014-2015 WL-S Teacher Matrix**

Old Base  
\$  
32,334

New Base  
\$32,980.68

2%  
Increase

\$  
32,981

Step	BA		BA+150		MA		MA+	
	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
0	1.0000	32,981	1.0500	34,630	1.1100	36,609	1.1500	37,929
1	1.0400	34,301	1.0950	36,114	1.1630	38,358	1.2130	40,007
2	1.0800	35,619	1.1400	37,598	1.2160	40,106	1.2660	41,754
3	1.1200	36,939	1.1850	39,082	1.2690	41,852	1.3190	43,502
4	1.1600	38,259	1.2300	40,566	1.3220	43,600	1.3720	45,250
5	1.2000	39,577	1.2750	42,050	1.3750	45,349	1.4250	46,997
6	1.2400	40,897	1.3200	43,534	1.4280	47,096	1.4780	48,745
7	1.2800	42,215	1.3650	45,019	1.4810	48,844	1.5310	50,494
8	1.3200	43,534	1.4100	46,503	1.5340	50,593	1.5840	52,242
9	1.3600	44,855	1.4550	47,987	1.5870	52,341	1.6370	53,989
10	1.4000	46,173	1.5000	49,471	1.6400	54,088	1.6900	55,738
11	1.4400	47,492	1.5450	50,956	1.6930	55,837	1.7430	57,486
12	1.4800	48,812	1.5900	52,440	1.7460	57,585	1.7960	59,233
15	1.5200	50,131	1.6350	53,924	1.7990	59,332	1.8490	60,981
20	1.5600	51,451	1.6800	55,409	1.8520	61,080	1.9020	62,730
25	1.6000	52,770	1.7250	56,893	1.9050	62,829	1.9550	64,477
27	1.6400	54,088	1.7700	58,377	1.9580	64,576	2.0080	66,225

2015-2016 WL-S Teacher Matrix

Old Base \$ 32,981  
 New Base \$ 33,640.62  
 2% Increase  
 \$ 33,641

Step	BA		BA+150		MA		MA+	
0	1.0000	33,641	1.0500	35,323	1.1100	37,341	1.1500	38,688
1	1.0400	34,986	1.0950	36,836	1.1630	39,124	1.2130	40,807
2	1.0800	36,332	1.1400	38,350	1.2160	40,907	1.2660	42,590
3	1.1200	37,677	1.1850	39,864	1.2690	42,690	1.3190	44,373
4	1.1600	39,023	1.2300	41,378	1.3220	44,473	1.3720	46,156
5	1.2000	40,369	1.2750	42,892	1.3750	46,256	1.4250	47,939
6	1.2400	41,714	1.3200	44,406	1.4280	48,039	1.4780	49,722
7	1.2800	43,060	1.3650	45,919	1.4810	49,822	1.5310	51,505
8	1.3200	44,406	1.4100	47,433	1.5340	51,605	1.5840	53,288
9	1.3600	45,751	1.4550	48,947	1.5870	53,388	1.6370	55,071
10	1.4000	47,097	1.5000	50,461	1.6400	55,171	1.6900	56,854
11	1.4400	48,442	1.5450	51,975	1.6930	56,954	1.7430	58,637
12	1.4800	49,788	1.5900	53,489	1.7460	58,737	1.7960	60,420
15	1.5200	51,134	1.6350	55,002	1.7990	60,519	1.8490	62,203
20	1.5600	52,479	1.6800	56,516	1.8520	62,302	1.9020	63,985
25	1.6000	53,825	1.7250	58,030	1.9050	64,085	1.9550	65,768
27	1.6400	55,171	1.7700	59,544	1.9580	65,868	2.0080	67,551

2016-2017 WL-S Teacher Matrix

Old Base                      New Base  
 \$33,641                      \$  
    33,977.41                      1% Increase  
    \$33,977                      % Subject to  
       change

Step	BA		BA+150		MA		MA+	
0	1.0000	33,977	1.0500	35,676	1.1100	37,715	1.1500	39,075
1	1.0400	35,337	1.0950	37,205	1.1630	39,516	1.2130	41,216
2	1.0800	36,696	1.1400	38,734	1.2160	41,317	1.2660	43,016
3	1.1200	38,055	1.1850	40,263	1.2690	43,117	1.3190	44,817
4	1.1600	39,414	1.2300	41,792	1.3220	44,918	1.3720	46,618
5	1.2000	40,773	1.2750	43,321	1.3750	46,719	1.4250	48,419
6	1.2400	42,132	1.3200	44,850	1.4280	48,520	1.4780	50,220
7	1.2800	43,491	1.3650	46,379	1.4810	50,321	1.5310	52,020
8	1.3200	44,850	1.4100	47,908	1.5340	52,121	1.5840	53,821
9	1.3600	46,209	1.4550	49,437	1.5870	53,922	1.6370	55,622
10	1.4000	47,568	1.5000	50,966	1.6400	55,723	1.6900	57,423
11	1.4400	48,927	1.5450	52,495	1.6930	57,524	1.7430	59,224
12	1.4800	50,287	1.5900	54,024	1.7460	59,325	1.7960	61,024
15	1.5200	51,646	1.6350	55,553	1.7990	61,125	1.8490	62,825
20	1.5600	53,005	1.6800	57,082	1.8520	62,926	1.9020	64,626
25	1.6000	54,364	1.7250	58,611	1.9050	64,727	1.9550	66,427
27	1.6400	55,723	1.7700	60,140	1.9580	66,528	2.0080	68,228

The BA-0 base salary shall remain Thirty-Two Thousand, Three Hundred Thirty-Four Dollars (\$32,334) for the 2012-13 and 2013-14 school years (0% increase). The salary schedule will be frozen, and teachers shall not receive a vertical step increase for the 2012-13 and 2013-14 school years.

Teachers will advance one vertical step on the salary schedule, if eligible to do so, on June 30, 2014 unless negotiated otherwise.

The step freeze will end on July 1, 2014. Eligible teachers will receive one year of service credit on the salary schedule at the start of the 2014-2015 school year, and thereafter. The parties recognize that the years of service in the District during the freeze will not be recognized on the salary schedule.

The base salary will increase by 2.0% for the 2014-15 school year, by 2.0% for the 2015-16 school year, and by 1.0% for the 2016-17 school year. However, if the Board's unreserved fund balance (Line 15.01) on June 30, 2016 exceeds \$2,000,000, the base salary increase for the 2016-17 school year will be 1.5% instead of 1.0%.

When the step freeze ends on July 1, 2014, if a teacher receives a year of service credit on the salary schedule but does not receive a pay increase as a result (e.g., a teacher who moves

from 12 years of service credit to 13 years), the Board will pay the teacher a \$500 one-time lump sum, which will not be added to the teacher's base salary. This payment will be made on the date of the second pay of September, 2014. This provision will not affect teachers who are at the top step of the salary schedule.

**ARTICLE 37 - SUPPLEMENTAL SALARY SCHEDULE**

FY 2015					
2% BASE INCREASE SUPPLEMENTAL INDEX					
\$ 32,981					
1	0.184	0.204	0.224	0.244	
	\$ 6,069	\$ 6,728	\$ 7,388	\$ 8,047	
2	0.125	0.135	0.145	0.155	
	\$ 4,123	\$ 4,452	\$ 4,782	\$ 5,112	
3	0.085	0.093	0.101	0.109	
	\$ 2,803	\$ 3,067	\$ 3,331	\$ 3,595	
4	0.072	0.078	0.084	0.090	
	\$ 2,375	\$ 2,573	\$ 2,770	\$ 2,968	
5	0.062	0.068	0.074	0.080	
	\$ 2,045	\$ 2,243	\$ 2,441	\$ 2,638	
6	0.045	0.049	0.053	0.057	
	\$ 1,484	\$ 1,616	\$ 1,748	\$ 1,880	
7	0.040	0.044	0.048	0.052	
	\$ 1,319	\$ 1,451	\$ 1,583	\$ 1,715	
8	0.032	0.035	0.038	0.041	
	\$ 1,055	\$ 1,154	\$ 1,253	\$ 1,352	
9	0.025	0.028	0.031	0.034	
	\$ 825	\$ 923	\$ 1,022	\$ 1,121	
10	0.015	0.017	0.019	0.021	
	\$ 495	\$ 561	\$ 627	\$ 693	

FY 2016

2% BASE INCREASE  
SUPPLEMENTAL INDEX

\$  
33,641

1	0.184	0.204	0.224	0.244
\$	\$	\$	\$	\$
6,190	6,863	7,535	8,208	
2	0.125	0.135	0.145	0.155
\$	\$	\$	\$	\$
4,205	4,541	4,878	5,214	
3	0.085	0.093	0.101	0.109
\$	\$	\$	\$	\$
2,859	3,129	3,398	3,667	
4	0.072	0.078	0.084	0.090
\$	\$	\$	\$	\$
2,422	2,624	2,826	3,028	
5	0.062	0.068	0.074	0.080
\$	\$	\$	\$	\$
2,086	2,288	2,489	2,691	
6	0.045	0.049	0.053	0.057
\$	\$	\$	\$	\$
1,514	1,648	1,783	1,918	
7	0.040	0.044	0.048	0.052
\$	\$	\$	\$	\$
1,346	1,480	1,615	1,749	
8	0.032	0.035	0.038	0.041
\$	\$	\$	\$	\$
1,076	1,177	1,278	1,379	
9	0.025	0.028	0.031	0.034
\$	\$	\$	\$	\$
841	942	1,043	1,144	
10	0.015	0.017	0.019	0.021
\$	\$	\$	\$	\$
505	572	639	706	

FY 2017

1% BASE INCREASE  
 SUPPLEMENTAL INDEX SUBJECT TO CHANGE

\$  
 33,977

1	0.184	0.204	0.224	0.244
\$	\$	\$	\$	\$
6,252	6,931	7,611	8,290	
2	0.125	0.135	0.145	0.155
\$	\$	\$	\$	\$
4,247	4,587	4,927	5,266	
3	0.085	0.093	0.101	0.109
\$	\$	\$	\$	\$
2,888	3,160	3,432	3,703	
4	0.072	0.078	0.084	0.090
\$	\$	\$	\$	\$
2,446	2,650	2,854	3,058	
5	0.062	0.068	0.074	0.080
\$	\$	\$	\$	\$
2,107	2,310	2,514	2,718	
6	0.045	0.049	0.053	0.057
\$	\$	\$	\$	\$
1,529	1,665	1,801	1,937	
7	0.040	0.044	0.048	0.052
\$	\$	\$	\$	\$
1,359	1,495	1,631	1,767	
8	0.032	0.035	0.038	0.041
\$	\$	\$	\$	\$
1,087	1,189	1,291	1,393	
9	0.025	0.028	0.031	0.034
\$	\$	\$	\$	\$
849	951	1,053	1,155	
10	0.015	0.017	0.019	0.021
\$	\$	\$	\$	\$
510	578	646	714	

All coaches whose season extends beyond the first week of automatic OHSAA tournament play, inclusive of those coaching individuals, shall receive an additional compensation at the rate of .06 per week of competition multiplied by the individual coach's supplemental salary. In football the above stipend will go into effect each week the Tigers compete in the state football playoffs.

When a single position is shared by two or more people, the supplemental salary will be divided proportionately.

#### Summer Pay

For the term of this Master Contract, the rate of compensation for teaching summer school shall be twenty-three dollars per hour (\$23/Hr.)

The supplemental salary index for the 2012-2013 and 2013-2014 school years shall be increased by 0%. The index also shall be frozen, and teachers shall not receive any other supplemental pay increases for the 2012-2013 and 2013-2014 school years.

### **ARTICLE 38 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. Scope of the Committee: The scope of the LPDC shall be district-wide.
- B. There shall be five (5) total members on the committee, and there shall be a majority of teacher members on the LPDC.
  - 1. The Association shall appoint all teacher members to the LPDC or any replacements to the committee, if vacancies occur and shall determine the length of the service of those representatives. The appointees shall consist of one elementary teacher, one middle school/junior high teacher and one high school teacher.
  - 2. Two representatives appointed by the Superintendent.
  - 3. Term of Office: The term of office for the teacher members serving on the Committee shall be three (3) years. The appointees of the Superintendent shall serve at his or her will.
- C. Frequency of Meetings: The LPDC shall determine the frequency, length, and time of meetings, provided however that such meetings may not be held in such a way as to impede the teacher's preparation time, and if such meetings are held during the teacher work day, the committee must have advance approval of the Superintendent or designee. A calendar of the yearly meetings shall be established at the first LPDC meeting each year by September 30th. Said calendar shall be given to each educator in the district along with the names of the members of the LPDC.
- D. Decision-Making: For LPDC meeting purposes, a quorum shall be four members. Decisions shall be made by majority vote of the full Committee membership.
- E. Compensation: LPDC members will be compensated for their work on the committee in the form of either paid release time or in an additional meeting stipend of \$20.00 per hour for any committee activity beyond the regular workday or school year not to exceed 30 hours per year unless approved by the Superintendent. Committee members shall be approved and reimbursed (at Board approval rates for mileage) for all additional expenses incurred in pursuit of their LPDC duties. Committee member must be present to be paid.

Service on an LPDC may be approved as one of the equivalent activities for license renewal, by a four-fifths (4/5) majority of the Committee.

- F. Training: The Board of Education shall provide and pay for training for LPDC members which is necessary to obtain the knowledge and skills required for the Committee's work.
- G. Contract Compatibility: The decisions of the LPDC may not contravene the language of this Master Contract.
- H.
  - 1. If the professional staff member or any two members of the LPDC are dissatisfied with the LPDC's decision(s), the individual or two Committee members may file a request for reconsideration and present any additional information. The LPDC will issue a written decision on the request.
  - 2. The LPDC, upon a four-fifth's majority vote of the Committee, shall draft and distribute to all certified or licensed staff written procedures for appeals.

#### **ARTICLE 39 - ASSOCIATION RIGHTS**

A. The Association President shall:

- 1. Be given access to board policy.
- 2. Have a copy of the agenda, draft minutes, and any other attachments for each Board of Education meeting made available at the same time the agenda is made available to the Board members.
- 3. Receive the names, addresses and telephone numbers of any newly-hired bargaining unit teachers with seven (7) days of Board of Education action to employ them upon request.
- 4. Receive a copy, free of charge, of financial reports of the District upon request.

B. The Association shall:

- 1. Be granted the exclusive organizational right to use teacher mailboxes for written communications.
- 2. Be granted, per established Board of Education policy, the right to use the District's facilities to conduct Association business at reasonable times.
- 3. Be given an opportunity on the first teacher in-service day (orientation) of each new school year to address the teaching staff for the purpose of conducting a general meeting and membership drive.
- 4. Have the use of bulletin boards and all teacher work rooms and lounges, and the right to make Association announcements at staff/faculty meetings, and be

provided a time at each regular Board of Education meeting to address the Board and public.

5. Be granted a total of two (2) days per school year of Association paid leave for attendance of the President of the Association and/or an alternate at the OEA Representative Assembly. The Association President shall notify the Superintendent, in writing, at least three (3) days in advance of the person(s) who will be using Association Leave and the date(s) on which it will be taken.
- C. Association representatives may meet with bargaining unit teachers during the teacher work day, providing the visit does not interfere with instruction or other assigned duties and so long as the Association representative first informs the principal/designee of his or her presence at the building.

#### **ARTICLE 40 - SHARED STAFFING**

- A. Shared Staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two employees for a specific length of time.
1. A teacher must have completed two (2) years of service in the District to be eligible to initiate a shared staffing assignment. The teacher is responsible for finding the job-sharing partner, however the building principal has the sole right to decide if the person meets the qualifications for employment.
  2. Shared staffing assignments shall not be limited. Unlimited shared staffing shall be a pilot program for these school years. The removal of limits shall sunset at 11:58 p.m. on June 30, 2012.
  3. Each job sharing teacher may exchange coverage in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Job sharing teachers shall report and document absences in the same manner as other teachers. Job sharing teachers who substitute teach will be paid at the rates set by the Board for substitute teachers.
  4. Shared staffing shall not be implemented for the purpose of avoiding the filling of a full-time position, to cover work of employees on RIF, nor to achieve a reduction in benefits.
  5. All leaves and other privileges shall be in accordance with the appropriate provisions of the current Board WLSEA Negotiated Contract.
  6. While in a shared staffing position, an employee will earn sick leave at the rate of .625 days per month.
  7. Shared Staffing partnerships must last through the end of the school year.
  8. Job sharing teams shall be composed of a bargaining unit member with the greatest seniority, and a second teacher hired from outside the District on a one-year limited

contract to serve as the job-sharing partner. An incumbent teacher may resign employment to be hired back as a job-sharing partner. Such a teacher shall have no greater rights than any other job-sharing partners.

9. The bargaining unit member with the greatest seniority shall have the right to the fringe benefits provided for the position. There will be one medical insurance plan, one dental insurance plan, one vision insurance plan, and one life insurance plan available to the job sharing team. The teachers sharing the jobs can divide the different types of insurances, but no divisions can be made within the type of insurance coverage. The person not receiving the insurance benefits will have the opportunity to purchase the insurance at rates charged to the Board. Details of who will receive the insurance coverage must be made in writing at the time the request is made to the principal. If one of the teachers purchases the insurance, the treasurer must be notified by the first day of school.
10. Employees shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which they are contracted. Current full-time teachers, who are seeking to form a possible job sharing team for the next school year, or continue a current job sharing team into the next school year, must apply prior to April 1 in writing to the Superintendent.
11. The job sharing team shall present a proposed teaching schedule, including all building responsibilities, to the appropriate building principal. While it may not be possible, efforts shall be made to make the teaching schedules and responsibilities as equal as possible. Members of a team shall not be assigned duties or responsibilities in excess of a regular full-time position. The principal shall approve the schedule. Both members of the team shall attend orientation day, in-service day, open house and system-scheduled parent conferences. Staff meetings will be attended by one member of the team, depending on when they are held (a.m. or p.m.) and that member shall inform the other member of the team of the meeting content.
12. The Board shall reinstate all eligible job-sharing members to full-time status before hiring personnel from outside the district to fill a position for which the eligible job-sharing member has applied and is certificated/licensed.
13. An employee denied a shared staffing assignment shall, upon request, have a conference with the Superintendent to review the denial.
14. The position of job sharing, if granted, is for duration of one (1) school year; however, it may be extended for one (1) or more additional years with agreement of all parties.
15. For the purpose of filling vacancies, the Board will consider the junior job sharing partner as an in-house candidate.

**ARTICLE 41 - DURATION**

This agreement shall be effective immediately upon ratification by the Association and approval by the Board, and shall be effective through 11:59 p.m. on June 30, 2017. The Association and/or any member of the bargaining unit shall not file a grievance or take administrative, legal, or any other action alleging noncompliance with these language changes, or events or conditions that occurred before ratification and approval, with respect to the new language.

For the Board:

Kraig Eckstein  
Chuck Buck PRES.  
Sh. J. Ash TREASURER

Date: \_\_\_\_\_

For the Association:

Jane Seymour  
Nichole Spencer  
Jacquette Emport  
Becky Z. Dupont

Date: \_\_\_\_\_

Imya M. McGuire

ATTACHMENT A - REIMBURSEMENT FOR SUBBING DURING PREP TIME

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\$10.00 per each subbing time will be included in next paycheck (if turned in to Treasurer's Office by the Monday morning preceding pay period).

Date

Period/Time

Teacher Replaced


Ref: Article 7

ATTACHMENT B - EXTENDED TIME SCHEDULE

High School Guidance	20 days
Elementary Guidance	10 days
High School Media	20 days
Elementary Media	20 days
Vocational Home Economics	10 days
Vocational Ag Production	54 days
Industrial Arts	5 days
School Psychologist	20 days
Dean of Students	15 days

Ref: Article 7



ATTACHMENT C1 - ONE YEAR LIMITED SUPPLEMENTAL CONTRACT

\_\_\_\_\_, hereinafter designed as the Teacher, hereby enters into this agreement with the West Liberty-Salem Board of Education, hereinafter designated as the Board, in accordance with the following terms and conditions:

1. In addition to the Teacher's assigned duties provided for in the base contract, said Teacher agrees to accept the following expanded responsibility for the following supplemental assignment:
2. The Board agrees to pay the Teacher the salary of \$\_\_\_\_\_ at Step \_\_\_ per the supplemental salary schedule of the current certified negotiated agreement.
3. The Teacher agrees to abide by all applicable federal and state laws and regulations as well as the policies of the Board and the administrative rules.
4. The Teacher agrees to fulfill all assigned duties and responsibilities in accordance with the Job Description specified for the position covered by this agreement and which may be amended by the Board during the terms of this agreement.
5. The Teacher accepts that this agreement shall be in force only for the \_\_\_\_\_ contract year with automatic nonrenewal of above said contract.
6. Savings Clause. Employment under this contract shall be for its entire term unless the Teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law or by a superseding collective bargaining agreement, is terminated or suspended.
7. Criminal Records Check. The Teacher hereby accepts employment in the Champaign County School District conditioned upon the completion of a criminal record check which complies with ORC 3319.39 or be unacceptable to the Board for any reason, the Teacher understands and agrees that the Teacher may be released from employment without any type of hearing or other termination procedures, which are hereby expressly waived.
8. The employment of \_\_\_\_\_ under this one year Limited Supplemental Contract is subject to all pertinent laws of the State of Ohio.

TEACHER:

BOARD:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
City/State/Zip Code

SIGN AND RETURN WITHIN TEN (10) DAYS  
Form agreed to during negotiations in 1995

ATTACHMENT F - SICK LEAVE BANK FORM

SICK LEAVE BANK FORM

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_ days of my accumulated  
(Your Name) (Number)

sick leave to be transferred to \_\_\_\_\_  
(Receiver's Name)

I realize that I may not donate more than four (4) such days to any one teacher during any school year.  
(July 1 - June 30) I also realize that I can give a total of eight days during any school year (7/1-6/30).

\_\_\_\_\_

Date Signature

Ref: Article 14

ATTACHMENT J - FORMAL GRIEVANCE REPORT FORM, STEP 1

FORMAL GRIEVANCE REPORT FORM I, STEP 1

Grievance # \_\_\_\_\_

\_\_\_\_\_  
(Name of Grievant)

\_\_\_\_\_  
(Date)

In regard to GRIEVANCE REPORT FORM, Step 1 (attached):

A. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Date Received by Superintendent: \_\_\_\_\_

C. Disposition by Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Ref: Article 18

ATTACHMENT K - FORMAL GRIEVANCE REPORT FORM, STEP 2

FORMAL GRIEVANCE REPORT FORM I, STEP 2

Grievance # \_\_\_\_\_

\_\_\_\_\_  
(Name of Grievant)

\_\_\_\_\_  
(Date)

In regard to GRIEVANCE REPORT FORM, Step 1 (attached):

A. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Date Received by Superintendent: \_\_\_\_\_

C. Disposition by Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Ref: Article 18

ATTACHMENT L - FORMAL GRIEVANCE REPORT FORM, STEP 3

FORMAL GRIEVANCE REPORT FORM I, STEP 3

Grievance # \_\_\_\_\_

\_\_\_\_\_  
(Name of Grievant)

\_\_\_\_\_  
(Date)

In regard to GRIEVANCE REPORT FORM, Step 1 and Step 2 (attached):

A. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Date Received by Board: \_\_\_\_\_

C. Disposition by Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Ref: Article 18

ATTACHMENT M - PROFESSIONAL GROWTH FORM

PROFESSIONAL GROWTH FORM

Date of Class \_\_\_\_\_ School Year \_\_\_\_\_

Date Submitted \_\_\_\_\_ Hours Granted This Year \_\_\_\_\_

A. I wish to participate in professional growth program as follows:

- 1. Graduate Course taken through (Univ., College, etc.) \_\_\_\_\_
  - a. \_\_\_\_\_ semester hours. Formula: 3 qtr. hrs. = 2 semester hrs.
  - b. A course in the field of education. Course title:  
\_\_\_\_\_
  - c. Brief description of course: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. I understand that the Board agrees to reimburse fifty percent (50%) of tuition costs for a maximum of eight) semester hours per year. Said reimbursement will be paid upon verification of the following:

- 1. Prior approval
- 2. Completion of the course and receipt of a grade report. (Grade of "B" or better, or "pass" or "satisfactory")
- 3. Proof of payment and actual fee (fee card, paid bill, cancelled check, credit card statement or receipt)
- 4. Copy of actual tuition fee.

\_\_\_\_\_  
Signature of Teacher

C. Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Ref: Article 26

ATTACHMENT M-1 – PROFESSIONAL GROWTH REIMBURSEMENT FORM

Name of Teacher (please print): \_\_\_\_\_

Name of Class: \_\_\_\_\_

Date of Class: \_\_\_\_\_

School Year: \_\_\_\_\_

No. of Sem. Hrs. \_\_\_\_\_

Date Submitted: \_\_\_\_\_

No. of Quarter Hrs. \_\_\_\_\_

Please Check:

- I obtained prior approval.
- I completed the course and received a grade of "B" or better or "pass" or "satisfactory."
- I am attaching the copy of the grade report.
- I am attaching proof of payment.
- I am attaching copy of actual tuition fee.

Tuition Amount Paid by Teacher: \$ \_\_\_\_\_

Amount to be Reimbursed (1/2): \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

Approved  
 Disapproved

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

Ref.: Article 26



ATTACHMENT O

ASSIGNMENT & TRANSFER SUMMER REQUEST FORM

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Current Position

\_\_\_\_\_  
Type of Certificate or License

I am interested in the following grade levels or positions should they open up.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I can be contacted at

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
e-mail address

I understand that I may leave an alternate telephone number(s) if planning to be away from home. The administration shall also post the notice(s) on the District website as well as placing hard copies of such postings next to teachers' mailboxes. Interested individuals may also call the central office periodically to learn of posted vacancies.

A vacancy shall not be filled within seven (7) calendar days of the posting so that teachers presently employed may request a transfer to fill the vacancy and to be considered for the position before a non-employee applicant is hired.

Please return this form to the Superintendent by May 15<sup>th</sup>.

Ref.: Article 10

ATTACHMENT P

MASTERS+ 15 HOURS

"Hours qualifying for the MA+ 15 are graduate semester hours earned after the Masters degree before the fall quarter or fall semester, 2001, and graduate semester hours earned after the Masters degree that are approved by the Superintendent beginning fall, 2001."

Name \_\_\_\_\_ Date \_\_\_\_\_

Please list the date you earned your Masters Degree and the granting institution. Next list all your graduate courses completed after your Masters Degree.

\_\_\_\_\_  
Institution (Masters Degree)

\_\_\_\_\_  
Date Received

ADDITIONAL GRADUATE HOURS AFTER MASTERS DEGREE

Date	Institution	Course Number/Description	Hours
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Teacher's signature: \_\_\_\_\_

Please copy your transcript, highlight the classes that qualify for MA+ 15, attach them to this form, and submit all your paper work to the Superintendent.

**MEMORANDUM OF UNDERSTANDING**

The West Liberty-Salem Education Association and the West Liberty-Salem Local School District Board of Education shall form a joint committee for the 2010-2011 school year. The committee shall include three (3) Association representatives and three (3) administration representatives. The committee shall review and make consensus-based recommendations to the parties on the following issues prior to state mandated deadlines:

- Credit flexibility;
- New teacher/ mentoring program; and
- Teacher licensure (resident educator, professional educator, senior professional educator, lead professional educator).

  
Association \_\_\_\_\_ Date 7-29-14

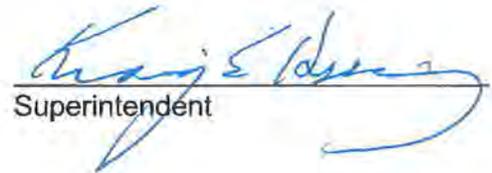
  
Board of Education \_\_\_\_\_ Date 7.8.14

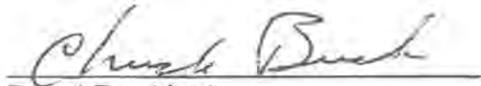
**R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR WLSEA CONTRACT**

The West Liberty-Salem Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the West Liberty-Salem Education Association and the West Liberty-Salem Local School District Board of Education effective from July 1, 2014 through June 30, 2017.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

  
Treasurer

  
Superintendent

  
Board President