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## CHAPTER ONE

### **101 PREAMBLE/DEFINITIONS**

#### 101.01 Purpose

It is the purpose of this Agreement to establish an orderly procedure to govern the collective bargaining relationship between the Whitehall City Board of Education and the Whitehall Education Association and to promote resolution of issues of concern pertaining to this relationship in accord with this Agreement.

#### 101.02 Definition of Terms

1. Board: shall mean Whitehall City Board of Education.
2. Association: shall mean the Whitehall Education Association.
3. Bargaining Unit: all of those employees in the District specified in Article 102.02.
4. Superintendent: shall mean the Superintendent of Whitehall City Schools.
5. Teacher: shall mean any bargaining unit member.
6. NEA: shall mean the National Education Association.
7. OEA: shall mean the Ohio Education Association
8. Days: shall mean calendar days unless otherwise indicated.

### **102 RECOGNITION**

#### 102.01

The Whitehall Board of Education, hereinafter referred to as the Board, recognizes the Whitehall Education Association/OEA/NEA hereinafter referred to as the Association, as the sole and exclusive bargaining representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

## 102.02

The bargaining unit shall include all professional, non-supervisory full-time and part-time personnel under contract performing any work currently performed by bargaining unit members, as well as future work of a similar nature. Examples of bargaining unit positions are: classroom teacher, tutor, counselor, nurse, and other special programs. The Board may hire teachers who will not be members of the bargaining unit on a per period basis up to two (2) periods per day.

## 102.03

The bargaining unit shall exclude the Superintendent, Associate Superintendent(s), Principals, Psychologists, Athletic Director, Gifted Coordinator, and other administrative or supervisory personnel. "Other administrative or supervisory personnel" shall include any credentialed or professional employee having the authority to responsibly direct other credentialed or professional employees and the authority to hire, transfer, assign, promote, discharge and discipline other certificated or professional employees or to responsibly recommend such action.

- A. Hereinafter, employee(s) in the defined unit shall be referred to as bargaining unit member(s), employee(s) or teacher(s).
- B. Full-time employees shall be those who work five (5) hours per day or more and are contracted to work a minimum of 120 days or more in a work year.
- C. Part-time employees shall be those who work less than five (5) hours per day and who work less than 120 days in a work year.
- D. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of the Contract unless otherwise specified.

## 102.04

The Athletic Trainer shall be a bargaining unit member; however, this is a part-time position with a calendar and work day that may be different from other bargaining unit members.

## **103 FORMS**

### **103.01**

New administrative forms to be used as required by a written provision of the Master Contract shall be mutually developed by the Board and Association. The development of the forms may include discussion between the Board and the Association of the procedures for the use of such forms, but the mutual development of the forms shall not include mutual development of the procedure for the use of such forms.

### **103.02**

- A. The goal of mutually developing forms is to provide for a mutually acceptable form within a reasonable period of time. In the event mutual acceptance of a form or part of a form does not occur, the Board shall be free to utilize those parts of the form which were mutually acceptable and/or its preferred form as long as the finalized form does not violate any written provisions of the Master Contract.
- B. Utilization of the Board's preferred form, which in its effect is alleged to violate a provision of the Master Contract, shall be subject to the grievance procedure.
- C. Modification to Existing Forms
  - 1. Changes in current forms applicable to provisions of the Master Contract shall be subject to pre-notification of the Association prior to use of such forms. If within five days after such notification the Association objects to the change, the changed form shall not be used unless changes are made by mutual development as per section 103.01 and 103.02A and subject to 103.02B.
  - 2. If no objection is received within ten (10) days, the change shall be considered acceptable.
  - 3. Reasonable efforts will be made to provide the Association President with copies of forms applicable to a written provision of the Master Contract. Any provision(s) of said form(s) subsequent to the effective date of the Agreement will be identified by date and added to the appendix of the subsequent contract.
- D. Current forms as adopted and agreed to are to appear in the appendix of this contract.

## **104 RIGHTS OF THE PARTIES**

### **104.01 Board**

- A. The Board, unless specifically stated otherwise in this Agreement, shall have the exclusive managerial rights provided for in Section 4117.08(c) (1) through (9) of the Ohio Revised Code and any other enabling provision of the Ohio Revised Code. The Board's exercise of its managerial and/or policy making authority shall not be the subject of collective bargaining by and between the Board and the Association except as the exercise of its rights affects wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement.

### **104.02 WEA has the Right:**

- A. To use school mailboxes, e-mail, and staff room bulletin boards for organization communications;
- B. To have the opportunity to announce building membership meetings and discuss matters under consideration at regularly scheduled faculty meetings;
- C. To use school facilities (when not otherwise used for educational purposes) for legitimate WEA activities;
- D. To have access to members of the bargaining unit at their place of assignment, provided such access does not interfere with the contractual duties of any employee of the Whitehall City Schools;
- E. Members of the Association Executive Committee and its committees may be permitted to leave their assigned school building after their pupils' departure in the afternoon in order to attend scheduled meetings of the Association provided such scheduled meetings do not interfere with the regular school responsibilities of such Association members. Such departure shall occur no more than two times per month, and the committee member(s) shall notify the building principal that they are leaving and the meeting that they will be attending. These requirements will apply whether or not the meeting is in that member's building or another.
- F. To have a maximum of five (5) days professional leave each school year granted from the Board for the purpose of sending association officers/delegates to district, state, or national association meetings. For any such leave days, the Board shall not pay the expense of such officers/delegates. The Board shall not be reimbursed for the cost of any substitute hired to assume the regularly scheduled duties of the



association officers/delegates attending the district, state or national association meetings.

- G. Upon request by the Association, the Association shall be given the names and addresses of new employees following Board approval of their contracts.
- H. Unit members, as authorized by the superintendent, may negotiate during the school day and suffer no loss of pay.
- I. The Association President and Vice President shall receive one copy each of the Board member meeting agenda, together with copies of items submitted to Board members for actions, but excluding informational communications and privileged communications.

## **105 NEGOTIATIONS PROCEDURES**

### **105.01 Initiating Negotiations Guidelines**

- A. It would be the intention of the Board and Association to utilize Interest-Based Bargaining (as defined by FMCS) to conduct negotiations in the district.
- B. Bargaining teams shall be organized and empowered with the same authority as described in Section 105.02, except that the teams shall be limited to members of the bargaining unit, the Board and the Administration. Outside agents will not be members of the bargaining teams.
- C. Interest-Based Bargaining is dependent upon the appropriate and timely exchange of financial information and limiting the number of items to negotiate. Every effort will be made to limit the number of negotiation items to twenty (20).
- D. The time frames under Interest-Based Bargaining may be mutually developed by the parties but may not be less than the minimum time frames as stated in 105.02 of this article. This schedule is intended to give adequate time for review of information and to give both teams reassurance that the procedure holds the potential to bring resolution to the issues. If either the Board or the Association determines, after reviewing the proposals initially exchanged, that Interest-Based Bargaining would be unsatisfactory, negotiations shall commence in accordance with the Negotiations Procedures as per 105.02 of this article.
- E. After the initiation of actual discussions by and between the Board and the Association, Interest-Based Bargaining shall remain the exclusive method for negotiating the new agreement until either an agreement is reached or impasse declared.

## 105.02 Negotiations Procedures

- A. Each party shall designate a negotiations team of up to six persons. All negotiations shall be conducted between said teams.
- B. Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counterproposals, and to indicate tentative agreement on behalf of the parties. When tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each of the parties.
- C. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.
- D.
  - 1. No earlier than 150 and no later than 120 days prior to expiration of the existing agreement either party may notify the other of a desire to commence negotiations for a successor agreement. Such notice shall be in writing and directed to the Superintendent, if from the Association and to the Association president if from the district. Accompanying the notice shall be a list of items proposed for negotiations. The other party will respond within ten (10) days of receipt of the request for a meeting accompanied by that party's list of items proposed for negotiations.
  - 2. It is the responsibility of each party to submit appropriate notices to SERB pertaining to initiation of the negotiations procedure.
- E. Both parties shall meet and exchange initial proposals not less than 100 days prior to expiration of the existing agreement. No additional proposals shall be added to the agenda after the first meeting unless mutually agreed to by the parties.
- F. The second meeting shall be held no later than ninety (90) days prior to expiration of the agreement unless mutually agreed otherwise.
- G. Negotiations meetings shall be scheduled so as not to interfere with the contractual duties of members of the bargaining unit except as indicated in 104.02 H. Meetings shall be held in executive session unless otherwise mutually agreed.
- H. The parties may appoint joint *ad hoc* study committees to research and study proposals, and to make recommendations on matters under consideration. The

committee shall report all findings to both parties. Any cost will be mutually shared.

- I. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional and lay consultants to assist in negotiations and may use its consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.
- J. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
- K. The Board will provide the final typed copies of mutually agreed upon items.
- L. The Board and the WEA will share equally the cost of providing printed contracts to all parties in the bargaining unit, the Board and the administration.
- M. The parties agree to furnish upon written request and in a reasonable time, available information concerning the financial status of the district and such other routinely available information as will assist the parties in the development and evaluation of proposals.
- N. Time frames of this article may be altered by mutual agreement of the parties.
- O. Those sections in existing agreement which are not proposed to be changed by either party shall become part of the next agreement.

#### 105.03 Agreement

- A. Individual proposals tentatively agreed to during the bargaining process will be initialed by the appropriate representative (e.g. chief spokesperson). Such tentative agreements shall be subject to final approval of the parties as per 105.02.
- B. When final tentative agreement is reached between the teams, it shall be submitted to the Board and Association for approval. Both parties agree to act on approval at the next regular or special meeting provided the Board shall not act prior to the action by the WEA. Following approval by both parties, the agreement shall be signed by both parties.

#### 105.04 Disagreement

- A.
1. Either party may request the use of mediation at any time during the negotiations period in an effort to reach an acceptable agreement. Such request shall be made so that mediation, if utilized, will commence thirty (30) days before the expiration of the agreement and consume no more than fifteen (15) days.
  2. The parties may mutually agree to seek mediation from sources other than FMCS (e.g. *ad hoc* appointment, AAA).
  3. The cost of the mediator, if any, shall be shared equally by the parties.
- B. In the event the members of the Negotiations Teams are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14 D (2) and Section 4117.18 (c) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

## **106 BOARD - ASSOCIATION CONSULTATION**

### 106.01

A committee shall be established as an aid to communication between the parties. The membership of this committee shall be the President of the Board or Board member designee, Superintendent/designee and a maximum of three persons appointed at the discretion of the Superintendent, plus the Association President/designee and a maximum of three persons appointed at the discretion of the Association President.

### 106.02

This committee shall meet twice each semester, or more frequently upon the agreement of the Superintendent and the Association President.

### 106.03

The purpose of the committee shall be to aid in communications. Its procedures shall consist of informal discussion aimed at clarifying issues or answering questions. Under no circumstances shall the discussions and/or recommendations of this committee be construed as negotiations or as any official decision-making process.

#### 106.04

- A. The Association shall designate a member of the bargaining unit to be in attendance at all public Board of Education meetings for the purpose of representing the views and positions of the Association and not those of individual staff members.
- B. The Association's designee may state the Association position in Board discussions in keeping with that meeting's agenda items.
- C. If said designee is not the Association President, Vice President, or President-Elect, the designee's name shall be sent to the Board President or the Superintendent's office at least one week prior to any regularly scheduled board meeting. The one week requirement would be suspended in case of an emergency with notification as soon as practicable.

### **107 GRIEVANCE PROCEDURE**

#### 107.01 Purpose

The purpose of this procedure is to resolve, in a timely manner, problems which may arise concerning provisions of this agreement.

#### 107.02 Grievance

A grievance is an alleged violation, misinterpretation or misapplication as determined by the Association or bargaining unit member of a written provision of the Master Contract.

#### 107.03 General Provisions

- A. The grievant may select a member of the WEA to be in attendance at each level of the formal grievance procedure.
- B. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement of the parties involved.
- C. All bargaining unit members must utilize the grievance procedure before seeking other methods of resolving an alleged grievance.
- D. A grievance may be withdrawn, but not re-filed, at any level without record.
- E. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described unless so ordered by an arbitrator or court of competent jurisdiction.

- F. For purposes of this section during the adopted school year, "days" shall mean school days. During the summer break, such "days" shall mean week days (Monday through Friday) excluding legal holidays.
- G. If the grievant does not file a grievance within twenty (20) days of the date on which the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- H. 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.
- I. Grievance hearings, shall be held so as not to interfere with the teaching responsibilities of the grievant(s). All notices of hearings, dispositions of grievance, and appeals shall be made in writing and hand delivered.
- J. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, if it affects a group or class of unit members, or the Association, it may be initiated at Level II after an attempt to resolve the issue informally with the superintendent.
- K. Any cost incurred in the process of the grievance shall be paid by the party that incurs that cost.
- L. Failure of the grievant at any step to timely complete the notices, requests or appearances required of him/her/them shall automatically terminate the grievance with prejudice to refiling and without record.

#### 107.04 Informal Procedure

During the course of this Agreement, problems may arise concerning the alleged violation of provisions of this Agreement. When such problems arise, an attempt should be made to settle them informally by the teacher or teachers involved and the immediate administrative supervisor. During the effort to settle such a problem at the informal level, the teacher or teachers involved shall advise the supervisor of the section or sections of the Agreement which relate to the grievance. At this meeting, the administrator and the bargaining unit member shall sign the informal grievance card which acknowledges this meeting. A problem which cannot be resolved informally will be processed as a grievance.

#### 107.05 Formal Procedure

### LEVEL I

If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance by submitting a formal grievance form, Level I, to the immediate supervisor, with copies to the Chairperson of the Grievance Committee, and the Superintendent. Within five (5) days after receipt of the Level I form, the immediate supervisor shall meet with the grievant. Within five (5) days after such meeting the immediate supervisor shall write a disposition of the grievance by completing the Level I form and returning a copy to the grievant, the Association's Grievance Committee chairperson and the Superintendent.

### LEVEL II

If the grievant is not satisfied with the disposition at Level I, the grievant may within ten (10) days after receipt of the disposition at Level I request a hearing before the Board and Superintendent by delivering a written request for such hearing to the Treasurer. The Board shall conduct a hearing on the Grievance at the next regularly scheduled Board meeting following the grievant's request for hearing before the Board contingent upon at least five (5) days notice prior to the Board meeting by the grievant. The hearing before the Board shall be conducted in Executive Session unless both the Board and the grievant agree otherwise in writing. The Association may invite parties for its side of the grievance; the Board may invite parties for its rebuttal. All parties may stay for entirety at executive session upon mutual agreement of the Association and the Board. The Board's decision shall be given in writing to the grievant and the Association within ten (10) days.

### LEVEL III

1. If the grievant is not satisfied with the Board's decision at Level II, the grievant, with the concurrence of the Association, may appeal from Level II decision by submitting a demand for arbitration to the American Arbitration Association within ten (10) days after the Level II disposition. The demand for arbitration shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. Copies of the demand form will be mailed to the Superintendent with return receipt requested or hand delivered with date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the ten (10) day time limit for submission to arbitration.

2. The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA.
3. The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of the master contract, nor add to, detract from or modify the language therein in arriving at a determination of any issue.
4. The cost and expenses of the arbitrator and the fees of the AAA shall be borne equally by the parties.
5. The written decision of the arbitrator shall be final and binding on the Board, the Association and the grievant.

## **108 CONTINUOUS IMPROVEMENT TEAMS**

### 108.01

Each school shall have a Continuous Improvement Team to be organized no later than September 15<sup>th</sup>, consisting of the building principal and a representative number of stakeholders from each building. Each team will determine the number of members.

### 108.02

The Continuous Improvement Team shall be a collaborative effort intended to assist the principal and school staff in developing policies and programs for the school. The Continuous Improvement Team shall assume the responsibility for providing at least one teacher member to attend the District CIP meeting, for being knowledgeable about the district Continuous Improvement Plan, Ohio Department of Education expectations and requirements, building plans and data analysis processes. The Continuous Improvement Team will lead the staff in implementing the District/School Continuous Improvement Plan. The Continuous Improvement Team will solicit input from all school stakeholders.

### 108.03

The Continuous Improvement Team shall prepare and post agendas and distribute minutes from all meetings. The team will be responsible for planning and facilitating Building Continuous Improvement meetings. Each team will be given \$3,300.00 to complete continuous improvement activities. The team will be responsible for determining how the funds are to be allocated. Monies may be used for stipends and/or release time.



#### 108.04

The Continuous Improvement meetings shall be open to staff members and community members specific to the building.

#### 108.05

Members of the Continuous Improvement Team shall be appointed by consensus of the Association President and the building principal. All members shall serve by consent with a term of office of one school year.

### **109 REDRESS OF BUILDING CONCERNS**

#### 109.01 General Provisions

The complaint procedure is a method by which an individual employee or group of employees can express a concern, problem, or dispute.

- A. No records, documents, or communications generated as a result of a complaint shall be placed in the personnel file of any participant in the procedure without his/her permission.
- B. Complaints may not be filed on the content of an evaluation.
- C. Complaints may not be filed regarding items placed in a personnel file.
- D. Complaints may not be filed regarding a grievance procedure nor may a grievance be filed upon what is properly the subject of the complaint procedure.

#### 109.02 Complaint Procedure

Bargaining unit member(s) may formally pursue a complaint resulting from the action or inaction of an administrator by submitting a complaint form. The administrator shall render his/her disposition in writing within five days of receiving the complaint form. (See form in back of contract.)

## CHAPTER TWO

### **201 TEACHER WORK DAY**

#### 201.01

**Whitehall-Yearling High School**

Teachers report - 7:50 a.m.    Students report - 8:00 a.m.  
Teachers leave - 3:30 p.m.    Students leave - 3:00 p.m.

201.02

**Rosemore Middle School**

Teachers report - 7:20 a.m.    Students report – 7:30 a.m.  
Teachers leave - 3:00 p.m.    Students leave - 2:30 p.m.

201.03

Elementary Buildings

**Kae Avenue**

Teachers report 7:25 a.m.                      Students report - 8:20 a.m.  
Teachers leave 3:05 p.m.                      Students leave - 2:50 p.m.

**Beechwood**

Teachers report 7:35 a.m.                      Students report - 8:30 a.m.  
Teachers leave 3:15 p.m.                      Students leave - 3:00 p.m.

**Etna Road**

Teachers report 7:50 a.m.                      Students report - 8:45 a.m.  
Teachers leave 3:30 p.m.                      Students leave - 3:15 p.m.

The construction of new buildings may necessitate adjustments to the school day and or calendar year for individual buildings or the district. If such changes need to be made the Administration and the W.E.A. Communications Committee will confer and determine the appropriate schedule.

201.04

The work day for teachers during parent conference days may be other than those listed in this agreement, provided the Association is in agreement with the proposed parent conference day schedule. Parent conference days may not be

scheduled before a holiday or an in-service day unless agreed to in writing by both the Superintendent and the Association President, or their duly appointed designees.

#### 201.05

On teacher record days, teachers may be required to attend building meetings for a maximum of one hour.

The Board and the Association agree that on the last teacher record day teachers may leave the building after they have checked out with the principal and have completed all required duties.

#### 201.06

There shall be five (5) days between the date a Common Summative Assessment (CSA) is administered and the date results data needs to be submitted to an administrator.

No non-emergency staff meetings will be held during this time 5-day period.

### **202 ASSIGNMENTS, VACANCIES, AND TRANSFERS**

#### 202.01 Assignments

- A. Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than July 10th prior to the beginning of that school year. Such notification shall include the teacher's school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible. Any teacher so affected shall have the opportunity to confer with the Superintendent/designee before the assignment change takes place. A change in assignment for current staff members after July 10th may be interpreted as an involuntary transfer.
- B. The Superintendent will give notice of assignment to new teachers as soon as practicable.

#### 202.02 Vacancies

- A. Vacancy defined as follows: A vacancy, as determined by the administration, results from the creation of a new position, a resignation, a leave of absence, a

retirement, a non-renewal or a termination.

- B. All vacancies for certificated positions will be posted as soon as possible on the official bulletin board in the administration office. The Superintendent/designee will send each Association building representative copies of the official posting within two (2) days of such posting. Such notice shall be sent by interoffice mail during the school year.
- C. During the summer months in which regular school is not in session, job announcements shall be posted on the official bulletin board in the administration office building. Those credentialed employees, who wish personal copies of the job announcements mailed to them will notify the Director of Administrative Services in writing. All job postings can be accessed on the Whitehall City Schools web site.
- D. Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but as creating an opportunity for unit member(s) to indicate an interest in transferring to such a position.
- E. No action to fill a vacancy shall be taken until such vacancy has been officially posted for five (5) days excluding weekends and legal holidays.
- F. Time frames established by 202.02E. of this provision shall not apply to vacancies occurring during the first ten (10) days of the school year. Unfilled transfer requests will be considered for vacancies occurring during this ten day period.
- G. When vacancies occur ten (10) days after the beginning of the school year, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position may be considered open for transfer requests. Recommendations to fill vacancies shall be made at the discretion of the Superintendent.
- H. Not later than May 5th of each year the Superintendent will prepare a list of all known vacancies in teaching positions for the following school year. Vacancies to be identified shall be those vacancies filled on a temporary basis pursuant to 202.02G and others as defined in 202.02A.
- I. Recommendations to fill vacancies shall be made by the Superintendent on the basis of experience, seniority, the competency and qualifications of the applicant, and service as a substitute in the Whitehall Schools. Seniority shall be as defined in Layoff Procedure.
- J. Vacancies of supplemental contract positions, when possible, shall be posted

seasonally: fall, winter, spring, and summer.

- K. CORRECTION OF INACCURACIES. The Association shall have a period of thirty (30) days after posting of the seniority list (as defined in 203) in which to advise the Employer or its agents in writing of any inaccuracies which affect their seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

#### 202.03 Voluntary Transfers

- A. Transfers are those requested changes in teaching assignments from one building to another or one subject area to another.
- B. Requests for transfer shall be made in writing by the teacher on or before May 15th each year. (The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications.) Such request shall not affect the teacher's existing assignment in the event no vacancy exists in the area to which the transfer is requested.
- C. The staff member who has the greatest seniority, who has made written request for a transfer to the position and who possesses certification and qualifications for the position shall be granted the transfer. When a transfer is not approved, the Superintendent shall notify the unit member(s) in writing. Notice shall be given to the unit member(s) not later than fifteen (15) days after the decision has been made. If a vacancy exists and the request is denied or granted to a less senior teacher, the teacher so denied may request and be granted a conference with the Superintendent/designee, who shall discuss the reasons for denial of the request.
- D. Requests for transfer may not be given priority consideration over staff reduction transfers.

#### 202.04 Involuntary Transfer

- A. Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the school district will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience, and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. If the

teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and/or Superintendent/designee, concerning the basis for this transfer. The teacher shall be given a minimum of two (2) school days notice before receiving students in their new assignment if the involuntary transfer is to be carried out. A teacher transferred involuntarily during the school year, after students have initially reported, shall be provided two (2) school days, without pupils, to work in the school they are leaving and/or work in their newly assigned school in preparation for their new teaching duties.

- B. Any teacher involved in an involuntary transfer may, at the end of the school year, and after written application, have first priority for voluntary transfers as defined in section 202.03. An exception to this would be staff reduction transfers which would have first priority.
- C. Unit members subject to involuntary transfer may be offered a choice of available assignments for which they may qualify at the time any transfer is being considered.
- D. Unit members being transferred as a result of administrative initiated request shall be informed by July 10th when practicable.
- E. An involuntary transfer shall only be for just and good cause, including but not limited to the needs of the district.

#### Highly Qualified Teachers and School Improvement

If staffing changes are needed because of HQT and/or School Improvement the Superintendent and the leadership of W.E.A. will meet to confer in order to develop a process.

#### 202.05 Emergency Transfers

- A. An emergency transfer shall be defined as positions which are eliminated or substantially altered by building closure, grade relocation to another building, redistricting, open enrollment, or building consolidation. Emergency transfers will be processed according to the provisions of this section only.
- B. All emergency transfer assignments shall be implemented prior to any implementation of unrelated voluntary or involuntary transfers.
- C. All transfers of members covered by this provision shall be deemed involuntary transfers with inherent protection contained in section 202.04B Involuntary Transfer.

## 202.06 Hiring of Retired Teachers—Previously Retired Teachers (PRT)

The Board may, under appropriate circumstances, find it necessary to fill one or more bargaining unit vacancies with a previously retired applicant (i.e. a person retired from any school district in Ohio). Such applicants will be known as *previously retired teachers or PRT*.

- A. For purposes of salary schedule placement, a **PRT** will be placed at their appropriate educational level with no less than five (5) years of experience on the salary schedule. A **PRT** will advance on the step salary if employed for subsequent years.
- B. A **PRT** will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year, without notification, Board action or the need to comply with O.R.C. 3319.11 and 3319.111. No performance evaluation shall be required.
- C. A **PRT** will not accrue seniority and will not have bumping rights under Section 203.
- D. A **PRT** will not be eligible for severance pay upon separation from employment nor be eligible to participate in retirement incentive programs.
- E. A **PRT** will be eligible to participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees at a 50% cost of single or family coverage.
- F. A **PRT** will be eligible for sick leave and personal leave, accumulation commencing with the first year of re-employment.
- G. A **PRT** will be eligible for supplemental contracts at the discretion of the Board of Education.
- H. The Board of Education reserves the right to decide whether to hire a **PRT** and that decision will be made on a case by case basis. Teachers who retire and desire to be considered for reemployment in the Whitehall City Schools shall complete a new employment application and provide the required employment application materials.
- I. A **PRT** will be part of the bargaining unit and bound by all terms of the bargaining

unit contract, with the exceptions outlined in this section.

J. Supersede O.R.C.

The Board and the Association intend the provisions of this article (202.06) to supersede and take the place of all applicable sections of the Ohio Revised Code including but not limited to section 3319.11, section 3319.111, section 3319.17 and section 124.39(B).

**203 LAYOFF PROCEDURE**

203.01 Scope of Procedure

When the Board determines that it is necessary to reduce the number of credentialed staff positions, such reductions shall only be made in accordance with Ohio Revised Code 3319.17. No unit member shall have their contract non-renewed for the purposes set forth in this section, except for the following: long term substitutes, leaves of absence, and mid year hires (anyone hired after the 10th day of the school year). Prior to initiating a Reduction In Force (RIF) the board/designate/superintendent/treasurer will meet with the president of the association to discuss the intent and rationale of the reduction in force.

1. To the extent possible, persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed.
2. The Association will make every effort to encourage bargaining unit members notify the office of the Superintendent, or his designee, in writing, of their intent to request leave, retire, return from leave or resign.
3. Reductions needed beyond those by attrition shall be made by suspension of contracts.
4. A seniority list of all teachers in each area of their licensure shall be developed annually by the administration according to the seniority provisions set forth below. The Association president shall receive a copy of this list by January 15th of each year.
5. The Association and the teacher whose contract is being considered for suspension shall be notified at least thirty (30) days prior to formal action by the Board. The Superintendent shall notify the teacher that his/her contract may be



suspended because of reasons under this Article and a copy of this letter shall be placed in the teacher's personnel file.

#### 203.02 Procedure for Reduction

- A. In making such reduction by suspending contracts, the Board shall proceed in accordance with the following:
1. By attrition.
  2. Non-tenured teachers holding temporary licensure will be the first ones suspended.
  3. Fully licensed limited contract teachers shall be the next ones suspended.
  4. Continuing contract teachers shall be the last persons suspended. Within each of the items (A) through (D), layoffs shall be made in such a manner that the persons in those areas having the least seniority will be the first to be suspended.

Within each of the items (1) through (4), layoffs shall be made in such a manner that the persons in those areas having the least seniority will be the first to be suspended.

- B. Seniority: The term seniority shall mean the longest period of continuing employment (including time spent on lay-off status) beginning with the date the Board initially approved the issuance of a contract to a bargaining unit member. Approved leaves of absence will not be counted in seniority but neither will they result in a break in continuing employment status. (e.g., 8 years service before leave; 8 years service upon return). The more senior bargaining unit member is:
1. The one who has a valid continuing contract.
  2. The one who has the longer period of continuing employment (including time spent on lay-off status) under that valid contract.
  3. The one who has a valid limited contract.
  4. The one who has the longer period of continuing employment (including time spent on lay-off status) under that valid limited contract.

- C. If two (2) or more bargaining unit members are equal in seniority, the following criteria will be applied in numbered sequence until the tie is broken:
  - 1. The one who has the greater number of years of actual teaching experience in Ohio's accredited and/or chartered schools.
  - 2. The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.
  - 3. After the above methods have been exhausted and a tie still exists, a draw will be utilized to break the tie.
- D. Once it is determined which teachers are to be suspended, the Board shall establish a layoff list and such list shall be given to the Association.
- E. Any bargaining unit member whose contract is to be suspended as a result of the layoff procedure, shall have the right to displace any less senior member of the bargaining unit whose work he/she is licensed to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of the "lay-off". A member who is displaced according to this section has the same displacement rights vis-a-vis any less senior member.

#### 203.03 Procedure for Recall

- A. The names of teachers whose contracts are suspended will be placed on a recall list for up to eighteen (18) months from the date of reduction.
- B. Teachers on the recall list shall be offered re-employment to full time positions, as they become available, for which they are licensed in the reverse order of layoff--last laid off, first re-employed.
- C. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
- D. When an opening(s) occurs, the Board shall send a certified letter to all teachers licensed for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of their whereabouts. The teacher shall within ten (10) days from the postmark date of the letter, indicate availability and desire for such position by certified mail or by appearing in person to the District Office. The Board shall reinstate that teacher

indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited the right to recall to service in the district. The position will then be made available to the next eligible teacher on the layoff list.

- E. No teachers new to the district shall be employed until all properly licensed teachers on the layoff list have been offered a contract for the position in accordance with the provisions of this procedure.
- F. Teachers remaining laid off, if requested, will be given preferential consideration as substitute teachers and part-time teachers. Teachers accepting such positions shall retain all recall rights guaranteed by the original suspension.
- G. Where group insurance policies permit, a teacher whose contract has been suspended may continue to participate in those benefits which are provided to those teachers in active employment for a period of eighteen (18) months for the employee, spouse, and children, and eighteen (18) months for an employee only, from date of layoff (or after earned credit is completed) provided that the teacher pays the total premium to the Board's Treasurer one (1) week prior to the date the Board normally pays the premium to the company.
- H. No teacher who is laid off shall lose his/her privilege for use of scrip on the same or higher preference and priority level for one (1) year from layoff date.
- I. Transfers of teachers employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, the position(s) will be staffed first from the teacher layoff list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certificated teachers on the layoff list.
- J. These procedures apply only to suspension of contracts for reasons as set forth in 203.01.

## **204 CLASS LOAD/ASSIGNMENT**

### **204.01**

The class load for middle and high school teachers shall not exceed five (5) academic class

periods per day and/or twenty-five (25) academic class periods per week unless mutually agreed upon by the unit member and the building administrator. Academic class shall be defined as student contact time for which a bargaining unit member makes lesson plans and/or instructs students and/or evaluates students (this in no way is meant to include study halls). The class load for high school Language Arts teachers shall not exceed an average of twenty (20) students per class unless mutually agreed upon by the unit member and the building administrator. The class load for high school Language Arts teachers in the academy shall not exceed twenty-five (25). Should a teacher or group of teachers choose to utilize a block schedule, their class load shall be comparable to the aforementioned load.

#### 204.02

Full-time teachers at the middle and high schools shall have a minimum planning time of 45 consecutive minutes per day. Full-time teachers at the elementary schools shall have a minimum of 45 consecutive minutes of individual planning time five (5) times a week. The number of periods will match the number of student days in the week. Such planning time shall be a portion of the unassigned time during the teacher's regular student contact workday and shall not include class change time. It is understood that on days with modified schedules, bargaining unit members may miss their planning time for a particular day. Such isolated incidents shall not be grievable. For special area teachers, if planning time occurs outside the student contact day, then they are excused from morning meetings.

#### 204.03

Intervention Specialists/Special Education Teachers shall have 2 days of release time for writing their students' annual review IEP's.

#### 204.04

A bargaining unit member should demonstrate adherence to the adopted curriculum. In doing so, a bargaining unit member may present his/her subject according to his/her professional judgment and is expected to demonstrate responsible, professional standards of scholarship.

#### 204.05

The unit members should be able to present their subjects without interruption. Classroom interruptions should be kept to a minimum and used in the case of an emergency. Regular announcements should be made at the beginning and the close of the school day when practicable. Other interruptions for administrative or other purposes should be held to a minimum.

#### 204.06 In The Event No Substitute Is Available For Absent Teacher

- A. Any teacher who loses any or all of his/her conference/preparation/lunch period(s) to cover the assignment(s) and or duty(ies) of an absent teacher shall be paid at the rate of one sixth (1/6) of the daily rate of the BA-0 step of the salary index rounded to the next highest dollar to be calculated in 15-minute increments or major portions thereof.
- B. The building administrator in the middle and high schools will attempt to equitably utilize teachers interested in participating. If an insufficient number of interested participants is available at any particular time, the administrator shall assign a teacher(s) as necessary for the efficient operation of the school.
- C. Teachers who participate in this provision and who have been financially compensated for the loss of the conference/preparation period(s) shall not be permitted to grieve or otherwise contest in any way the loss of same period(s), or the effect of such loss on average planning time *vis-a-vis* 204.02 of the Master Contract.
- D. Excluded from this provision are teachers who are temporarily assigned to replace another teacher on a daily basis so long as an appropriate number of conference/preparation period(s) are afforded to the replacement teacher.
- E. In no way shall any portion of this provision inhibit or prevent any voluntary *quid pro quo* arrangement between or among teachers for the coverage of their assignments or duties as long as such arrangements have been approved by the building administrator.

#### 204.07

All unit members shall have 30 consecutive minutes of uninterrupted lunch time.

### **205 SCHOOL ENVIRONMENT**

#### 205.01 General Conditions

When the environmental conditions in a classroom become such that these conditions deter the educational process, the principal and communication committee will be notified in writing by the bargaining unit member. Unresolved

environmental concerns shall be subject to the grievance procedure only through Level II (with Association concurrence).

#### 205.02 Safety of Equipment and Facilities

In order to ensure the safety of students and staff and to protect all school owned equipment and facilities, if a bargaining unit member becomes aware of a condition he/she perceives to be unsafe existing in the school or on school property, or if a bargaining unit member becomes aware of a situation the bargaining unit member perceives to be abuse of school owned equipment or facilities, the bargaining unit member will notify the building principal in writing.

#### 205.03 Lockable Space for Teachers

The district will provide lockable space for personal items for each teacher at each building. If a teacher works in more than one building, a lockable space will be provided in each building.

### CHAPTER THREE

#### **301 CLASS SIZE**

##### 301.01

Kindergarten and first grade classes should be organized in each school on the basis of twenty to twenty-four (20-24) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted.

##### 301.02

Second, third, and fourth grade classes should be organized in each school on the basis of twenty-four to twenty-seven (24-27) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted.

#### 301.03

Fifth and sixth grade classes shall be organized in each school so as not to exceed thirty (30) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted.

#### 301.04

All other classes (7-12) should be organized in each school so as not to exceed thirty (30) pupils per classroom teacher. For class size purposes, mainstreamed special education students shall be counted. The only exception would be those limitations as stated in 204.01 (High School Language Arts).

#### 301.05

An exception to the above limitations would be made for split classes (i.e., 3-4, 4-5, etc.) at the elementary level. Split classes shall be limited to a maximum of twenty (20) pupils per classroom teacher. Classroom teachers assigned to teach a split class would have input into the make-up of that class. Any teacher of a split class would not be required to have additional duties. This provision does not impact upon teachers who choose to teach a multi-age class.

#### 301.06

An attempt will be made to provide a balance between the class sizes at the same grade level throughout the district. Consideration shall be given to class size balance when a request is made for a student to attend a school other than that of his/her regular attendance area.

#### 301.07

The administration will make a concerted effort to complete the initial class size adjustments within the first twenty (20) pupil attendance days of the school

year.

### **301.08 INCLUSION**

- A. Because the inclusion of an identified special needs student in a classroom places additional responsibility on the teacher for the educational needs of that student, the building administrator should take into consideration that additional responsibility when determining class size and placement of aides.
- B. Any teacher who has an identified special needs student assigned who cannot take care of his/her own personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation.
- C. No teacher will be required to administer any medicine(s) or perform any medical procedure(s) for an identified special needs student(s).
- D. A teacher involved with the education of a identified special needs student may be included in the IEP Conference for that child.
- E. Special education training will be made available to teachers who have been assigned identified special needs students.

### **302 GRADING SCAN SHEETS AND GRADE CARDS**

For the first, second and third grading periods, the window for teachers of grades 5 through 12 to enter nine-weeks grades shall be open for a one-week period from the Wednesday prior to the end of the grading period until 9 a.m. the following Wednesday. The window for grades kindergarten through 4 will be open the entire grading period and close at 9 a.m. on the Wednesday following the end of the grading period. For the final grading period, grades for all teachers are due by the end of Report and Grading Day.

### **303 SCHOOL CALENDAR**

An Association representative(s) shall have a right to express WEA considerations for the new school calendar by January 1<sup>st</sup> of each calendar year for the following school year calendar. By April 30<sup>th</sup>, the Board of Education shall adopt a calendar for the following school year. The school calendar shall be developed by the Superintendent or designee using the following parameters:

1. Parent-teacher conferences shall be scheduled so as not to interfere with



election day.

2. Winter break shall start no later than December 22<sup>nd</sup> and end no sooner than January 3<sup>rd</sup>.
3. Spring break shall be a week prior to or immediately following Easter.
4. The school calendar will follow parameters 1-3, above, unless mutually agreed upon by the Superintendent and WEA President.

The construction of new buildings may necessitate adjustments to the school day and or calendar year for individual buildings or the district. If such changes need to be made the Administration and the W.E.A. Communications Committee will confer and determine the appropriate schedule.

### **304 USE OF FEE SCRIP OR FEE WAIVER**

#### 304.01

The following will be applied as guidelines for the distribution of fee waivers.

1. The Director of Personnel will develop an estimated allocation of fee waivers. The estimate shall be made by term for each participating educational institution based on the percentage used each term the previous year, anticipated usage, and carryover from prior term.
2. The estimated allocation will be a guideline for use of fee waivers per term and may be considered as a limit of use per term. The President of the Association will be given an opportunity to give input in the decision to implement such limitation.
3. Hours referred to in this article shall be expressed in “quarter hours” as well as “semester hours.”
4. The employee shall certify educational deductibility under applicable IRS provisions.

#### 304.02 Priority of Waivers

1. Licensed staff who need college coursework to renew a license that is required for their position.

2. Licensed staff.
3. Other personnel at the approval of the Board's authorized agent.

### 304.03

Licensure restriction applies to OSU waivers only. Non-licensed personnel may apply for Capital, Ashland, Mount Vernon Nazarene, or Ohio Dominican waivers on 304.02 priority level 2.

### 304.04 Limitations

Eligible applicants are limited to six hours of fee waivers per term for all participating colleges or universities.

### 304.05

If a "cut-off" is made in accord with 304.01(2), the preference order listed below will be utilized for each priority under 304.02.

1. Applicant is working on an established program within a graduate school leading to a degree or special type license and has attended one session during the previous twelve months.
2. Applicant is working on an established program within a graduate school leading to a degree or special type license and has not attended one session during the previous twelve months.
3. Years of service in the Whitehall school system.
4. In case of a tie after utilizing the above methods, a lottery will be utilized to pick a successful participant(s). The procedure for conducting the lottery shall be established by the Superintendent.

### 304.06 Procedural Guidelines for the Fee Waiver Program

1. Applications for fee waivers shall be distributed to bargaining unit members via e-mail and must be returned to the office of the Director of Administrative Services by the deadline indicated thereon. An exception may be made in cases of on-site registration.

2. The Director of Administrative Services will then prioritize the applications in accordance with section 304.02.
3. The Director of Administrative Services shall inform the President of the Association of the number of fee waivers available for use that quarter.
4. If a sufficient number of fee waivers is not available to fill all requests, fee waivers will be limited to three (3) hours per person (3 hours per term for summer quarter). All fee waiver applicants will be notified of the status of their requests.
5. Fee waiver cards for Capital, Ashland, Mount Vernon Nazarene, or Ohio Dominican will be issued from the personnel office one week prior to the first day fees must be paid.
6. Unused fee waiver cards for Capital, Ashland, Mount Vernon Nazarene, or Ohio Dominican must be returned two days prior to the fee payment deadline. Failure to return unused waiver cards will result in that person being denied the use of all waivers for the next twelve months. The twelve-month penalty shall begin from the fee payment deadline date. The Director of Administrative Services may waive the return of fee waiver card deadline on an individual basis for circumstances beyond the control of the individual.

Any applicant who has been granted an OSU fee waiver and does not use that waiver must notify the office of the Director of Administrative Services as soon as possible, but not later than two days prior to the deadline for fee payments.

Any applicant who drops a course within the time limits prescribed by a participating educational institution will notify the office of the Director of Administrative Services immediately and shall provide the Director of Administrative Services official documentation that the course has been dropped.

Any person who has utilized a fee waiver shall provide the office of the Director of Administrative Services with verification of completion of the course(s). Such verification may be a grade report, official transcript, or hard copy of OSU e-mail verification.

### **305 DRESS CODE**

Teachers are expected to dress in no less than **business casual attire**. This is an acceptable alternative in the business world that still looks business-like but is not as formal as a coat and tie. It is required that jeans and jogging suits/warm-ups not be worn by teachers during the school week unless there is a dress-down day, teacher work day when all district schools are not in session, or special event or assignment requiring other than business casual.

## CHAPTER FOUR

### **401 LIMITED CONTRACTS**

#### 401.01 Sequence of Limited Contracts

Limited contracts issued after the effective date of this Agreement to all members of the bargaining unit who do not qualify for a continuing contract shall have the following duration:

- First Contract - 1 year
- Second Contract - 1 year
- Third and Subsequent Contracts - 2 years

#### 401.02

A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract shall be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code. Application must be made to the Personnel Office using the Request for Continuing Contract Form.

## **402 CONTINUING CONTRACTS**

### **402.01**

Principal-Teacher Conferences relative to the matter of issuance of a continuing contract and/or approval of teacher licensure are to include all evaluations on file.

### **402.02**

Should a similar situation arise with members of the special services staff not covered by the evaluation method for teachers, the aforementioned procedures will be conducted by the person's immediate supervisor.

### **402.03**

A professional staff member not eligible by experience and certification/licensure for a continuing contract in April for the next school year but who becomes eligible by experience and certification for a continuing contract after April but before the following October Board meeting will be recommended for a continuing contract by the Superintendent at that October Board meeting. All transcripts and documentation relative to the additional experience and certification/licensure must be received by the Personnel office no later than September 15th. Applicants must use the Request for Continuing Contract Form.

## **403 NON-RENEWAL OF LIMITED CONTRACTS**

Non-renewal of limited contracts shall only occur in accordance with the Ohio Revised Code Sections 3319.11 and 3319.111.

## **404 PERSONNEL FILES**

### **404.01**

A personnel file for each unit member shall be maintained in the Board office. This shall be considered the only official file of recorded information on unit members.

Personnel records of employees of the Whitehall City School District shall be maintained in accordance with applicable State of Ohio and Federal Laws.

#### 404.02

Requests of unit members to have access to their personnel files shall be handled by the Superintendent or their designee according to the following procedures:

- A. A unit member shall have access to their personnel file upon reasonable request.
- B. Records shall be examined only in the presence of the Superintendent/Designee, and shall not be removed from the immediate area.

#### 404.03

Members of the administration authorized to gain access to a unit member's personnel file, without section 404.07 notification, shall be limited to the Superintendent or Associate Superintendent(s), the Treasurer, and the building principal(s) directly supervising that unit member.

#### 404.04

All materials shall be placed in the personnel file of unit members in accordance with the following provisions:

- A. Each item shall bear the date it was placed in the file.
- B. Prior to filing copies of general conference reports, observation-evaluation reports, the administrator originating the item and the unit member shall sign the same: provided in the event of the refusal of the unit member to sign the item, the item shall be filed with an appropriate notation of their refusal to sign.
- C. The fact that material bears the signature of the unit member concerned does not indicate agreement or disagreement by the unit member. Rather, it indicates the unit member is aware that the material is in the file.
- D. A unit member may attach a written statement of reply to any item which is placed in his/her personnel file.
- E. A unit member shall be entitled to a copy of any material in his/her file at their expense.

- F. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. Within the (10) days of reviewing the material, the teacher shall also have the right to submit a written answer to such material and their answer will be reviewed by the appropriate personnel administrator and attached to the copy. Derogatory material will be removed after three (3) years at the unit member's request.
- G. Material in a personnel file may also be removed after a meeting between the unit member and the administrator making the entry and with the approval of the Superintendent.
- H. Anonymous materials shall not be placed in a unit member's file.

404.05

Items to be maintained in the personnel file of a unit member shall be limited to:

- A. Official transcripts of college work.
- B. Copy(ies) of certification/licensure authorized by the State Department of Education.
- C. Copies of Observation-Evaluation reports.
- D. Copies of general conference reports.
- E. Record of employment including assigned duties, regular and supplemental, years of service in the district and other pertinent employment information.
- F. Prior employment verification.
- G. Selective service records/military records.
- H. Salary notices.
- I. Letters of merit or awards.

J. Material as referred to in 404.04F

#### 404.06

The personnel file provisions as outlined in this Article shall be in addition to the provisions of Section 1347 O.R.C.

#### 404.07

Reasonable effort shall be made to notify a bargaining unit member within twenty-four (24) hours after their file has been examined. Such notification shall include when and by whom the file was examined. This section does not apply to examinations by those people as provided for in section 404.03 of this article.

### **405 TEACHER CONTRACTUAL YEAR**

For the duration of this contract, teachers contractual year shall be 185 days.

Entry year teachers shall be required to begin the school year 5 days prior to the start of the contractual year (190 days). Experienced teachers new to the district shall be required to begin the school year 3 days prior to the start of the contractual year (188 days).

Such additional days shall qualify for the Professional Growth/Teacher Incentive Program.

### **406 EVALUATION**

#### 406.01

Observation or monitoring as a function of the evaluation process shall be conducted openly and with full knowledge of the bargaining unit member. Bargaining unit members will be evaluated in writing by their immediate supervisor/administrator or designee. Evaluation will be based on criteria enumerated in the Whitehall City Schools Teacher Evaluation Form.

#### 406.02

Three observations will be scheduled with the unit member with at least two (2) days prior notice. One observation will be unannounced within a specified week period. Evidence



from Domain A will be eliminated from the observation form for the unannounced observation. The bargaining unit members have the option (one time) of requesting the evaluator to reschedule the unannounced observation.

#### 406.03

The evaluation is to be based solely upon objective criteria. If any category is marked "Unsatisfactory (U)" the evaluator shall attach a written statement of specific problems observed which led to a rating of "Unsatisfactory" (U).

#### 406.04

When one or more categories is marked "Unsatisfactory", the evaluator shall develop an Professional Improvement Plan (PIP) for the bargaining unit member. The evaluator may also choose to develop a PIP for a bargaining unit member who has received basic ratings. The PIP will contain specific goals related directly to the areas of deficiency(ies) and include measureable steps for improvement. The district will provide the support for the bargaining unit member to achieve the goals of the plan. The evaluator will meet at least quarterly with the bargaining unit member to discuss progress on the plan. Failure to comply with the plan or to demonstrate improvement in the areas of deficiency may result in disciplinary action.

#### 406.05

In the event that the unit member is in disagreement over any observation/evaluation, the unit member may request another observer/evaluator to make an observation/evaluation. Such request shall be made through the principal and shall be granted.

#### 406.06 General Provisions

- A. All observations and evaluations shall be consistent with the terms of this Agreement and shall be done on the observation *and* evaluation forms included herein.
- B. The observation/evaluation process shall be based on the professional performance of the unit member. The private life of the unit member shall not be appropriate subject matter for the evaluation of the job performance of professional duties.

- C. The category ratings on the evaluation shall reflect but not be limited to the observations providing all information has met the documentation standard 404.04F and 404.06. Documenting will include a discussion with the teacher, and a written acknowledgement of the conversation. The evaluator has the option to use properly documented materials in the evaluation. Category ratings will be based upon the rubrics from Enhancing Professional Practice.
- D. Should a unit member disagree with an observation/evaluation, the unit member may file a written response which shall be attached to the observation or evaluation form.
- E. The procedures of this article and not the judgment of the evaluator shall be subject to the grievance procedure.
- F. Observations of classroom performance shall not be conducted:
  - 1. On the day prior to Thanksgiving Break, Winter Break, or Spring Break;
  - 2. During the OGT/OAT testing window and standardized testing days (e.g. IOWA, PLAN) when the teacher being evaluated is involved with that grade/age level; (EXCEPTION: During make-up weeks for OGT, OAT or other standardized tests, and during OTELA testing, teachers not involved in administering tests may be observed if the observation is scheduled in advance); or
  - 3. During the first 2 days of a teacher's return from an extended absence. Extended absence means an absence of one (1) week or more.
- G. Two (2) thirty-minute observations for the purpose of contract renewal and the summary evaluation report and conference must be completed by the last day of school before the start of the district winter break. Two (2) thirty minute observations for the purpose of contract renewal and the summary evaluation report and conference must be completed between the first day of school in January and April 30<sup>th</sup>. These deadlines must be strictly adhered to or the bargaining unit member cannot be non-renewed during that school year. The provisions of this section (406.05G) are to supersede ORC sections 3319.11 and 3319.111 regarding teacher observation, evaluation and contract renewal.

#### **407 DISCIPLINARY ACTION**

The purpose of discipline shall be to promote a positive working environment. All discipline shall be conducted privately. The unit member shall be afforded

the right to a representative at any meeting where the outcome is to be disciplinary in nature. All discipline shall be for good reason.

## CHAPTER FIVE

### **501 SICK LEAVE**

#### 501.01

Unit members shall accumulate sick leave at the rate of one and one-quarter (1¼) days per month. There shall be no maximum to the number of sick leave days a teacher may accumulate. Sick leave credit shall be retained but not accumulated during an unpaid leave of absence.

#### 501.02

Each unit member who has exhausted or has not accumulated sick leave days shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from sick leave accumulated later during the contractual year. If a unit member ends his/her employment who has not accumulated enough or any days to repay any advance, he/she shall have the per diem amount

deducted for said unearned sick leave from the last pay check issued by the Board.

#### 501.03

Sick leave may be used for any absence of a teacher due to personal illness, personal illness due to pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children, and for any absence due to illness or injury in the teacher's immediate family. The immediate family shall be defined as father, mother, sister, brother, spouse, child, legal guardian, foster or step-parent and foster or step-child, or any other relative in the unit member's residence. Other special circumstances may be approved by the Superintendent, assuming such approval does not establish a precedent.

#### 501.04

Sick leave may be used for absences due to death of the relative of the unit member.

#### 501.05

Sick leave may be used in one-half day increments. Absence for a portion of a day beyond one-half shall deduct a full day of sick leave.

#### 501.06

The unit member shall complete an Absence Report for Sick Leave justifying the use of sick leave not later than the third work day after returning to work from leave. If medical attention were required, the teacher shall be required if asked for an administrator to list the name and address of the attending physician and the dates when he/she was consulted.

#### 501.07

No sick leave shall be granted or credited to a teacher after the effective date of their retirement, resignation or termination of employment.

#### 501.08

When a unit member becomes aware of a need to use sick leave, he/she shall notify the principal of the building or the principal's designee and enter the absence in the computerized substitute scheduler.

### 501.09

If a bargaining unit member's sick leave accumulation is exhausted, other bargaining unit members may voluntarily donate personal leave days and/or one of their sick leave days per school year to the teacher whose sick leave is exhausted, up to an aggregate number equal to the number of days the teacher needed sick leave but had none. The President of the Association will coordinate this sick leave donation program on a case by case basis only if the Association governing body and Superintendent deem it appropriate. Donation will be made only on the basis of signed request by the donating teacher and donations in any particular case shall be authorized only if the Association governing body deems it appropriate. The parties recognize that this provision is intended for special cases involving chronic, prolonged illness causing serious financial jeopardy and further recognize that these types of circumstances rarely occur. An employee may receive only as many donated sick days as immediately needed up to a maximum of twenty (20) days. In extreme circumstances, additional days will be considered by the superintendent.

### **502 PAID ABSENCES**

In addition to paid absences provided in Article 501 of this agreement member of the bargaining unit shall be eligible for paid absences according to the following provisions:

#### 502.01 Personal Leave

- A. Personal leave is defined as personal business that requires absence during working hours, that cannot be conducted outside school hours, and does not include gainful employment.
- B. Each unit member shall be granted up to three (3) days of absence with pay each school year for personal leave. Unused personal leave shall not accumulate from year to year; unused personal leave will convert to sick leave..
- C. Application for personal leave should be made as far in advance as possible. If possible, a teacher will give their principal or immediate supervisor twenty-four (24) hours advance notice of their intention to take such leave.
- D. When a unit member is absent for a personal reason, a report of such absence, signed by the teacher shall be filed with the principal or immediate supervisor within five (5) days following the last day of such absence. The absence report shall certify that personal leave was not used for reasons prohibited in section A.

Falsification of such certification shall be grounds for disciplinary action.

E.

1. Personal leave days may be used without stating the reason for such use except a reason must be given during the first week of school, during the months of May and June, or if twenty-four hour notice can not be given. Personal leave may not be requested in advance for staff development days or for the days preceding or following a holiday, except for legitimate reasons. Personal leave cannot be used on consecutive school days without administrative approval. When a personal leave day is denied, the member may request an appeal in writing. The president of the association and the Superintendent shall discuss the reason for the denial of the request and determine whether the personal leave day shall be granted.
2. Personal leave requested under this section may be denied if the number of requests exceed ten (10) in the entire district, excluding those members who do not require substitutes.

#### 502.02 Funeral Leave

A maximum of ten (10) days per year may be used by the total membership of the bargaining unit to attend a funeral not provided for in Section 501. Advance request must be made. Such leave may be used in half- or full-day increments. No more than ten (10) teachers may use funeral leave on a given day unless given special permission by the Superintendent.

#### 502.03 Military Leave

Members of the bargaining unit shall receive a maximum of thirty-one (31) days in each calendar year without loss of pay for such time as they are in the military service on field training or active duty, provided such obligations cannot be fulfilled on days when school is not in session.

#### 502.04 Court Leave

In the event the Superintendent of Schools assigns a teacher or a teacher is subpoenaed to appear in court on a matter related to the business of the school district, *or* as a result of performing duties for the school district, such teacher shall not suffer any loss of pay and such time shall not be deducted from sick leave or personal leave.

#### 502.05 Jury Duty Leave

Teachers receiving notices of jury duty shall be granted a leave of absence without loss of pay or benefits for the duration of the leave so long as the compensation received from the court for the services performed is remitted to the Board Treasurer.

#### 502.06 Sabbatical Leave

- A. Upon written application made not later than March 1 of any school year, and with the approval of the Superintendent and the Board, not more than three (3) teachers shall be granted sabbatical leaves for the following school year. Return from leave shall be at the beginning of a semester.
- B. All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and the Board by a committee consisting of two (2) representatives of the Board and two (2) representatives of the Association. The committee shall consider among other qualifications, the following:
  - 1. The value of the proposed program to the Whitehall City Schools, its pupils, and the individual applicant.
  - 2. The proposed program of the applicant as related professional graduate study, or research.
  - 3. The applicant's total length of service with Whitehall City Schools.
- C. Teachers approved for sabbatical leave will be notified of their approval by May 1 or as soon thereafter as possible.

#### D. ELIGIBILITY

Eligibility for such leave shall be in accordance with the following:

- 1. No teacher on probationary contract shall be granted a sabbatical leave.
- 2. A unit member must have taught in the Whitehall City Schools for at least five (5) years.
- 3. No additional leave shall be granted to the same unit member prior to five (5) additional years service in the District after return from completion of the prior

leave. No such leave shall be granted a second time to the same unit member when other eligible unit members have applied who have not yet received such leave.

4. Sabbatical leave will not be granted unless a satisfactory substitute is available.
  5. Teachers requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of their leave, a teacher will make a written report to the Superintendent detailing the use which was made of their leave. If the leave was granted for graduate study, the teacher will present to the Superintendent a transcript from the university or college attended.
- E. The maximum partial salary paid to a unit member on sabbatical leave shall be the difference between the unit member's regular salary in effect at the time such leave is granted and the salary of the substitute.
  - F. As a condition of being granted sabbatical leave the unit member must agree in writing to return to the employment of the Board for at least two years. Failure to remain with the district for the two year period shall require the repayment to the District of the partial pay.
  - G. A unit member returning from sabbatical leave will be reassigned to the same position if available, or similar position in keeping with his/her area(s) of certification/licensure.
  - H. An earlier termination of the agreed to length of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.
  - I. A unit member granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.
  - J. Unit members granted sabbatical leave shall continue on the employee roster and be eligible for payroll deductions for insurance benefits, medical, dental and life, where group insurance policies permit. Said payroll deductions will be subtracted from the partial pay or the unit member may elect to pay the total premium to the Board's Treasurer one week prior to the date the Board normally pays the premium to the company. The method of payment selected shall be made by the unit member and submitted in writing to the Board Treasurer at least twenty-one (21) calendar days prior to beginning the leave.



### 502.07 Association Leave

The Board shall authorize a pool of ten (10) days leave with pay per year which could be taken in two hour increments for the use of members of the bargaining unit who represent the Association at meetings and conferences during which members of the district Administration and members of the bargaining unit deal with matters of mutual concern. Such leaves will be granted upon written application made to the Superintendent, and in no event shall more than three (3) bargaining unit members be granted such leaves at the same time from any school. Non-teaching time can be used for association business (i.e. duty, enrichment).

### **503 UNPAID LEAVE OF ABSENCE**

#### 503.01

A leave of absence (unpaid leave) is an extended absence from duty by an employee of the Board, for which written request has been made to the Superintendent, and approval has been granted by the Board. Said leave would be for one (1) school year or the remaining days of that school year. Written request for additional leave may be made upon expiration of said leave. The Board shall have the sole authority for granting or denying requests for unpaid leaves of absence.

#### 503.02

Leaves of absence may be granted by the Board of Education for temporary disability (pregnancy is a temporary disability), advanced educational training, military obligations, and child care. A teacher who has knowledge of the birth or anticipated birth of his/her child is eligible for child care leave, subsequent to the birth of the child. A teacher who obtains legal custody of an adopted child is eligible for child care leave.

- A. At the discretion of the Superintendent, any teacher must furnish acceptable evidence to substantiate the request for leave.
- B. Upon return from leave, the teacher will be reinstated in a contractual position accrued from previous service.

#### 503.03

- A. A request must be made in writing to their principal and the Board a minimum

of thirty-five (35) days prior to the date of leave request, and any change in request must be made a minimum of thirty-five (35) days prior to the requested change.

- B. A teacher who has been granted a leave which includes the end of the school year, shall notify the Board of his/her desire to return no later than April 30th.
- C. A teacher whose leave occurs within a school year but does not include all of the second semester shall notify the principal in writing fifteen (15) days prior to the termination of the leave that he/she will return.
- D. While on leave, the teacher will have the right to continue all group insurance if permitted by the carrier. The total amount will be at the teacher's expense. In order to maintain eligibility for such insurance the teacher shall pay the cost of this insurance at least one week prior to the date the Treasurer is required to remit the amount. Failure to do so will result in cancellation of membership in the insurance plan.
- E. A teacher who has begun a leave of absence will be expected to complete the term of leave except as provided in 503.03A and 503.03C. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting teacher as been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

#### 503.04 Special Leave

The Superintendent may, in the Superintendent's sole discretion, grant a special leave to a teacher without the reasons being stated in writing. Such leave, if granted, cannot exceed one (1) school year and, while it will not effect tenure, it will be without pay and, upon return, the teacher will not be entitled to a salary increment. The Superintendent in granting such leave can establish terms and conditions of the teacher's return. The granting or denial of such leave shall not be subject to the grievance procedure and shall not be considered as a precedent for other such leave requests.

#### **504 ASSAULT LEAVE**

##### 504.01

Members of the bargaining unit who are absent due to a disability resulting from

an unprovoked assault which occurs on Board premises or while in attendance at an official school function and in the course of the member's employment shall be granted assault leave according to the provisions of this section.

504.02

The number of Assault leave days for any unit member shall not be limited.

504.03

During the assault leave, members of the bargaining unit will be maintained on full pay status. Payment for assault leave beyond seven (7) days is contingent upon application by the bargaining unit member for workers compensation and STRS disability retirement, if applicable. Payment for workers compensation and STRS disability retirement shall be coordinated with the Treasurer. The Association agrees to give full and complete cooperation and assistance to the Board and its counsel at all levels of legal proceedings, permit the Board to intervene as a party if it so desires, and/or not to oppose the Board's application to file briefs *amicus curiae* in any action. Assault leave will not be deducted from an individual's accumulated but unused sick leave.

504.04

Assault leave shall not be granted unless the following provisions are fulfilled:

- A. The employee must sign a written statement justifying the use of assault leave.
- B. The employee must provide a written physician's statement regarding the nature and duration of the disability and the necessity of absence from regular employment.
- C. The employee must notify the school administration regarding the details of the assault and the necessity of arranging for a substitute.

504.05

The Student Code of Conduct in each building shall include the following statement "a student physically assaulting a teacher shall be removed from that classroom for not less than twenty-four (24) hours."

## CHAPTER SIX

### **601 PROFESSIONAL GROWTH**

#### 601.01

Professional growth/Teacher Incentive provisions shall be administered by an agent designated by the Board of Education. The Professional growth records will be located in the Administrative Offices and the agent designated by the Board of Education will be responsible for the records.

#### 601.02

- A. Qualifying period: June 1 – May 31.
- B. To receive professional growth/teacher incentives, the teacher will present his/her material on or before May 31st of each year to the Agent of the Board of Education for approval. (An exception to this procedure which affects teachers who will retire, or are not returning in the fall, or have been released due to a reduction of staff at the end of the qualifying year will present their materials for professional growth/teacher incentive not later than one (1) month prior to

receiving their terminating paycheck. Those qualifying for this exception will receive the professional growth/teacher incentive payment along with the final pay.)

#### 601.03 Eligibility

All teachers under contract for the current school year of at least 120 days.

#### 601.04

- A. Step 1: \$400.00; Points to Qualify = 8 (eight)
- B. Step 2: \$700.00; Points to Qualify = 13 (thirteen)
- C. Step 3: \$800.00; Points to Qualify = 18 (eighteen)
- D. Step 4: \$900.00; Points to Qualify = 23 (twenty-three)

#### 601.05

Professional growth/teacher incentive is to be paid in a lump sum at the end of June.

#### 601.06 Areas of Qualification

- A. Membership in Education Organization (Definition of Education Organization: An education organization would be an organization that that improves education expertise of the teacher in the classroom. An example would be the classroom divisions of the OEA-Reading Association, Social Studies Association, etc.) Membership in the educational organization, outside the teaching field, must be approved by the administration. Limit: two (2) points.
- B. Membership in the Whitehall City Schools Parent Teacher Associations would qualify a teacher one (1) point per qualifying period. Membership is defined as 50% attendance to and/or participation in a meeting or activity. P.T.A., academic boosters, athletic boosters, etc. would be examples. One (1) point would be awarded for each two (2) hours of active participation. Confirmation of attendance by Administration. Limit: six (6) points.
- C. Committee Work: Participation in approved national, state, city-wide or school

committees (meeting other than regularly assigned time) will be awarded one (1) point for each four hours of participation. When curriculum development participation occurs during summer or other break, the participant will be awarded a stipend of one hundred dollars (\$100.00) per day (day as defined in 201.01--.03 of the Master Contract). All such participation must be approved in advance by the administration.

If a teacher is a chairperson of a committee; chairperson of in-service group in C, D, or E, or an officer for P.T.A., athletic boosters, academic boosters, etc., he/she will receive one (1) point for each appointment held to a maximum of four (4) points per qualifying period, with 50% attendance.

- D. Study Projects: Individual or group study projects within the Whitehall system must be approved in advance by the Administration. A complete outline of the project including purpose or objective, methodology, and projected use must be submitted for approval. The number of points awarded will be based on project outline and the final report of the finished project.
- E. In-Service Education Courses or Programs: In-service points will be awarded for the completion of in-service education courses or programs sponsored by: Whitehall City Schools, Columbus Public Schools, The Ohio State University, Otterbein College, Capital University, Dominican College, and others when approved in advance by the Administration. One (1) point will be awarded for each four (4) hours of active participation. Courses or programs conducted by faculties must be approved in advance if credit is desired. Full attendance is required.
- F. Supervision of pre-service teachers will qualify for Professional Growth Points based on the number of hours identified by the university/college. Points will be awarded in the following manner:

*0-100 hours = 2 points*

*101-299 hours = 4 points*

*300-499 hours = 6 points*

*500+ hours = 8 points*

Members that share Student Teachers/Field Experience students will pro-rate the Professional Growth Points based on the number of hours that the Student Teachers/Field Experience spend with the participating members. The maximum points for F is twelve (12) points per qualifying period as approved

by Administration.

- G. Supervision of Extra-Curricular Activities: (excluding those under Supplementary Contract). Directing student groups, such as school clubs, fairs, dances, parties, field trips, etc. One (1) point will be awarded for each three (3) hours of supervisory work. The maximum points for supervisory work during any qualifying period are nine (9) points per qualifying period as approved by Administration.
- H. Membership in any Whitehall Community Organizations including, but not limited to: Lions Club, Kiwanis Club, Youth Athletic Teams, Youth League Officer, coach, volunteer work within the city, etc. would qualify a teacher one (1) point for three (3) hours of active participation. Qualified organizations must be approved by Administration. Limit: three (3) points except for administratively approved after-school tutoring programs in the Whitehall community.
- I. A bargaining unit member who has used no sick or personal leave for the school year will automatically qualify for professional growth, at step one (1). Members may further qualify by earning additional points.

### **602 SEVERANCE PAY**

#### 602.01 Eligibility

A unit member's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:

- A. The unit member retires from the Whitehall City Schools.
- B. Retirement shall be defined as disability or service retirement as specified in Section 3307.38 Ohio Revised Code (State Teaches Retirement System).
- C. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within 120 days of the last day of employment with the Board, prove acceptance into the retirement system by having received his/her retirement check.
- D. The unit member must sign a form provided by the Board when he/she picks up the district's retirement check certifying that all of the above eligibility criteria have been met.

#### 602.02 Benefit Calculation

- A. Severance pay shall be calculated by multiplying the days of credit by the daily rate of pay during the highest annual service contract in the Whitehall City Schools.
- B. The daily rate of pay shall be a member's highest annual service contract in the Whitehall City Schools divided by the number of days (185) in the contract.
- C. The number of days credit shall be twenty-five percent (25%) of the number of accumulated and unused sick leave days up to a maximum of fifty-two (52) days.
- D. A unit member electing to retire as of their first day of eligibility as defined by the State Teachers' Retirement System rules and regulations and in Ohio Revised Code (the first eligibility is defined as: any age and 30 years of service; at least 55 years of age and 25 years of service; at least 60 years of age and 5 years of service) or at the end of the school year (September - August) during which they first become eligible, will receive an additional \$350.00 for each year of service in the Whitehall City School District. The maximum number of years of service in the district shall be limited to thirty (30) years. Members must notify the superintendent in writing of the intent to resign for the purpose of retirement by March 31st in order to qualify for this provision. Members must also provide the treasurer with documentation of other service which qualifies to be included as retirement credit such as military time, SERS, PERS, etc.

602.03 General Provisions

- A. Receipt of payment of accrued but unused sick leave shall eliminate all sick leave accrued by the employee.
- B. The severance pay of a bargaining unit member who dies shall be paid to his/her estate.
- C. Such payment shall be made only once to any bargaining unit member.

**603 LIFE INSURANCE**

The Board will provide a \$30,000 life insurance policy, plus accidental Death and Dismemberment Insurance Policy for the members of the bargaining unit.



## **604 MEDICAL INSURANCE**

### **604.01**

The Board reserves the sole right to submit the coverage for bid to reduce costs. Any coverage selected shall be equal to or greater than that currently in effect. The Board shall not reduce coverage in health or major medical insurance or eliminate its self-funded medical insurance status without engaging in collective bargaining with the Association. A copy of the plan design shall be provided to each collective bargaining member.

### **604.02** Cost

1. Single Premium: 2010-2011 Board pays 90%--employee cost shall be 10% and shall not exceed \$30.00 per month; beginning 2011-2012 Board pays 90%--employee pays 10% and shall not exceed \$35.00.
2. Family Premium: 2010-2011 Board pays 70%--employee cost shall be 30% and shall not exceed \$200.00 per month; beginning 2011-2012 Board pays 70%--employee pays 30% and shall not exceed \$245.00.
3. The difference between the Board's share of the premium and the total premium shall be paid by the bargaining unit member, using established payroll deduction procedures.
4. The Board will continue to offer a Section 125 plan for employee health insurance premium payments.
5. Any unit member who has other access to medical insurance and wishes to forego the above benefits may do so and will receive \$250 per year in lieu of benefits for the duration of this agreement. A unit member must sign a waiver form that fully advises him/her of any liability as a result of waiving benefits. Said waiver must be submitted to the treasurer by August 31<sup>st</sup> of each year, and coverage must be waived for the period of September 1<sup>st</sup> - August 31<sup>st</sup> of each year. Payment will be in two (2) installments. The first payment to be paid by December 15<sup>th</sup>, the second by June 15<sup>th</sup>.

### **604.03**

When both spouses are employed by the district, the spouse entitled to individual

insurance has the option of canceling individual insurance and having the individual premium paid by the Board on the family premium. The family premium cost would be the family premium minus the individual premium. The election of this option by the bargaining unit member shall be in a writing satisfactory to the treasurer.

#### 604.04

If the Board determines the necessity to select a new carrier to provide medical insurance coverage, the Association will be given a 30 day notice of intent to change carriers in order for the Association to verify that coverage to be provided will comply with current coverage.

#### **605 DENTAL INSURANCE**

During the term of this agreement a Dental Insurance Plan equal to or greater than the coverage currently in effect will be provided by the Board.

## CHAPTER SEVEN

### **701 PAYMENT OF SALARY**

#### 701.01

Members of the bargaining unit will receive twenty-four (24) salary payments. Payments will be made on the 15th day and last business day of each month.

#### 701.02

Deductions (if necessary or requested) will be made from each pay check or direct deposit. Members may choose from Option A or Option B of the Federal Tax Code.

#### 701.03

During the school year, exclusive of spring and winter breaks, salary checks shall normally be issued to each bargaining unit member no later than 10:30 a.m. on the appropriate dates of each applicable pay period. When a pay date falls on a Saturday, Sunday, or holiday, the salary checks shall be issued the last school day preceding the regular pay date, except when the period of time between the last regular pay date and the last school day prior to the Saturday, Sunday, or holiday is five or more school days.

#### 701.04

When a regular pay date falls during the spring and winter breaks and during the summer, salary checks will be mailed so that normal delivery will provide that the staff member will receive their salary check on the appropriate date of each applicable pay period. A unit member may waive all or part of this numbered provision by giving sufficient notice in writing prior to mailing of the checks that he/she will be picking up the salary check(s) at the District Central Office. Sufficient notice for purposes of this contract means three (3) business days.

#### 701.05 Direct Deposit of Payroll Check

1. Those unit members wishing to participate in direct deposit agree that the treasurer will require at least ten (10) working days in which to prepare a payroll.
2. Teachers wishing to participate in the program will be required to provide a voided check or deposit slip to the treasurer in order to provide the routing number and account number for each employee.
3. The direct deposit provision agreed to in this contract will apply to one (1) financial institution and one (1) account within that financial institution. Each participant in the program may choose one (1) account either checking or savings to which funds will be deposited. Under no circumstance will funds be deposited to more than one (1) financial institution or one (1) account per employee.
4. Bargaining unit members may opt for direct deposit at any time. Once a member has opted for direct deposit, he/she must remain under the program for a minimum of twelve (12) months. After the twelve (12) month period, members may opt out of the direct deposit program.
5. The Treasurer, upon receipt of written request to participate in the direct deposit program, will provide notification to the appropriate financial institution. Due to processing time constraints, those employees who sign up by the 1st of each month will be assured of being enrolled in the program by the last day of the month in which they filed the request.
6. "Net Checks" to the credit union will not be permissible. If the employee wishes to have their entire check deposited to the credit union, the employee must comply with sections 1 through 5 above.
7. The employee will be permitted one (1) financial institution change per school year.

8. When a pay date falls on a Saturday, Sunday, or financial institution holiday, direct deposit shall be made so as to ensure bargaining unit members access to their direct deposit on the work day prior to the Saturday, Sunday, or holiday.
9. New hires will be required to enroll in the direct deposit program for their first year of employment. After their first year of employment, they may opt out of the program or remain in the program.

## **702 PAYROLL DEDUCTIONS**

### **702.01 WEA Dues**

- A. Payroll deductions for pay of Association dues (WEA, Central OEA/NEA, and UTP) affiliated professional organization(s) shall be deducted in twenty (20) equal installments beginning with the first pay check in November.
- B. Such deductions shall be made on the basis of deduction authorizations supplied by the Association to the Treasurer. Such deduction shall be irrevocable, except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15th, provided that notifications of withdrawal are submitted to the Treasurer during such fifteen (15) day period. Notification of the irrevocable fifteen (15) day withdrawal period ending September 15th shall be set forth clearly on the face of the deduction authorization form.
- C. The enrollment period of such deductions shall be from September 1st to October 25th each year. Authorization shall continue from year to year unless a request is submitted in writing to the Board's Treasurer. It shall be the responsibility of the Association member to notify the WEA upon revocation.
- D. Any unit member hired after the enrollment period could have their dues payroll deducted upon written authorization by the WEA treasurer. The number of installments would depend on the number remaining in the installment period.
- E. The balance of annual deductions shall be deducted from the final paycheck of the Association member if that member ends employment with the Board prior to deduction of all twenty (20) installments.

- F. The WEA fully indemnifies and holds harmless, the Board, Superintendent, and Treasurer against any claim with regard to deductions made in accordance with these provisions.
- G. Monthly payroll deductions of dues shall be forwarded to the bargaining unit Treasurer with a listing of each unit member for whom deductions have been made.

#### 702.02 Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the WEA, Central OEA/NEA and UTP, a fair share fee for the Association's representation of such non-members. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or before November 1st of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin at the first payroll period in November. Unit members who are hired after November 1st will have their fair share fee deducted in installments as authorized in writing by the WEA Treasurer in the same manner as in 702.01. Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.

#### 702.03 Other Deductions

The following payroll deductions will be made by the Board in accordance with law:

- A. Retirement
- B. Federal Income Tax
- C. State Income Tax
- D. City Income Tax(s)
- E. Annuity Programs

1. The following procedures have been established in order to provide an orderly payroll deduction program for the unit member:

An Independent agent or agency seeking payroll deduction for tax-sheltered annuity must be included on the following approved list of companies.

ING Life Insurance & Annuity Company (AETNA)  
ING Life Insurance & Annuity Company (AETNA) (457(b))  
Ohio Public Employees Deferred Compensation (457(b))  
Met Life Investors Group (Security First)  
Met Life Investors Group (Copeland/Travelers)  
Ameriprise Financial Advisors Inc.  
Security Benefit Life Insurance Company (NEA)  
R F Disbursements (Reserve Financial)  
AXA Equitable  
Horace Mann

2. Any Agent or agency requesting payroll deductions for Tax-sheltered annuities must have membership of ten (10) employees of the Whitehall City School system with the same Plan in one (1) of the approved companies. The number of approved companies included on the list will be limited to ten (10) at any given time.
3. Any agent or agency requesting to offer a Plan (as described above) from an approved company which is already established as a payroll deduction must make arrangements with such company so as to offer a unified billing form for payment (one remittance location). If such an arrangement cannot be made, approval will be denied.

4. Approved companies who no longer have employees requiring payroll deduction will be removed from the list. These companies must obtain membership of ten (10) employees in order to re-qualify for payroll deduction.

The following rules are established to be followed by the agent or agency in contacting employees and establishing payroll deduction:

5. Names, addresses, and phone number of employees of Whitehall City Schools SHALL NOT be given to any agent, agency, data service or marketing group by any agent of the Whitehall City Schools administration.
6. The building administrator will make the determination as to when, where, and how the agent will contact employees at school or present their programs.
7. All employees wishing to be contacted at home by an agent or agency will so indicate by directly contacting said agent or agency.
8. Any agent or agency violating any of these provisions will be subject to removal from the list approved by the Board of Education.

The following rules have been established to be followed by the unit members requesting an annuity deduction:

9. The employee or representative agent must file an application for the purchase of the annuity on the regular form of the company of their choice with the Treasurer of the Board of Education.
10. The employee, not the employer, has the responsibility to initiate a change or termination of the purchase of the tax-sheltered annuity plan in accordance with established Board policies.
11. The employee is permitted to revise the amount authorized for an annuity purchased during a school contract year.
12. All application, revisions, or notices of termination must be submitted as follows:
  - a. No later than the 15th of the month to be effective the last pay of that month.



b. Changes will be effective only on the last pay of the month.

13. The employee shall assume responsibility for determining eligibility for deductions under applicable IRS code.

F. Group Insurance Premiums (in accordance with the terms of this agreement).

G. United Way

H. Whitehall Credit Union

I. Political Action Committee Contributions (OEA PAC)

J. STRS Retirement Purchases under STRS Rules

### **703 SALARY SCHEDULE INCREMENTS**

#### 703.01

Progress toward maximum salaries shall be made by increments. A full increment shall be granted to members who have served 120 or more school days within a given school year. No more than one year's credit will be granted for a school year.

#### 703.02

Recognition of increments shall be based on transcripts of credit from an accredited college or university and are based on semester hours. There are two submission periods for salary upgrades. A fall submission must be made to the Director of Administrative Services no later than September 15th and salaries will be adjusted effective with the first pay in October retroactive to September 1<sup>st</sup>. A spring submission must be made to the Director of Administrative Services no later than February 1<sup>st</sup> and salaries will be adjusted effective with the first pay in March. Professional Staff requesting an salary upgrade must submit the Request for Salary Upgrade Form.

#### 703.03 Bachelor's Degree Column (BACH)

Members with a Bachelor's Degree from a recognized college or university.

#### 703.04 5-Year Column (5YR)

Members who have earned a Bachelor's Degree from a recognized college or university and have a total of 150 semester hours or more.

703.05 Master's Degree Column (MA)

Members who have earned a Master's Degree from a recognized college or university.

703.06 Master's Degree Plus 20 Column (MA+20) or MA +60 CEU's

Eligibility for the Masters Degree Plus 20 semester hours column shall be based on credit earned after the date of the Master's Degree and based on graduate study in the field of education or graduate study which is generally related to the member's area of certification or 60 Continuing Education Credits (CEUs) or any combination of graduate credits and CEUs and as a part of the IPDP.

Participants must select Professional Growth and CEU or Stipend for training outside the workday. (If stipend is taken then the participant can not select the option of CEUs).

The CEUs must be accumulated after employment in Whitehall City Schools.

CEUs accumulated after June 30, 2003 will be accepted toward the placement on salary schedule.

It is the responsibility of the bargaining unit member to keep track of and submit the documentation of the CEUs.

703.07

Members of the bargaining unit who have a Doctorate Degree will receive an additional two thousand dollars (\$2,000) per year in addition to their regular salary placement.

**704 SALARY AND SALARY SCHEDULE**

704.01

- A. Effective for the 2009-2010 contract year, the base salary and index shall be \$36,569 as shown in 704.02A.

704.02A Salary and index for contract year 2010-2011

<b>YEARS</b>	<b>BA</b>	<b>5 YEAR</b>	<b>MASTER</b>	<b>MA+20</b>
<b>0</b>	<b>37,300</b> 1.0000	<b>38,632</b> 1.0357	<b>40,780</b> 1.0933	<b>42,336</b> 1.1350
<b>1</b>	<b>38,695</b> 1.0374	<b>40,265</b> 1.0795	<b>42,727</b> 1.1455	<b>44,484</b> 1.1926
<b>2</b>	<b>40,086</b> 1.0747	<b>41,899</b> 1.1233	<b>44,678</b> 1.1978	<b>46,636</b> 1.2503
<b>3</b>	<b>41,481</b> 1.1121	<b>43,533</b> 1.1671	<b>46,625</b> 1.2500	<b>48,785</b> 1.3079
<b>4</b>	<b>42,876</b> 1.1495	<b>45,167</b> 1.2109	<b>48,576</b> 1.3023	<b>50,933</b> 1.3655
<b>5</b>	<b>44,268</b> 1.1868	<b>46,797</b> 1.2546	<b>50,523</b> 1.3545	<b>53,082</b> 1.4231
<b>6</b>	<b>45,663</b> 1.2242	<b>48,430</b> 1.2984	<b>52,470</b> 1.4067	<b>55,234</b> 1.4808
<b>7</b>	<b>47,058</b> 1.2616	<b>50,064</b> 1.3422	<b>54,421</b> 1.4590	<b>57,382</b> 1.5384
<b>8</b>	<b>48,453</b> 1.2990	<b>51,698</b> 1.3860	<b>56,368</b> 1.5112	<b>59,531</b> 1.5960
<b>9</b>	<b>49,844</b> 1.3363	<b>53,332</b> 1.4298	<b>58,319</b> 1.5635	<b>61,683</b> 1.6537
<b>10</b>	<b>51,239</b> 1.3737	<b>54,965</b> 1.4736	<b>60,266</b> 1.6157	<b>63,831</b> 1.7113
<b>11</b>	<b>52,634</b> 1.4111	<b>56,599</b> 1.5174	<b>62,213</b> 1.6679	<b>65,980</b> 1.7689
<b>12</b>	<b>54,025</b> 1.4484	<b>58,233</b> 1.5612	<b>64,163</b> 1.7202	<b>68,132</b> 1.8266
<b>13</b>	<b>55,420</b> 1.4858	<b>59,867</b> 1.6050	<b>66,111</b> 1.7724	<b>70,281</b> 1.8842

<b>14</b>	<b>56,815</b> 1.5232	<b>61,500</b> 1.6488	<b>68,061</b> 1.8247	<b>72,429</b> 1.9418
<b>15</b>	<b>58,210</b> 1.5606	<b>63,134</b> 1.6926	<b>70,008</b> 1.8769	<b>74,581</b> 1.9995
<b>16</b>	<b>59,605</b> 1.5980	<b>64,764</b> 1.7363	<b>71,955</b> 1.9291	<b>76,730</b> 2.0571
<b>17</b>	<b>61,000</b> 1.6354	<b>66,398</b> 1.7801	<b>73,906</b> 1.9814	<b>78,878</b> 2.1147
<b>19</b>	<b>62,395</b> 1.6728	<b>68,031</b> 1.8239	<b>75,853</b> 2.0336	<b>81,027</b> 2.1723
<b>22</b>	<b>63,790</b> 1.7102	<b>69,665</b> 1.8677	<b>77,800</b> 2.0858	<b>83,175</b> 2.2299

704.02A Salary and index for contract year 2011-2012

<b>YEARS</b>	<b>BA</b>	<b>5 YEAR</b>	<b>MASTER</b>	<b>MA+20</b>
<b>0</b>	<b>38,046</b> 1.0000	<b>39,404</b> 1.0357	<b>41,596</b> 1.0933	<b>43,182</b> 1.1350
<b>1</b>	<b>39,469</b> 1.0374	<b>41,071</b> 1.0795	<b>43,582</b> 1.1455	<b>45,374</b> 1.1926
<b>2</b>	<b>40,888</b> 1.0747	<b>42,737</b> 1.1233	<b>45,571</b> 1.1978	<b>47,569</b> 1.2503
<b>3</b>	<b>42,311</b> 1.1121	<b>44,403</b> 1.1671	<b>47,558</b> 1.2500	<b>49,760</b> 1.3079
<b>4</b>	<b>43,734</b> 1.1495	<b>46,070</b> 1.2109	<b>49,547</b> 1.3023	<b>51,952</b> 1.3655
<b>5</b>	<b>45,153</b> 1.1868	<b>47,733</b> 1.2546	<b>51,533</b> 1.3545	<b>54,143</b> 1.4231
<b>6</b>	<b>46,576</b> 1.2242	<b>49,399</b> 1.2984	<b>53,519</b> 1.4067	<b>56,339</b> 1.4808
<b>7</b>	<b>47,999</b> 1.2616	<b>51,065</b> 1.3422	<b>55,509</b> 1.4590	<b>58,530</b> 1.5384
<b>8</b>	<b>49,422</b> 1.2990	<b>52,732</b> 1.3860	<b>57,495</b> 1.5112	<b>60,721</b> 1.5960
<b>9</b>	<b>50,841</b> 1.3363	<b>54,398</b> 1.4298	<b>59,485</b> 1.5635	<b>62,917</b> 1.6537
<b>10</b>	<b>52,264</b> 1.3737	<b>56,065</b> 1.4736	<b>61,471</b> 1.6157	<b>65,108</b> 1.7113
<b>11</b>	<b>53,687</b> 1.4111	<b>57,731</b> 1.5174	<b>63,457</b> 1.6679	<b>67,300</b> 1.7689
<b>12</b>	<b>55,106</b> 1.4484	<b>59,397</b> 1.5612	<b>65,447</b> 1.7202	<b>69,495</b> 1.8266
<b>13</b>	<b>56,529</b> 1.4858	<b>61,064</b> 1.6050	<b>67,433</b> 1.7724	<b>71,686</b> 1.8842

<b>14</b>	<b>57,952</b> 1.5232	<b>62,730</b> 1.6488	<b>69,423</b> 1.8247	<b>73,878</b> 1.9418
<b>15</b>	<b>59,375</b> 1.5606	<b>64,397</b> 1.6926	<b>71,409</b> 1.8769	<b>76,073</b> 1.9995
<b>16</b>	<b>60,798</b> 1.598	<b>66,059</b> 1.7363	<b>73,395</b> 1.9291	<b>78,264</b> 2.0571
<b>17</b>	<b>62,220</b> 1.6354	<b>67,726</b> 1.7801	<b>75,384</b> 1.9814	<b>80,456</b> 2.1147
<b>19</b>	<b>63,643</b> 1.6728	<b>69,392</b> 1.8239	<b>77,370</b> 2.0336	<b>82,647</b> 2.1723
<b>22</b>	<b>65,066</b> 1.7102	<b>71,059</b> 1.8677	<b>79,356</b> 2.0858	<b>84,839</b> 2.2299

**705 SUPPLEMENTAL CONTRACTS**

705.01

- A. During the term of this Agreement, members of the bargaining unit performing the following extra duty assignments shall be paid in accordance with the following schedule. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1st of each school year. Index and salary schedule are listed in 705.04 A, B, and C.
- B. The Administration and the Board will determine original placement on the salary schedule.
- C. Supplemental contracts will be paid in two (2) or three (3) equal monthly increments. Annual contracts will be paid in ten (10) equal increments.
- D. Assignment of supplemental contract positions to salary categories shall be the responsibility of the Administration and Board of Education. A list of current positions in categories I-VI may be found in 705.01F.
- E. All vacancies for positions listed in 705.01F must be posted to allow bargaining unit member(s) sufficient time to respond.
- F. The following is the listing of categories for supplemental contracts:

**CATEGORY I**

Head Coach, Boys' Football  
Head Coach, Boys' Basketball  
Head Coach, Girls' Basketball

Head Coach, Boys' Baseball  
Head Coach, Girls' Softball  
Director (Instrumental Music)  
Ramette Advisor  
Middle School Athletic Coordinator—Fall and Winter  
Track Coordinator (Boys' and Girls')

## CATEGORY II

Head Coach, Boys' Wrestling  
Head Coach, Girls' Volleyball  
Assistant Coach Boys' Varsity Basketball  
Assistant Coach Girls' Varsity Basketball  
Assistant Coach Boys' Varsity Football  
Equipment Manager  
Head Coach, Soccer  
Special Program Coordinators  
Literacy Coordinator  
Middle School Athletic Coordinator – Spring  
Middle School Assistant Athletic Coordinator  
Building Technology Coordinator

## CATEGORY III

Head Coach Boys' Golf  
Head Coach Boys' Tennis  
Head Coach Girls' Tennis  
Head Coach Cross Country  
Assistant Coach Girls' Softball  
Assistant Coach Soccer  
Assistant Coach Boys' Baseball  
Assistant Coach Boys' Wrestling  
Middle School Coaches  
Head Coach, Boys' Track  
Head Coach, Girls' Track  
Assistant Coach, Girls' Volleyball  
Assistant Coach, Boys' Track  
Assistant Coach Girls' Track  
Student Intervention Coordinator (plus 10 days)  
Middle School Guidance Counselor  
Guidance Counselors, High School

Department Heads High School  
Senior Drama (By Production 2 per year)  
Senior High Vocal Director  
Middle School TV Studio Coordinator  
Boys' Bowling Coach  
Girls' Bowling Coach

#### CATEGORY IV

Varsity/Reserve Football Cheerleader Advisor  
Varsity/Reserve Basketball Cheerleader Advisor  
Ramette Assistant Advisor  
High School Class Advisor  
Middle School Activity Coordinator – 2 positions

#### CATEGORY V

9th Grade Football Cheerleader Advisor  
9th Grade Basketball Cheerleader Advisor  
Middle School Band Director  
High School Assistant Band Director  
Middle School Vocal Music Director  
High School Yearbook Advisor  
High School Newspaper Advisor  
High School Student Council Advisor  
Focus Editor  
Ohio FIRST Mentor  
Flag Corp Director—Marching Band  
Flag Corp Director—Winter Competition  
Middle School Team Leaders

#### CATEGORY VI

Safety Patrol Supervisors  
Middle School Science Coordinator  
Elementary Instrumental Music Coordinator  
Elementary Vocal Directors  
Instrumental Assistant Director for Musicals  
Vocal Assistant Director for Musicals  
Choreographer for Musicals  
Advisor, In the Know  
Middle School Drama Advisor

## Show Choir

### 705.02

Coaches who supervise the Weight-lifting Program for Whitehall City Schools will be compensated at the rate of \$10 per hour provided that those hours are pre-approved by the Athletic Director. Employees with a Personal Trainer Certificate will be compensated at a rate of \$20 per hour provided that those hours are pre-approved by the Athletic Director. The number of total hours for the weight-lifting center shall not exceed twelve (12) total weekly hours during the school year nor twenty-four (24) total weekly hours during the summer. Weight-lifting programs conducted for athletes during the season of their sport is considered part of that sport program and does not require extra compensation.

### 705.03

#### Mentor Teachers

Unit members serving as mentors shall receive a stipend of \$800 to be paid in June.

#### After School Program

The hourly rate for teachers for the after school program that is funded by TANF will be the same as the hourly rate for summer school. (709 Summer School Teachers)

#### Supplemental Salaries

The following is the percent of the BA Minimum for each category and year of experience. The supplemental salary is found by multiplying the index figure times the BA minimum in effect at the beginning of each school year:



705.04A Supplemental index and salary effective 7/1/10

<u>Year</u>	<u>CATEGORY</u>					
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
<b>0</b>	<b>\$4,663</b> 0.1250	<b>\$2,984</b> 0.0800	<b>\$2,611</b> 0.0700	<b>\$2,425</b> 0.0650	<b>\$2,052</b> 0.0550	<b>\$1,119</b> 0.0300
<b>1</b>	<b>\$5,036</b> 0.1350	<b>\$3,189</b> 0.0855	<b>\$2,760</b> 0.0740	<b>\$2,555</b> 0.0685	<b>\$2,175</b> 0.0583	<b>\$1,175</b> 0.0315
<b>2</b>	<b>\$5,409</b> 0.1450	<b>\$3,394</b> 0.0910	<b>\$2,909</b> 0.0780	<b>\$2,686</b> 0.0720	<b>\$2,298</b> 0.0616	<b>\$1,231</b> 0.0330
<b>3</b>	<b>\$5,782</b> 0.1550	<b>\$3,599</b> 0.0965	<b>\$3,059</b> 0.0820	<b>\$2,816</b> 0.0755	<b>\$2,421</b> 0.0649	<b>\$1,287</b> 0.0345
<b>4</b>	<b>\$6,155</b> 0.1650	<b>\$3,805</b> 0.1020	<b>\$3,208</b> 0.0860	<b>\$2,947</b> 0.0790	<b>\$2,544</b> 0.0682	<b>\$1,343</b> 0.0360
<b>5</b>	<b>\$6,528</b> 0.1750	<b>\$4,010</b> 0.1075	<b>\$3,357</b> 0.0900	<b>\$3,077</b> 0.0825	<b>\$2,667</b> 0.0715	<b>\$1,399</b> 0.0375
<b>6</b>	<b>\$6,901</b> 0.1850	<b>\$4,215</b> 0.1130	<b>\$3,506</b> 0.0940	<b>\$3,208</b> 0.0860	<b>\$2,790</b> 0.0748	<b>\$1,455</b> 0.0390
<b>7</b>	<b>\$7,274</b> 0.1950	<b>\$4,420</b> 0.1185	<b>\$3,655</b> 0.0980	<b>\$3,338</b> 0.0895	<b>\$2,913</b> 0.0781	<b>\$1,511</b> 0.0405

<b>8</b>	<b>\$7,647</b> 0.2050	<b>\$4,625</b> 0.1240	<b>\$3,805</b> 0.1020	<b>\$3,469</b> 0.0930	<b>\$3,036</b> 0.0814	<b>\$1,567</b> 0.0420
<b>9</b>	<b>\$8,020</b> 0.2150	<b>\$4,830</b> 0.1295	<b>\$3,954</b> 0.1060	<b>\$3,599</b> 0.0965	<b>\$3,159</b> 0.0847	<b>\$1,623</b> 0.0435
<b>9</b>	<b>\$7,862</b> 0.2150	<b>\$4,736</b> 0.1295	<b>\$3,876</b> 0.1060	<b>\$3,529</b> 0.0965	<b>\$3,097</b> 0.0847	<b>\$1,591</b> 0.0435

705.04B Supplemental index and salary effective 7/1/11

<u>Year</u>	<u>CATEGORY</u>					
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
<b>0</b>	<b>\$4,756</b> 0.1250	<b>\$3,044</b> 0.0800	<b>\$2,663</b> 0.0700	<b>\$2,473</b> 0.0650	<b>\$2,093</b> 0.0550	<b>\$1,141</b> 0.0300
<b>1</b>	<b>\$5,136</b> 0.1350	<b>\$3,253</b> 0.0855	<b>\$2,815</b> 0.0740	<b>\$2,606</b> 0.0685	<b>\$2,218</b> 0.0583	<b>\$1,198</b> 0.0315
<b>2</b>	<b>\$5,517</b> 0.1450	<b>\$3,462</b> 0.0910	<b>\$2,968</b> 0.0780	<b>\$2,739</b> 0.0720	<b>\$2,344</b> 0.0616	<b>\$1,256</b> 0.0330
<b>3</b>	<b>\$5,897</b> 0.1550	<b>\$3,671</b> 0.0965	<b>\$3,120</b> 0.0820	<b>\$2,872</b> 0.0755	<b>\$2,469</b> 0.0649	<b>\$1,313</b> 0.0345
<b>4</b>	<b>\$6,278</b> 0.1650	<b>\$3,881</b> 0.1020	<b>\$3,272</b> 0.0860	<b>\$3,006</b> 0.0790	<b>\$2,595</b> 0.0682	<b>\$1,370</b> 0.0360
<b>5</b>	<b>\$6,658</b> 0.1750	<b>\$4,090</b> 0.1075	<b>\$3,424</b> 0.0900	<b>\$3,139</b> 0.0825	<b>\$2,720</b> 0.0715	<b>\$1,427</b> 0.0375
<b>6</b>	<b>\$7,039</b> 0.1850	<b>\$4,299</b> 0.1130	<b>\$3,576</b> 0.0940	<b>\$3,272</b> 0.0860	<b>\$2,846</b> 0.0748	<b>\$1,484</b> 0.0390
<b>7</b>	<b>\$7,419</b> 0.1950	<b>\$4,508</b> 0.1185	<b>\$3,729</b> 0.0980	<b>\$3,405</b> 0.0895	<b>\$2,971</b> 0.0781	<b>\$1,541</b> 0.0405

<b>8</b>	<b>\$7,799</b> 0.2050	<b>\$4,718</b> 0.1240	<b>\$3,881</b> 0.1020	<b>\$3,538</b> 0.0930	<b>\$3,097</b> 0.0814	<b>\$1,598</b> 0.0420
<b>9</b>	<b>\$8,180</b> 0.2150	<b>\$4,927</b> 0.1295	<b>\$4,033</b> 0.1060	<b>\$3,671</b> 0.0965	<b>\$3,222</b> 0.0847	<b>\$1,655</b> 0.0435

**706 EXTENDED CONTRACT**

Extended contracts shall be paid on a per diem rate as follows:

Step	Bachelors	5-Year	Masters
0	110.50	114.70	121.00
1	114.70	119.45	126.30
2	118.90	124.20	131.61
3	123.10	128.95	136.91
4	127.30	133.71	142.21
5	131.50	138.46	147.52
6	135.69	143.21	152.82
7	139.89	147.96	158.13
8	144.09	152.71	163.43
9	148.29	157.42	168.73
10	152.49	162.21	174.04
11	156.69	166.97	179.34

**707 STRS PICK-UP**

707.01

The Board of Education of the Whitehall City School District herewith agrees with the Whitehall Education Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.

1. The amount to be "picked-up" on behalf of each employee shall be the current withholding rate as established by the State Teachers Retirement System, of the employee's gross annual compensation. The employee'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.
2. Shall be uniformly applied to all members of the bargaining unit.
3. Payment for all paid leaves, sick leave, personal leave, severance, and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

#### 707.02

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

#### 707.03

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

### **708 FULL TIME HOURLY PROFESSIONAL EMPLOYEES**

#### 708.01

During the term of this Agreement, full-time hourly professional employees shall be paid in accordance with the following schedule. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1st of each school year. Index and salary schedule are listed in 708.02 A, B, and C. This pay will be forthcoming for each hour scheduled with a student, regardless of student attendance, and each hour for attendance at meeting with administrators, teachers, parents. Positions created in concurrence with the Administration and Association will be paid on the hourly schedule.

#### 708.02

The following is the percent of the BA minimum hourly rate and years of experience. The hourly rate is found by multiplying the index figure times the BA minimum in effect at the beginning of each school year:

708.02A Full-time hourly professional employees index and salary effective 7/1/09

<u>Years of Experience</u>	<u>Hourly Rate</u>
0 - 1	\$28.23 0.000772
2 - 3	\$29.33 0.000802
4 - 5	\$30.35 0.000830
6 - 7	\$31.41 0.000859
8 - 9	\$32.47 0.000888
10 - 14	\$33.50 0.000916
15 or more	\$34.52 0.000944

708.03

Full-time hourly professional employees shall be provided all the benefits of this Agreement except Article 202 and that leave return provisions shall be dependent upon continued availability of the program from which the employee took such leave. Full-time hourly professional employees shall have rights under Article 203 but seniority shall be limited to full-time hourly employees only. Full-time hourly

professional employees shall be provided with medical and dental insurance.

#### 708.04

Employees shall be paid at their regular rate of pay for “Calamity days” so long as they were scheduled to work on such days and their school program was canceled by the Superintendent. Additionally full-time hourly professional employees shall be compensated for attendance at any in-service or days required of their position, so long as full-time hourly employee’s attendance is pre-approved by building principal.

#### 708.05

The following guidelines shall be followed in determining teaching year of experience for full-time hourly professional employees:

- A. All full-time previous Whitehall City School District teaching experience is counted.
- B. A maximum of five (5) years experience out of the system including military service.
- C. Full-time teaching experience if it is for 120 days or more per year.

#### 708.06

In the event the Board adjusts the work week for full-time hourly employees so that such an employee works thirty (30) or more hours per week but less than five (5) days per week, such employee shall retain full-time hourly status.

### **709 SUMMER SCHOOL TEACHERS**

The position(s) for summer school teachers shall be paid at the following hourly rate:

One sixth (1/6) of the daily rate of the first step of the negotiated salary index rounded to the next highest dollar.

It is further agreed that such positions will only be filled in the event that the number of students projected to utilize the service is sufficient to cover the cost of providing the same.

### **710 TEACHER RETENTION INCENTIVE**

- A. Teachers hired by the district with less than two (2) years experience will be paid a bonus for continuing their service to the district. One thousand dollars (\$1,000) will be paid to teachers who complete their second and third years with the district. The bonus will be paid in September of the third and fourth years in Whitehall City Schools based upon satisfactory performance and recommendation for contract renewal.
- B. Special education teachers, who are *highly qualified* as defined by the No Child Left Behind Act, hired by the district within their first two (2) years of teaching will receive an additional step increase over their actual experience level after completing their third year with the district. This increase will be contingent based upon satisfactory performance evaluations and recommendation for contract renewal. Teachers will skip one step on the salary schedule only if they continue their service in special education. If a special education teacher transfers or is transferred to a regular education teaching position in the district, their salary step will revert to the step that reflects their actual experience in the district.
- C. No teacher, whether special or regular education, may qualify for both provisions A and B of section 710.
- D. The Board and Association intend the provisions of section 710 of this agreement to supersede all applicable sections of the Ohio Revised Code including but not limited to sections 3319.08 and 3319.12.

## CHAPTER EIGHT

### **801 NOTICE OF PENDING DEADLINES**

Notice of pending deadlines which effect salary, insurance and other professional requirements shall be jointly determined each year by the administration and the WEA appointee and included in the official calendar as adopted by the Board of Education. As has been the custom, the departments of the central office will continue as a courtesy to notify of pending deadlines within the limitations of the available staff.

### **802 RESPONSIBILITY OF THE ASSOCIATION**

#### 802.01

The Association shall represent all teachers of the Whitehall City School District equally and without discrimination.

#### 802.02

The Association agrees that it will neither cause nor sponsor any strike, "study day," "professional holiday," or other work stoppage during the period of this Agreement.

#### 802.03

The Association will make every reasonable effort to prevent or terminate violations of this article.



## CHAPTER NINE

### **901 PROVISIONS CONTRARY TO LAW/COMPLETE AGREEMENT/ SEVERABILITY**

- A. This agreement governs the wages, hours, and terms and conditions of employment between the Board and the Association. The Board and the Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this agreement.
  
- B. With the exception of laws pertaining to civil rights, affirmative action, unemployment compensation, worker's compensation, retirement, residency requirements, minimal educational statutory requirements pertaining to public education and minimum standards promulgated by the State Board of Education, the provisions of this contract shall prevail over changes during the term of this agreement or conflicts with all applicable state and local laws or ordinances pertaining to wages, hours, and terms and conditions of employment. If laws pertaining to civil rights, affirmative action unemployment compensation, workers compensation, retirement, residency requirements, minimal educational statutory requirements pertaining to public education and minimum standards promulgated by the State Board of Education change during the term of this agreement, negotiations will be reopened concerning the affected contract provisions. In the event that the parties are unable to reach agreement on new contract language, the new law shall supersede the affected contract provisions.
  
- C. In the event that any provision of this agreement is found invalid as a result of the decision rendered by a court of competent jurisdiction construing civil rights affirmative action, unemployment compensation, worker's compensation,

retirement, residency requirement, minimal educational statutory requirements pertaining to public education and minimum standards promulgated by the State Board of Education or as result of a change in those laws which becomes effective during the term of this contract, negotiations will be reopened concerning the affected contract provision. In the event that the parties are unable to reach agreement on new contract language the decision of the court of competent jurisdiction shall supersede the affected contractual provision.

- D. If agreed to by both parties, any part of this agreement may be re-negotiated prior to its expiration date. If changes in this document are desired, written notification shall be given by the party proposing the changes. Negotiations shall occur in accordance with procedures in this agreement.
- E. The President of the Association and the Superintendent may meet privately during the term of this agreement for the purpose of discussing an amendment to this agreement. If they determine a specific amendment is desirable, the proposal for amendment will be referred to the Association. If such proposal for amendment is approved by the Association it will be submitted for ratification to the Board of Education.
- F. This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- G. Upon adoption and ratification of this Contract by the Association and the Board, it shall become binding on all parties.

**902 DURATION**

This document constitutes the Master Contract between the Whitehall Board of Education and the Whitehall Education Association and will become effective 12:01 a.m., July 1, 2010 and continue in full force and effect until midnight of June 30, 2012. In witness whereof the parties have caused this Contract to be executed on The day and year mentioned above.

Whitehall Board of  
Education

Whitehall Education  
Association

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiation Chair

\_\_\_\_\_  
Treasurer

THE FOLLOWING ARE FORMS  
AS AGREED TO UNDER ARTICLE 103  
OF THIS AGREEMENT



**WHITEHALL CITY SCHOOLS  
CLASSROOM OBSERVATION REPORT**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_ SUBJECT \_\_\_\_\_

OBSERVER \_\_\_\_\_ TIME: From \_\_\_\_\_ to \_\_\_\_\_

OBSERVATION # \_\_\_\_\_

Classroom Conditions (special situations, circumstances, environmental factors, etc.):

DOMAINS	SCRIPT
<p><b>Domain A: Planning and Preparation</b></p> <ol style="list-style-type: none"> <li>1. Demonstrating knowledge of content pedagogy</li> <li>2. Demonstrating knowledge of students</li> <li>3. Selecting instructional goals</li> <li>4. Demonstrating knowledge of resources</li> <li>5. Designing coherent instruction</li> <li>6. Assessing student learning</li> </ol>	
<p><b>Domain B: The Classroom Environment</b></p> <ol style="list-style-type: none"> <li>1. Creating an environment of respect and rapport</li> <li>2. Establishing a culture for learning</li> <li>3. Managing classroom procedures</li> <li>4. Managing student behavior</li> <li>5. Organizing physical space</li> </ol>	
<p><b>Domain C: Instruction</b></p> <ol style="list-style-type: none"> <li>1. Communicating clearly and accurately</li> <li>2. Engaging students in learning</li> <li>3. Using questioning, discussion, and assessment techniques</li> </ol>	

<ul style="list-style-type: none"> <li>4. Providing feedback to students</li> <li>5. Demonstrating flexibility and responsiveness</li> </ul>	
<p><b>Domain D: Professional Responsibilities</b></p> <ul style="list-style-type: none"> <li>1. Reflecting on teaching</li> <li>2. Maintaining accurate records</li> <li>3. Communicating with families</li> <li>4. Contributing to the school and district</li> <li>5. Growing and developing professionally</li> <li>6. Showing professionalism</li> </ul>	

**EVALUATOR'S COMMENTS**

**EMPLOYEE'S COMMENTS**

DATE REPORT DISCUSSED: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONFERENCE REGARDING THIS REPORT ONLY IS HEREBY WAIVED

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**WHITEHALL CITY SCHOOLS  
OBSERVATION REPORT  
Counselor/Dean of Students/Academic Advisor/SIC/Nurse**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_ OBSERVATION # \_\_\_\_\_

OBSERVER \_\_\_\_\_ TIME: From \_\_\_\_\_ to \_\_\_\_\_

Classroom Conditions (special situations, circumstances, environmental factors, etc.):

	SCRIPT
<b>Domain A: Planning and Preparation</b>  <ol style="list-style-type: none"><li>1. Demonstrating knowledge of content pedagogy</li><li>2. Demonstrating knowledge of students/family</li><li>3. Selecting appropriate goals and strategies for working with students, staff and families</li><li>4. Demonstrating knowledge and of resources</li><li>5. Designing implementing effective intervention strategies</li><li>6. Assessing student/family progress</li></ol>	
<b>Domain B: The Working Environment</b>  <ol style="list-style-type: none"><li>1. Creating an environment of respect, trust and rapport</li><li>2. Establishing a culture for understanding and problem solving</li><li>3. Managing process and procedures</li><li>4. Managing student behavior</li><li>5. Organizing physical space</li></ol>	
<b>Domain C: Guidance/Intervention</b>  <ol style="list-style-type: none"><li>1. Communicating clearly and accurately</li><li>2. Engaging students/families in problem solving and planning</li><li>3. Using appropriate strategies and techniques</li><li>4. Providing feedback to students/families</li></ol>	



5. Demonstrating flexibility and responsiveness	
<b>Domain D: Professional Responsibilities</b> 1. Reflecting on effectiveness 2. Maintaining accurate records 3. Communicating with staff, students and families 4. Contributing to the school and district 5. Growing and developing professionally 6. Showing professionalism	

**EVALUATOR'S COMMENTS**

**EMPLOYEE'S COMMENTS:**

DATE REPORT DISCUSSED: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONFERENCE REGARDING THIS REPORT ONLY IS HEREBY WAIVED:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**WHITEHALL CITY SCHOOLS  
EVALUATION SUMMARY**

TEACHER: \_\_\_\_\_ BUILDING: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

	Unsatisfactory	Basic	Proficient	Distinguished	Comments
<b>DOMAIN A</b>					
<b>Planning and Preparation</b>					
1. Demonstrating knowledge of content and pedagogy					
2. Demonstrating knowledge of students					
3. Selecting instructional goals					
4. Demonstrating knowledge of resources					
5. Designing coherent instruction					
6. Assessing student learning					
<b>DOMAIN B</b>	Unsatisfactory	Basic	Proficient	Distinguished	Comments
<b>The Classroom Environment</b>					
1. Creating an environment of respect and rapport					
2. Establishing a culture for learning					
3. Managing classroom procedures					
4. Managing student behavior					
5. Organizing physical space					
<b>DOMAIN C</b>	Unsatisfactory	Basic	Proficient	Distinguished	Comments
<b>Instruction</b>					
1. Communicating clearly and accurately					
2. Using questioning and discussion techniques					
3. Engaging students in learning					
4. Providing feedback to students					
5. Demonstrating flexibility and responsiveness					
<b>DOMAIN D</b>	Unsatisfactory	Basic	Proficient	Distinguished	Comments
<b>Professional Responsibilities</b>					
1. Reflecting on teaching					
2. Maintaining accurate records					
3. Communicating with families					

<b>4. Contributing to school and district</b>					
<b>5. Growing and developing professionally</b>					
<b>6. Showing professionalism</b>					

**Recommended for:**

**Renewal** \_\_\_\_\_

**Non-Renewal** \_\_\_\_\_

**Continuing Contract** \_\_\_\_\_

**Please see Evaluator's Comments for explanation of any areas and a plan for improvement and the means by which to receive assistance to improve.**

**EVALUATOR'S COMMENTS**

**EMPLOYEE'S COMMENTS**

**DATE REPORT DISCUSSED:** \_\_\_\_\_

**EMPLOYEE'S  
SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EVALUATOR'S  
SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONFERENCE REGARDING THIS OBSERVATION ONLY IS HEREBY WAIVED.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WHITEHALL CITY SCHOOLS  
EVALUATION SUMMARY**  
Counselor/Dean of Students/ Academic Advisor/SIC/Nurse

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

<b>DOMAIN A</b> <b>Planning and Preparation</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Comments</b>
1. Demonstrating knowledge of content and pedagogy					
2. Demonstrating knowledge of student and family needs					
3. Selecting appropriate goals/strategies for working with students, staff and families					
4. Demonstrating knowledge and use of resources					
5. Designing and implementing effective intervention strategies					
6. Assessing student/family progress					
<b>DOMAIN B</b> <b>The Working Environment</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Comments</b>
1. Creating an environment of respect, trust and rapport					
2. Establishing a culture for understanding and problem solving					
3. Managing processes and procedures					
4. Managing student behavior					
5. Organizing physical space					
<b>DOMAIN C</b> <b>Guidance/Intervention</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Comments</b>
1. Communicating clearly and accurately					
2. Using appropriate strategies and techniques					
3. Engaging students/ families in problem solving and planning					
4. Providing feedback to students/families					
5. Demonstrating flexibility and responsiveness					
<b>DOMAIN D</b> <b>Professional Responsibilities</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Comments</b>
1. Reflecting on effectiveness					
2. Maintaining accurate records					
3. Communicating with staff, students, and families					
4. Contributing to school and district					
5. Growing and developing professionally					
6. Showing professionalism					

**Recommended for:**

**Renewal** \_\_\_\_\_

**Non-Renewal** \_\_\_\_\_

**Continuing Contract** \_\_\_\_\_

**Please see Evaluator's Comments for explanation of any areas and a plan for improvement and the means by which to receive assistance to improve.**

**EVALUATOR'S COMMENTS**

**EMPLOYEE'S COMMENTS**

**DATE REPORT DISCUSSED:** \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EVALUATOR'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONFERENCE REGARDING THIS OBSERVATION ONLY IS HEREBY WAIVED.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

COMPLAINT FORM

\_\_\_\_\_ Date

Bargaining unit member(s)

Complaint:

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

Disposition: \_\_\_\_\_

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

\_\_\_\_\_ Date

Administrative Signature

INFORMAL GRIEVANCE REPORT

Date of informal conference \_\_\_\_\_

Brief statement of concern (include section deemed in violation):

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Name of Supervisor

\_\_\_\_\_  
Signature Individual

\_\_\_\_\_  
Signature Supervisor





## WHITEHALL CITY SCHOOLS PERSONNEL INFORMATION SHEET

PLEASE PRINT

SOCIAL SECURITY NUMBER \_\_\_\_\_

NAME \_\_\_\_\_  
(LAST) (FIRST) (MIDDLE)

ADDRESS \_\_\_\_\_  
(STREET ADDRESS) (APT#/LOT#)

SEX M \_\_\_\_\_ F \_\_\_\_\_  
(CITY) (STATE) (ZIP)

BIRTHDATE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ UNLISTED? \_\_\_\_\_  
(MONTH, DAY, YEAR)

OTHER NAME (PREVIOUS, MAIDEN) \_\_\_\_\_

MARITAL STATUS  MARRIED  SINGLE  DIVORCED  SEPARATED  OTHER

SPOUSE NAME \_\_\_\_\_  
(FIRST) (LAST) (MIDDLE)

SPOUSE'S PLACE OF EMPLOYMENT \_\_\_\_\_ NUMBER OF CHILDREN \_\_\_\_\_

DEGREE TYPE

- NON DEGREE
- ASSOCIATE
- BACHELORS
- MASTERS
- EDUCATION SPECIALIST
- DOCTORATE
- OTHER \_\_\_\_\_

RACE (OPTIONAL)

- W-WHITE
- B-B LACK
- H-HISPANIC
- A- ASIAN/PACIFIC ISLANDER
- I- AMERICAN INDIAN OR ALASKAN NATIVE

SEMESTER HOURS \_\_\_\_\_ DO YOU SPEAK MORE THAN ONE LANGUAGE? \_\_\_\_\_

COUNTY OF RESIDENCE \_\_\_\_\_ POSITION TYPE  
 REGULAR  TEMPORARY  SUPPLEMENTAL

SCHOOL DISTRICT OF RESIDENCE \_\_\_\_\_

TYPE OF APPOINTMENT

- CERTIFICATED
- CERTIFICATED-TUTOR
- CLASSIFIED
- INTERNSHIP

POSITION STATUS

- ACTIVE/CONTINUING EMPLOYEE
- LEAVE OF ABSENCE
- NEW TO DISTRICT
- RETURNING FROM LEAVE OF ABSENCE

BUILDING PRESENTLY ASSIGNED TO

- WHITEHALL-YEARLING HIGH #041020
- ETNA ROAD ELEMENTARY #010785
- ROSEMORE MIDDLE SCHOOL #032698
- KAE AVENUE ELEMENTARY #018580
- BEECHWOOD ELEMENTARY #002048
- ADMINISTRATIVE BUILDING

**WHITEHALL CITY SCHOOL DISTRICT**  
**625 South Yearling Road**  
**Whitehall, Oh 43213**

Unit Member Name  
Unit Member Address

Dear

Since you are on Continuing Contract we are notifying you that your contract is still valid. Your salary, payable in 24 installments beginning in September for the \_\_\_\_\_ school year, will be as follows: \$ \_\_\_\_\_ dollars, \_\_\_\_\_ based on \_\_\_\_\_ degree, \_\_\_\_\_ years experience and step \_\_\_\_\_ on the salary schedule

Building assignments have not yet been made but we will notify you in July as to your building assignment, program evaluation dates, and the opening date of school.

As a teacher in the Whitehall City School system, you have a great responsibility to the students with whom you come in contact. I am sure their welfare and education are foremost in your mind as you prepare for the teaching assignment this coming school year.

If you have any questions, please do not hesitate to contact me.

Sincerely,

WHITEHALL CITY SCHOOLS

Director of Administrative Services

(Continuing Contract Notification Form)

**WHITEHALL CITY SCHOOL DISTRICT**

625 South Yearling Road  
Whitehall, OH 43213

**LIMITED CONTRACT**

An agreement entered into between (unit member) and the Board of Education of the Whitehall City School District, Franklin County, Ohio witnesseth:

The said (unit member) hereby agrees to teach in the public schools of said District for the \_\_\_\_\_ school year and also agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of said schools of said District, and said Board reserves the right to make assignments as deemed necessary, and in consideration of such services, the Board of Education agrees to pay said (unit member) the sum of \_\_\_\_\_ dollars, \_\_\_\_\_ degree \_\_\_\_\_ step, \_\_\_\_\_ years experience for the \_\_\_\_\_ school year, payable in twenty-four (24) installments.

The acceptance of this contract is acceptance of membership into the Ohio State Teacher's Retirement System.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_ (year)

\_\_\_\_\_  
(Unit Member Signature)

\_\_\_\_\_  
President, Whitehall Board of Education

\_\_\_\_\_  
Treasurer, Whitehall Board of Education  
(Limited Contract Form)

**WHITEHALL CITY SCHOOL DISTRICT**

625 South Yearling Road  
Whitehall, OH 43213

**SUPPLEMENTAL CONTRACT**

This limited contract entered into by and between (Unit member) hereinafter referred to a Teacher and the Whitehall City Schools Board of Education of Franklin County, Ohio.

Teacher hereby promises and agrees to perform the following duties for and in behalf of said Board: (Supplemental position) and further agrees to abide by and maintain the rules and regulations adapted by said Board. Such duties shall be performed by teacher during the period beginning (begin date) through (ending date).

In consideration of the duties to be performed by said teacher, the Board promises and agrees to pay teacher the sum of (\$ for position) annually, based on (Supplemental category and position) payable as follows: (terms of pay).

This limited contract entered into at Whitehall, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ (year).

\_\_\_\_\_  
(Unit Member Signature)

\_\_\_\_\_  
President of Whitehall Board of Education

\_\_\_\_\_  
Treasurer of Whitehall Board of Education

(Supplemental Contract Form)

**WHITEHALL CITY SCHOOLS  
TRANSFER REQUEST FORM**

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

Present teaching assignment:

Grade or Subject area \_\_\_\_\_

Building \_\_\_\_\_

Requested teaching assignment (s), listed in priority:

1. Subject Area \_\_\_\_\_

Building \_\_\_\_\_

2. Subject Area \_\_\_\_\_

Building \_\_\_\_\_

Rationale for request:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Assistant Superintendent's Signature

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

\*Request for transfer shall be made on or before May 15th each year

(Transfer Request Form)

WHITEHALL CITY SCHOOL DISTRICT  
625 South Yearling Road  
Whitehall, OH 43213

The following form is to be used for Change of Name/Address/or Phone number.  
Please complete in duplicate and submit one copy to Payroll and one  
copy to Personnel.

-----  
PLEASE CHECK TYPE OF CHANGE:

Name \_\_\_\_ Address \_\_\_\_ Phone \_\_\_\_

Name \_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature of Employee making Change

Social Security Number \_\_\_\_\_

\_\_\_\_\_  
NAME CHANGE:

Change name from \_\_\_\_\_  
to \_\_\_\_\_

\_\_\_\_\_  
CHANGE OF ADDRESS:

New Address \_\_\_\_\_  
Street

\_\_\_\_\_  
City Zip

\_\_\_\_\_  
CHANGE OF PHONE NUMBER

New Phone Number \_\_\_\_\_

Effective as of: \_\_\_\_\_  
Date

(Info Change Form)

**DAILY ABSENCE LOG - \_\_\_\_\_**

**Day of the Week: \_\_\_\_\_ Date: \_\_\_\_\_**

<b>Name</b>	<b>("1" or the portion of the day)</b>						<b>Need Sub?</b>	<b>Sub Avail?</b>	<b>Substitute's Name (if appl.)</b>	<b>Signature</b>
	<b>Sick</b>	<b>Pers.</b>	<b>Prof.</b>	<b>Vac.</b>	<b>Jury</b>	<b>N/C</b>				

**Secretary's Signature** \_\_\_\_\_

**Principal's Signature:** \_\_\_\_\_



**EMPLOYEE PERSONAL LEAVE REQUEST**

\_\_\_\_\_ “required absences during working hours for personal  
business which cannot be conducted outside school hours”

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_  
EMPLOYEE'S NAME \_\_\_\_\_

DATE LEAVE REQUESTED FOR \_\_\_\_\_

REASON FOR ABSENCE \_\_\_\_\_  
(Reason necessary during first week of school during months of May or June,  
or if 24 hour notice can not be given.)

EMPLOYEE'S SIGNATURE \_\_\_\_\_

\*\*\*\*\*

APPROVED \_\_\_\_\_ ADMINISTRATOR'S SIGNATURE \_\_\_\_\_

\*\*\*\*\*

**PERSONAL LEAVE CERTIFICATION**

(Upon return to work after using a personal leave day the employee shall complete  
this certification form)

NAME OF SCHOOL \_\_\_\_\_

EMPLOYEE'S NAME \_\_\_\_\_

DATE \_\_\_\_\_

I certify that the personal leave day taken on \_\_\_\_\_ (date) was  
not used for gainful employment.

\_\_\_\_\_  
Employee's Signature

## EMERGENCY FORM

(In the event I am rendered unconscious or otherwise am unable to give needed information, I give my permission for a school authority to follow the directions given below.)

NAME \_\_\_\_\_ POSITION \_\_\_\_\_  
(Teacher, Sub Teacher, Secretary, etc.)

ADDRESS \_\_\_\_\_

IN CASE OF EMERGENCY, FIRST CONTACT:  
(List at least one name and phone number)

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Home Phone \_\_\_\_\_  
Daytime/Work Number \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Home Phone \_\_\_\_\_  
Daytime/Work Number \_\_\_\_\_

### **PHYSICIAN TO BE CALLED IN EMERGENCY**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Preferred hospital \_\_\_\_\_ or any hospital reasonably accessible.

Allergies \_\_\_\_\_ / \_\_\_\_\_

Blood Type \_\_\_\_\_ Date of last Tetanus \_\_\_\_\_

Medications \_\_\_\_\_

Blue Cross Certificate Number \_\_\_\_\_ Group Number \_\_\_\_\_

Other Insurance \_\_\_\_\_

I understand that I am financially responsible for any expenses for medical care or transportation incurred on my behalf.

\_\_\_\_\_  
Signature of Employee

I do not give my consent for medical treatment or for anyone to be contacted in case of an emergency. In the event of illness or injury requiring emergency treatment or other emergency, I wish the school authorities to take no action or to: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

# PROFESSIONAL GROWTH TALLY SHEET

(Rev 5/00)

Qualifying period June 1, \_\_\_\_\_ to May 31, \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_

POINTS

1. MEMBERSHIP IN EDUCATION ORGANIZATION (Limit 2 points)

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

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

2. MEMBERSHIP IN WHITEHALL P.T.A., BOOSTERS (Limit 6 points)—Confirmation of attendance by Administration

\_\_\_\_\_

\_\_\_\_\_

3. COMMITTEE WORK (Approved in advance by Administration)

\_\_\_\_\_

\_\_\_\_\_

4. STUDY PROJECTS

\_\_\_\_\_

\_\_\_\_\_

5. IN-SERVICE EDUCATION COURSES OR PROGRAMS (Full attendance required)

\_\_\_\_\_

\_\_\_\_\_

6. SUPERVISION OF EXTRA-CURRICULAR ACTIVITIES (Limit 9 pts.—as approved by Administration)

\_\_\_\_\_

\_\_\_\_\_

7. CHAIRPERSON OF A COMMITTEE OR IN-SERVICE GROUP (Limit 4 pts.—as approved by Administration)

\_\_\_\_\_

\_\_\_\_\_

8. STUDENT TEACHER /FIELD EXPERIENCE STUDENT (12 points maximum)

\_\_\_\_\_

9. MEMBERSHIP IN WHITEHALL COMMUNITY ORGANIZATIONS (Limit 3 points)  
(Examples: Kiwanis, Lions, etc.)

\_\_\_\_\_

10. NO SICK OR PERSONAL LEAVE USED (Automatic qualifier for Step 1)

\_\_\_\_\_

APPROVED FOR STEP NUMBER \_\_\_\_\_

TOTAL POINTS \_\_\_\_\_

AMOUNT OF INCREMENT \$ \_\_\_\_\_

DATE \_\_\_\_\_

Signature of Director of Personnel: \_\_\_\_\_

## PROFESSIONAL GROWTH APPROVAL FORM

There are some areas of qualification that need to have prior approval by the administration. Please refer to your Master Contract—601.06 for details.

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_  
DATE \_\_\_\_\_

APPROVAL FOR: Extra-Curricular Activities

Extra-Curricular Activities to be Supervised \_\_\_\_\_

1. Meeting Dates \_\_\_\_\_

Supervision Time per Meeting \_\_\_\_\_

2. Objectives:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

ADMINISTRATIVE APPROVAL FOR:

Membership outside of teaching field \_\_\_\_\_

Committee Work \_\_\_\_\_ Study Projects \_\_\_\_\_

In-service Education \_\_\_\_\_ Chairperson \_\_\_\_\_

State in letter form and include/attach the following:

1. Goals and Objectives
2. Methods of Operation and Organization of Committee
3. Method of Reporting Results:
  - a. Outline Form
  - b. Resource Unit
  - c. Handbook
  - d. Other

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

ADMINISTRATIVE APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_ = TOTAL POINTS \_\_\_\_\_

**PROFESSIONAL GROWTH VERIFICATION FORM**

(Rev. 5/97)

Teacher's Name \_\_\_\_\_ Verification For: \_\_\_\_\_

School \_\_\_\_\_

*FEEP Student* \_\_\_\_\_ *Student Teacher* \_\_\_\_\_

Quarter/Term \_\_\_\_\_ OSU \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_

TITLE

DATE

VERIFICATION FOR:

Study Project \_\_\_\_\_

Committee Work \_\_\_\_\_

In-service Education \_\_\_\_\_

Extra-Curricular  
Activities \_\_\_\_\_

Committee Chairperson \_\_\_\_\_

TOTAL HOURS \_\_\_\_\_

RECOMMENDED POINTS \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

ADMINISTRATIVE APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

## SCHOOL ENVIRONMENT AND SAFETY REPORT

Building \_\_\_\_\_ Date \_\_\_\_\_

Environmental (205.01)

Safety (205.02)

Concern: (be specific)

Copies to:  
Principal  
WEA

Signature \_\_\_\_\_

AND INCLUDES THE FOLLOWING AS CURRENTLY IN USE:

Student Progress Report Grade 1  
Student Progress Report Grade 2-6  
Interim Progress Report Grades 1-6  
Scan Sheet Grades 7-12

## REQUEST FOR CONTINUING CONTRACT

Eligibility for a Continuing Contract is dependent of three factors. The grade or quality of teaching license, the level of education and the length of service with the district. If you feel you are eligible for a continuing contract under the following guidelines, please fill out the checklist below and submit the official transcript documenting

- 1) The grade or quality of teaching license
  - a. The licensure requirement is met if the teacher;
    - i. Holds a professional, permanent or life certificate (under prior law)
    - ii. Holds a professional Educator License + either of the following
      1. If a masters degree was held at the time of initially receiving a certificate or license, they would need six semester hours of graduate work in their area of licensure or in an area related to their teaching field since the initial issuance of the certificate or license.
      2. If no masters degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in their area of licensure or in an area related to their teaching field since the initial issuance of the certificate or license.
- 2) Length of teaching service with the district
  - a. The length of service requirement is met if the teacher;
    - i. Has taught within the district three of the last five years.
    - ii. Those teacher who, prior to their employment with the district, had attained continuing contract status in another district become eligible after only two years service within the district. These teachers continuing service status may begin sooner with the superintendent of schools recommendation

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

### Experience Requirements:

- Three years within past 5 in district, or  
 Continuing contract in another district and 2 years in current district, or  
 Superintendent recommendation

### Degree and/or Coursework Requirements:

- 8 year professional certificate, or  
 Permanent certificate, or  
 5 year professional license will qualify

### No Master's Degree at Time of Initial Certificate or License:

- 30 semester hours of upper level (300+) or graduate coursework after initial issuance of Ohio certificate or license, or  
 Earn Master's Degree

### Master's Degree held Prior to Initial Ohio Certificate or License:

- 6 semester hours of appropriate graduate coursework since issuance of initial Ohio Certificate or licens

## REQUEST FOR SALARY UPGRADE

Request for salary upgrades may be made during either the fall window or the spring window. The fall deadline for submission is September 15th and salary adjustments will be made with the first pay in October (retroactive to September 1<sup>st</sup>). The Spring deadline is February 1st and salary adjustments will be made with the first pay in March.

**Please include all supporting documentation with this application.**

Employees name \_\_\_\_\_ Date \_\_\_\_\_

Employees current pay column BA 5YR MA MA+20  
(Circle One)

I am requesting a salary upgrade to one of the following pay columns:

\_\_\_\_\_ **5-Year Column (5YR)**  
( Members who have earned a Bachelor's Degree from a recognized college or university and have a total of 150 semester hours or more.)  
*Please submit official transcripts showing your 150 semester hours.*

\_\_\_\_\_ **Master's Degree Column (MA)**  
(Members who have earned a Master's Degree from a recognized college or university.)  
*Please submit official transcripts showing your Master's Degree.*

\_\_\_\_\_ **Master's Degree Plus 20 Column (MA+20) or MA + 60 CEU's**  
(Eligibility for the Masters Degree Plus 20 semester hours column shall be based on credit earned after the date of the Master's Degree and based on graduate study in the field of education or graduate study which is generally related to the member's area of certification **or** 60 Continuing Education Credits (CEUs) **or** any combination of graduate credits and CEUs and as a part of the IPDP.)

Participants must select Professional Growth and CEU or Stipend for training outside the workday. (If stipend is taken then the participant can not select the option of CEUs).

The CEUs must be accumulated after employment in Whitehall City Schools.

CEUs accumulated after June 30, 2003 will be accepted toward the placement on salary schedule.

It is the responsibility of the bargaining unit member to keep track of and submit the documentation of the CEUs.

*Please submit Official transcripts showing your hours beyond your Master's Degree and any CEU's you will be applying toward this pay column.*

OFFICE USE ONLY

-----  
\_\_\_\_\_  
(Treasurer's Signature)

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

\_\_\_\_\_  
(Director of Administrative Services Signature)

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